



PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Contract”) is entered into by and between the City of Oceanside, a political subdivision of the State of California (“Client”), on the one hand, and Baron & Budd, P.C. (“Baron & Budd”) Simonsen Sussman, LLP, and Diab Chambers, LLP (collectively and individually, “Attorneys”), on the other hand. Hereinafter, the Client and Attorneys may be referred to individually as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, the Client wishes to retain outside counsel to represent it in litigation arising from injuries and damages related to and caused by fire truck manufacturer and other Defendants’ unfair and anti-competitive business practices in violation of antitrust laws; and

WHEREAS, Attorneys are willing to provide such specialized services to Client under the terms and conditions set forth herein.

TERMS

NOW, THEREFORE, the Client hereby engages the services of Attorneys, and Attorneys agree to provide professional services to Client in accordance with the terms and conditions set forth herein:

1. **CONDITIONS.** This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.
2. **AUTHORIZED REPRESENTATIVE OF CLIENT.**
 - A. **CLIENT REPRESENTATIVES.** Client designates _____, or their designee, (“City Counsel”) as the authorized representatives to direct Attorneys and to be the primary individuals to communicate with Attorneys regarding the subject matter of Attorneys’ representation of Client under this Agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.
 - B. **ATTORNEY REPRESENTATIVES.** John Fiske, Lindsay Stevens and Jason Julius of Baron & Budd, P.C., Catherine Simonsen, Shaoul Sussman, Victoria Sims and Nicolas Stebinger of Simonsen Sussman LLP, and Ed Diab and Robert Chambers of Diab Chambers, LLP will be primarily responsible for the work, either performing it himself/herself or delegating it to others as may be appropriate. The Client shall have the right to approve or veto the involvement of each of the attorneys on its cases. Attorneys will be added or deleted from the list only upon prior Client approval.

3. SCOPE OF SERVICES AND DUTIES. Client hires Attorneys to provide, and Attorneys shall provide, all legal services (the “Services”) necessary for the investigation, analysis, preparation, filing, service, prosecution, handling, and collection on a judgment or monetary recovery of any amounts established under antitrust laws as owing to the Client in an antitrust and unfair competition lawsuit to be brought by Attorneys on Client’s behalf against defendants REV Group, Inc., Oshkosh Corporation, Pierce Manufacturing, Inc., and their companies and any other potentially liable entities (collectively “Defendants”), and pursuit of any and all other available remedies to Clients within the scope of antitrust and unfair competition law damages, which resulted from anticompetitive practices of Defendants (the “Action”).

Attorneys shall provide all legal services reasonably required to represent Client in connection with the Action and shall take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments. Attorneys shall be truthful with Client, cooperate with Client, and keep Client informed of developments.

4. CLIENT RETAINS DECISION MAKING AUTHORITY. Client retains complete control of all decisions in the case. Client in no way assigns its prosecutorial discretion to Attorneys and retains all of its inherent powers related to prosecutorial discretion, judgment, control and decision making related to the Action. This authority and controls include but are not limited to:
- (a) Decisions regarding settlement of the case are reserved exclusively to the discretion of the Client, as communicated directly to the Attorneys by City Counsel.
 - (b) Any defendant that is the subject of such litigation may contact the City Counsel directly, without having to confer with or get permission to do so from Attorneys;
 - (c) Client or City Counsel will retain complete control over the course and conduct of the case;
 - (d) Client and/or City Counsel retains a veto power over any decisions made by Attorneys; and
 - (e) City Counsel has supervisory authority and shall be personally involved in overseeing the litigation.

These provisions are not meant to be exhaustive, and the parties agree that at all times related to the Client's interest in the litigation will remain vested in the City Counsel. It is the intent of the parties that this paragraph be construed broadly to effectuate the parties' intent that the Counsel exercise control over the course and conduct of the Action

as they relate to the Client's interests and that the City Counsel have the final decision-making authority over all aspects of the litigation strategy as it relates to the Client.

