

DATE SUBMITTED 2/13/26
SUBMITTED BY CITY ATTORNEY
DATE ACTION REQUIRED 2/18/2026

COUNCIL ACTION (x)
PUBLIC HEARING REQUIRED ()
RESOLUTION ()
ORDINANCE 1ST READING ()
ORDINANCE 2ND READING ()
CITY CLERK'S INITIALS ()

**IMPERIAL CITY COUNCIL
AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: DISCUSS DEMAND LETTER FROM SEBASTIAN RUCCI REGARDING ALLEGED BROWN ACT VIOLATIONS. TAKE RECOMMENDED ACTIONS FOR ADDED TRANSPARENCY.

DEPARTMENT INVOLVED: CITY ATTORNEY

BACKGROUND/SUMMARY:

On January 21, 2026, Mr. Rucci sent the City of Imperial a letter alleging that the City violated the Brown Act. See **Exhibit 1**. Under California law, the City of Imperial is afforded the opportunity to respond by February 20, 2026. Cal. Gov. Code § 54960.2.

After thorough review, the City of Imperial did not violate the Brown Act in any way. See **Exhibit 2**, Turner Declaration. Details and justification for each action raised are addressed below.

Despite the City's actions being in full compliance with the law, I recommend that this Council take action to openly discuss and ratify or newly approve all previous action taken on each disputed item. This will help avoid unnecessary litigation costs related for baseless claims or assist in obtaining attorney fees for any baseless ligation filed against the City. If Mr. Rucci finds any of these responses unsatisfactory, I formally request notification of any unresolved matters to give the City an opportunity to cure.

(1) **Data Center Workshop:** The City of Imperial has not planned or hosted any data center workshop. These allegations are completely false and merit no response.

a. **RECOMMENDED TRANSPARENT ACTION TO AVOID UNNECESSARY LITIGATION:** There is no action recommended to take as there has been no workshop.

(2) **CEQA Litigation:** The City of Imperial properly listed initiation of litigation and the safe harbor language required by the Brown Act prior to filing the CEQA Writ related to the data center. At the conclusion of this matter, I reported out "direction given to Counsel, no reportable action." As set forth in my declaration, this report is in full compliance with the Brown Act. See Turner Declaration, **Exhibit 2**, Paragraphs 3-6.

a. **RECOMMENDED TRANSPARENT ACTION TO AVOID UNNECESSARY LITIGATION:** I recommend that this Council take action to ratify and openly vote to approve all actions associated with the filing of the City of Imperial vs. Imperial Valley Computer Manufacturing LLC, et al, Imperial County, Superior Court Case No ECU004457.

(3) **Hiring of Outside Counsel, Alene Taber:** Pursuant to California Government Code sections 37103 and 53060 as well as local City Ordinances, the City Manager is authorized to enter into a contract with outside counsel. A copy of that executed agreement is attached as **Exhibit 3**.

a. **RECOMMENDED TRANSPARENT ACTION TO AVOID UNNECESSARY LITIGATION:** I recommend that this Council take action to ratify the actions of the City

Exhibit 1

LAW OFFICE OF SEBASTIAN RUCCI, LLC

16400 Pacific Coast Highway, Suite 212

Huntington Beach, CA 92649

Phone: (562) 901-0199

Fax: (562) 249-6910

Email: Sebastian@RucciLaw.com

JTucker@imperial.ca.gov

IObeso-martinez@imperial.ca.gov

RAmparano@imperial.ca.gov

KBurnworth@imperial.ca.gov

SMendoza@imperial.ca.gov

CityClerk@imperial.ca.gov

KTurner@cityofimperial.org

January 21, 2026

Dear Mayor Obeso-Martinez Mayor Obeso-Martinez and Members of the City Council:

Pursuant to Government Code § 54960.2, this letter serves as a formal demand that the City cease and desist from actions taken in violation of the Ralph M. Brown Act.

MEETINGS MUST BE OPEN AND PUBLIC

The California Constitution commands that the “people have the right of access to information concerning the conduct of the people’s business, and, therefore, the meetings of public bodies and the writings of public officials and agencies shall be open to public scrutiny.” (California Constitution, Art. I § 3, subd. (b)(1)). The Ralph M. Brown Act (§ 54950 *et seq.*), enacted 73 years ago, declares that,

“public agencies in this State exist to aid in the conduct of the people’s business. It is the intent of the law that their actions be taken openly and that **their deliberations be conducted openly.** [¶] The people of this State do not yield their sovereignty to the agencies which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created.” (Gov. Code § 54950).

To achieve this aim, the Brown Act dictates that “[a]ll meetings of the legislative body of a local agency shall be open and public” except as otherwise provided. (§ 54953, subd. (a).) “No legislative body shall take action by **secret ballot**, whether preliminary or final.” (§ 54953, subd. (d)(1).) The city council “**shall publicly report** any action taken and the vote or abstention on that action of each member present for the action.” (§ 54953, subd. (d)(2).)

“A majority of the members of a legislative body shall not, outside a meeting authorized by this chapter, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body.” (§ 54952.2, subd. (b)(1)).

“At least 72 hours before a regular meeting,” the city “shall post an agenda that ... shall contain a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session.” (§ 54954.2, subd. (a)(1)). “No action or discussion shall be undertaken on any item not appearing on the posted agenda...” (§ 54954.2, subd. (a)(3)).

CLOSED SESSIONS CONCERNING PENDING LITIGATION

“Except as expressly authorized by this chapter ... no closed session may be held by any legislative body of any local agency.” (§ 54962). The city council may seek the “advice of its legal counsel” by “**holding a closed session** to confer with, or receive advice from, its legal counsel regarding pending litigation ...” (§ 54956.9, subd. (a)).

Litigation is pending if “[b]ased on existing facts and circumstances, the legislative body of the local agency has decided to initiate or is deciding whether to **initiate litigation.**” (§ 54956.9, subd. (d)(4)). “Prior to holding a closed session pursuant to this section, the legislative body of the local agency shall state on the agenda or publicly announce the paragraph of subdivision (d) that authorizes the closed session...” (§ 54956.9, subd. (g)).

The Brown Act requires, that an agenda be posted at “least 72 hours before a regular meeting.” (§ 54954.2, subd. (a)(1)). The “agenda shall contain a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session.” (§ 54954.2, subd. (a)(1)(A)). “No action or discussion shall be undertaken on any item not appearing on the posted agenda ...” (§ 54954.2, subd. (a)(3)).

“Prior to holding any closed session” the city council “shall disclose, in an open meeting, the item or items to be discussed in the closed session. The disclosure may take the form of a reference to the item or items as they are listed by number or letter on the agenda. In the closed session, the legislative body may consider only those matters covered in its statement.” (§ 54957.7, subd. (a)).

The “agenda may describe closed sessions ... in substantial compliance with this section ... by including.” (§ 54954.5). “With respect to every item of business to be discussed in closed session pursuant to Section 54956.9: CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION ... Initiation of litigation pursuant to paragraph (4) of subd. (d) of § 54956.9: (Specify number of potential cases).” (§ 54954.5, subd. (c)).

PUBLIC REPORT OF ACTION TAKEN IN CLOSED SESSION

The Brown Act requires that “[a]fter any closed session, the legislative body shall reconvene into open session prior to adjournment and shall make any disclosures required by § 54957.1 of action taken in the closed session.” (§ 54957.7, subd. (b)). The city council “**shall publicly report any action