5. LEGAL SERVICES SPECIFICALLY EXCLUDED. Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board. With Client's permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client's rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.
6. FEES. Client will pay attorneys' fees to Attorneys as follows:
 - (a) CONTINGENCY FEE. The Parties agree that Attorneys shall be compensated solely (except in the limited circumstances expressly provided below) on a contingency fee basis. The contingency fee shall be based on eighteen percent (18%) of any net settlement or net recovery that Attorneys obtain for Client. Fees shall be based on a percentage of any settlement or recovery after the deduction of any expense or cost, i.e., the "net" recovery. Contingency fee rates are not set by law, but have been negotiated. **If no recovery is made, no fees will be charged or received by Attorneys.** The terms "net settlement" or "net recovery" shall include, without limitation, the then present value of any monetary payments agreed or ordered to be made by the Defendants or their insurance carriers as a result of the Services, whether by settlement, arbitration award, court judgment (after all appeals exhausted), or otherwise. Any attorneys' fee paid by Defendants shall be included in calculating the gross recovery.
 - i. "Net recovery," if by settlement, also includes (1) the then-present value of any monetary payments to be made to the Client; and (2) the fair market value of any non-monetary property and/or services to be transferred and/or rendered for the benefit of the Client; and (3) any attorney's fees and costs recovered by the Client as part of any cause of action that provides a basis for such an award. "Recovery" may come from any source, including, but not limited to, the adverse parties to the Client and/or their insurance carriers and/or any third party, whether or not a party to formal litigation. The contingent fee is calculated by multiplying the net recovery by the fee percentage. This calculation is performed on the net recovery amount after the deduction of expenses or costs as provided below.

- ii. Attorneys are not entitled to recover any fees or costs unless Attorneys are successful in obtaining a net recovery on the Client's behalf as a result of the Services.
 - iii. Attorneys agree that Client is not obligated to pay attorneys' fees from any existing or future public fund or funds and that attorneys' fees will be paid solely from amounts recovered from the Defendants, their insurance companies, or third-party liable companies.
 - iv. In-Kind Benefits- The Client and Attorney agree that Defendants may attempt to offer an "in-kind" benefit in lieu of monetary payment during resolution efforts. Should the Defendant offer the Client an "in-kind" benefit, and should Client choose to accept an "in-kind" benefit after consulting with Attorney, in lieu of monetary payment, Client and Attorney agree that Attorneys' Fees equal to eighteen percent (18%) of the value of the "in-kind" benefit is owing. An "in-kind" benefit as used herein is a benefit that is proposed in lieu of or as a replacement for damages or other monetary relief.
 - v. The contingent fee amount which Attorneys are entitled to receive shall be calculated by multiplying the Net Recovery by eighteen percent (18%).
 - vi. If Client and Attorneys disagree as to the fair market value of any non-monetary property or services as described above, Attorneys and Client agree that a binding appraisal will be conducted to determine this value by an appraiser to be mutually selected by Attorneys and Client.
 - vii. It is possible that payment to the Client by Defendants or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, net recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the net recovery by the fee percentage of eighteen percent (18%). The Attorney's fees will be paid out of the initial lump-sum payment, to the extent that it can, and/or by the Defendant at the time of settlement or initial recovery. Any fees not paid by the initial lump-sum payment will be paid in the second or subsequent payment(s). In no event will the Client be required to pay Attorney's fees out of any public funds as described in subsection (c).
- (b) Reasonable Fee if Contingent Fee is Unenforceable or if Attorney is Discharged Before Any Recovery.



In the event that the contingent fee portion of this Contract is determined by a court of competent jurisdiction to be unenforceable for any reason, or if the Attorneys are discharged by Client before any net recovery is received, and/or if Attorneys are otherwise prevented by the court from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the Services rendered. If the Parties are unable to agree on a reasonable fee for the Services rendered, Attorneys and Client agree that the fee will be determined by arbitration proceedings before a mutually agreed-upon neutral affiliated with either the Judicial Arbitration and Mediation Services (JAMS) or Judicate West (JW). The Parties agree that such compensation based on the reasonable value of Attorneys' services shall be payable solely out of any net recovery received by the Client from Defendants in the Action and in any event shall not exceed eighteen percent (18%) of the net recovery as defined above.

No General Fund Payments.

Notwithstanding any other provision in this Contract, in no event will the Client be required to pay legal fees or any litigation costs out of any public fund or funds other than the monies recovered from Defendants, their insurance companies, or third-party liable companies, in the Action.

(c) Attorney Fee Sharing: The total contingency fee shall be apportioned among the law firms as follows, which in no way increases the contingency fee percentage. Pursuant to California Rule of Professional Conduct 1.5.1, Client agrees that the fee will be shared as follows:

i. Baron & Budd, P.C.	48.75%
ii. Simonsen Sussman LLP	26.25%
iii. Diab Chambers, LLP	25%

7. COSTS AND EXPENSES.

(a) GENERAL PROVISION: Baron & Budd shall advance and pay any and all litigation costs, third party fees and expenses ("Litigation Costs") necessary for handling and prosecution of the Action. In addition to Client's obligation to pay Attorneys for their Services through the contingency fee of eighteen percent (18%) of any net recovery, Client shall reimburse Baron & Budd, solely from any recovery obtained by Attorneys for Client from Defendants, for all Litigation Costs incurred, advanced and paid by Baron & Budd in connection with the Action. Such Litigation Costs that are subject to reimbursement to Baron & Budd from the recovery include but are not limited to the following: process servers'



fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, document managements costs (described in further detail below), messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, and other similar items, that are actually incurred and paid by Baron & Budd. Prior Client approval is required before Attorneys hire any investigators, consultants, or expert witnesses reasonably necessary for handling of the Action in Attorney's judgment. Prior Client approval does not apply to experts hired by Attorneys prior to the execution of this Contract. In addition to the above, City Counsel litigation fees and costs directly attributable to the Action shall be reimbursed, up to one hundred and fifty thousand dollars (\$150,000) only, to the Client as a litigation cost and deducted from the total gross recovery. If there is no recovery from Defendants, Client will not be required to reimburse Baron & Budd for any Litigation Costs. In the event recovery from Defendants is less than the total of the Litigation Costs incurred and paid by Baron & Budd, Client will not be required to reimburse Baron & Budd for any amount of Litigation Costs that exceed the funds available from the recovery from Defendants.

- (b) DOCUMENT MANAGEMENT COSTS: It is Attorneys' obligation to minimize the costs/expenses advanced for both efficiency and practical considerations of modern large volume electronic discovery. In doing so, Attorneys have analyzed the most efficient way to meet their legal obligations while minimizing the costs of doing so. Two options exist:
- i. *Outside vendor (outsource).* In most cases where the document volume is much less, Attorneys have outside vendors whose responsibility is to assist in the collection of the documents in question, copy those documents, and provide a storage mechanism (either electronic, paper or both) for them. Such costs are advanced by the firm but ultimately reimbursed by you in the event there is a recovery. Based upon the massive volume of potential litigation documents, Attorneys do not believe this is the most efficient or realistic method.
 - ii. *Creation of internal electronic discovery processing.* Create an electronic discovery data processing mechanism where the firm obtains computer software, hardware, and related resources reasonably necessary to procure, organize and produce litigation documents and data. Such a mechanism would obviate the need to outsource these services. Attorneys have priced the costs charged by competent contractors who provide this service and believe that we can provide



that service internally at a lower cost to the Client, in the event of a recovery.

The Parties agree that effective document management is critical to successful resolution of the Action. Attorneys' intention in this Contract is to promote efficiency, save Client costs, and limit legal expenses to those directly attributable to the Action for the Client. With respect to document management, Attorneys represent that internal electronic discovery processing is the best option to meet those goals. Therefore, Attorneys plan to add the resources necessary to provide that service necessary in the Action subject to cost review and approval by Client. Attorneys also reserve the right, with consent from Client's Counsel (which shall not be unreasonably withheld), to use outside vendors where costs and circumstances warrant. Internal Document Management costs include document management costs, such as processing and hosting, incurred after the effective date of this agreement and exclude hardware and software costs. Attorneys agree to provide quarterly reporting regarding costs, including for document management.

As with all other expenses, these document-related costs will be advanced by Baron & Budd, but reimbursed by Client only in the event of recovery.

- (c) SHARED EXPENSES: Client understands that Baron & Budd may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Baron & Budd shall divide such expenses pro rata among all clients, including individual clients, business clients, and public entity clients, and deduct Client's portion of those expenses from Client's share of any recovery. Prior Client approval is required for shared expenses, with the exception of those experts retained prior to the execution of this Contract. Below in section "(c) i-iii." is the method by which costs and expert fees will be allocated among the clients for the Action.
 - i. Shared expenses will be divided among clients on a pro rata basis. Pro rata means a percentage or ratio based on recovery. In the pro rata calculation, the ratio numerator is the total amount/value of the Client's individual recovery; the ratio denominator is the total amount/value of all clients' recovery in the litigation. The pro rata ratio is applied to the shared expenses to calculate each Client's portion of the shared expenses.
 - ii. Shared expenses can include those necessary to prove liability against Defendants generally, including proving that the various practices and conduct identified in the Action were anticompetitive and defining and

proving relevant markets. Such general liability expenses will be divided among all clients pro rata.

- iii. Shared expenses do not include those expenses necessary to prove client-specific damages.
 - (d) TRAVEL EXPENSE WAIVER: Notwithstanding the above, Attorneys agree to waive all travel expenses, including but not limited to transportation and lodging, and including but not limited to and from cause and origin areas, Client offices, and the court in the Action and agree not to seek reimbursement from any recovery for any travel expenses.
 - (e) FEDERAL MDL AND STATE COORDINATION FEE ASSESSMENTS: In the event there is a Federal Multidistrict Litigation (MDL), or any State Court coordinated proceedings, there may be a court ordered assessment or agreement for fees and costs required to be paid to the MDL or State Court coordinated proceedings. Any costs required to be paid under such an assessment or agreement will be paid from Client's share of any settlement proceeds as part of the costs and expenses advanced, pursuant to section 7. At this time, Attorneys cannot determine what fees and costs, if any, will be paid to a Federal Multidistrict litigation or to a State Court coordinated proceeding. Additionally, members of Attorneys frequently serve on plaintiffs' management or executive committees in MDL and/or state court coordinated proceedings and perform work which benefits our clients as well as clients of other attorneys involved in similar litigation. As a result, the court or courts where the cases are pending may order that Attorneys are to receive additional compensation for our time and effort which has benefitted all claimants. Compensation for this work and effort, which is known as "common benefit," may be awarded to Attorneys by a court or courts directly from the assessments paid by the Client and others who have filed claims in this litigation, and will not in any way reduce the amount of fees owed under this Contract.
8. LIEN. In the event any third party attempts to lien any proceeds recovered from a recovery in the Action, Client hereby grants, and agrees, to the extent permitted by applicable law, that Attorneys hold a first priority and superior lien on any and all proceeds recovered from Defendants in the Action in the amount of the Attorneys' fees and costs that the Attorneys are entitled to, under this Contract. This lien right is limited to only those monies recovered from Defendants and in no way affects any other rights of the Client in any way whatsoever.

9. CLIENT'S DUTY OF GOOD FAITH AND CANDOR. Client has a duty of honesty and candor to Attorneys. If, at any point, Attorneys incur expenses or costs as a result of Client's failure to provide attorney with complete and accurate information related to the subject litigation, Client shall be liable for all such expenses and costs incurred by Attorneys. Moreover, Client hereby agrees that Attorneys may withdraw at any point if Attorneys have good cause to believe that Client has breached his/her duty of honesty and candor to Attorneys.
10. MALPRACTICE INSURANCE. Attorney maintains errors and omissions (mal-practice) coverage and has lodged proof of this coverage with the California State Bar. Said information will be provided to Client upon reasonable request.
11. DISCHARGE AND WITHDRAWAL.
 - A. Client may discharge Attorneys at any time. After receiving notice of discharge, Attorneys shall stop services on the date and to the extent specified by the notice of discharge, and deliver to Client all evidence, files and attorney work product for the Action. This includes any computerized indices, programs and document retrieval systems created or used for the Action.
 - B. Attorneys may withdraw with Client's consent or for good cause. Good Cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorneys, or any other fact or circumstance that would render Attorneys' continuing representation unlawful or unethical. Attorneys may also discharge Client if Client at any time is dishonest with Attorneys, or fails to provide relevant information to Attorneys.
12. AUTHORITY OF ATTORNEY. Attorneys may with prior Client approval associate co-counsel if the Attorneys believe it advisable or necessary for the proper handling of Attorneys claim, and expressly authorize the Attorneys to divide any attorneys' fees that may eventually be earned with co-counsel so associated for the handling of Attorneys claim. Attorneys understand that the amount of attorneys' fees which Attorneys pay will not be increased by the work of co-counsel associated to assist with the handling of Attorneys claim, and that such associated co-counsel will be paid by the Attorneys out of the attorneys' fees Attorneys pay to the Attorneys.
13. DISCLAIMER OF GUARANTEE. Nothing in this Contract and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of Client's matter are expressions of opinion only.
14. MULTIPLE REPRESENTATIONS: The Client understands that Attorneys do or may

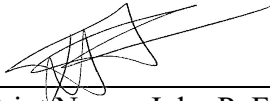
represent many other individuals/entities with actual or potential litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. As attorneys, Attorneys are governed by specific rules and regulations relating to Attorneys professional responsibility in Attorneys representation of clients, and especially where conflicts of interest may arise from Attorneys representation of multiple clients against the same or similar defendants, Attorneys are required to advise Attorneys clients of any actual or potential conflicts of interest and obtain their informed written consent to Attorneys representation when actual, present, or potential conflicts of interest exist. By signing this agreement The Client is acknowledging that they have been advised of the potential conflicts of interest which may be or are associated with Attorneys representation of The Client and other multiple claimants and that The Client nevertheless want Attorneys to represent Client, and that The Client consents to Attorneys' representation of others in connection with the litigation.

15. **AGGREGATE SETTLEMENTS:** Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or defendants attempt to settle or otherwise resolve the cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. Client authorizes Attorney to enter into and engage in group settlement discussions and agreements which may include Client's individual claims. Although Client authorizes Attorney to engage in such group settlement discussions and agreements, Client will still retain the right to approve, and Attorneys are required to obtain Client's approval of, any settlement of Client's case.
16. **APPEALS.** Should the representation result in an adverse ruling or rulings, Attorneys may elect not to represent Client in an appeal. Should this issue arise, it will be discussed between Client and Attorneys.

- 17. EFFECTIVE DATE AND TERM. This Agreement will take effect upon execution by Client and Attorneys and shall remain in effect through the pendency of the action unless terminated sooner pursuant to the terms of this Agreement.
- 18. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Facsimile or pdf versions of this Agreement shall have the same force and effect as signature of the original.


The above is approved and agreed upon by all parties.

Dated: May 12, 2026



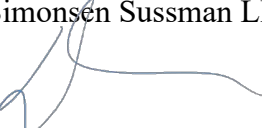
Print Name: John P. Fiske
Baron & Budd, P.C.

Dated: May 12, 2026



Print Name: Catherine Simonsen
Simonsen Sussman LLP

Dated: 5/12/2026



Print Name: Ed Diab
Diab Chambers, LLP

Dated: _____

Print Name:
City of Oceanside, California



April 21, 2026

Re: Fire Apparatus Antitrust Litigation Conflict Waiver / Consent Letter

Dear City of Oceanside:

This letter is to confirm our conversation, in which we discussed Baron & Budd, P.C., Simonsen Sussman, LLP, and Diab Chambers LLP's (collectively "Attorneys") representation of the City of Oceanside ("City") in connection with the City bringing an action arising from injuries and damages related to and caused by fire truck manufacturer and other defendants' unfair and anti-competitive business practices in violation of antitrust laws (the "Litigation"). The defendants in the Litigation include REV Group, Inc., Oshkosh Corporation, Pierce Manufacturing, Inc., Boise Mobile Equipment, their companies and any other potentially liable entities (collectively "Defendants"). Attorneys also represent other clients and anticipate adding additional clients in the Litigation ("Other Clients"). Specifically, Attorneys anticipate representing additional public entities and fire equipment owners against Defendants in the Litigation. In sum, we discussed various issues that might arise in the future in the Litigation, including possible conflicts of interest and methods to address and potentially resolve those issues if they arise.

As we discussed, it is possible that inconsistencies or even conflicts of interest might arise in the future in the Litigation. In general, based on information currently available, those issues might include possible inconsistencies in legal or factual strategy and/or positions or discovery issues; possibilities of settlement in one or both cases, separately or jointly, that might affect the recovery for the other client (*e.g.*, scope of release); and selection of expert witnesses.

We also discussed Attorneys' commitment to the City to exercise vigilance in monitoring the possible development of any of those types of issues or inconsistencies that may pose a conflict. We ask that you do the same and inform us immediately if you develop any concern about any of these issues. In theory, if an unresolvable conflict of interest were to arise, that situation could result in Attorneys being compelled to withdraw or step aside from representation, either on one particular issue (*e.g.*, how to divide joint settlement monies) or even from one or more representations.

Because all clients in the Litigation anticipate pursuing the same or similar defendants, Attorneys may learn information in one matter that might benefit another client in its matter. Therefore, we ask that the City agree that Attorneys may share information, including confidential information, between the parties and the Attorneys and its staff assigned in the Litigation; however, if the City identifies any information that it prefers to keep confidential from the Other Clients and notifies Attorneys of that preference, then Attorneys will maintain that confidentiality from the Other Clients, including by screening the lawyers and staff on the other matter and by physically and electronically segregating that specific information. By signing this letter, you agree to this information-sharing arrangement.

As you also may know, collectively our firms have successfully represented hundreds of thousands of tort clients, including simultaneous representation of individual clients and government entity clients.



We believe that our experience equips Attorneys to properly address any of these issues that might arise while we are representing the City and the Other Clients.

Further, in our experience, having multiple clients and varying claims against a common group of defendants may be advantageous for all the client plaintiffs. Obtaining an initial litigation success against the same defendants frequently increases settlement momentum and leverage that benefits all plaintiff clients.

Accordingly, we believe Attorneys are well positioned to represent the City effectively and to pursue its interests while simultaneously representing the Other Clients. We ask that you sign this letter to indicate the City's informed consent for Attorneys to proceed with the representation under the above summarized circumstances that we have discussed.

Please call if you have any questions or if we can provide any additional information. Thank you for your cooperation.

Sincerely,

BARON & BUDD, P.C.

A handwritten signature in blue ink, appearing to read "John P. Fiske", written over a horizontal line.

John P. Fiske

SIMONSEN SUSSMAN, LLP

A handwritten signature in blue ink, appearing to read "Catherine S. Simonsen", written over a horizontal line.

Catherine S. Simonsen

DIAB CHAMBERS, LLP

A handwritten signature in blue ink, appearing to read "Edward S. Diab", written over a horizontal line.

Edward S. Diab

AGREED:

The City of Oceanside, CA

By: _____ Date: _____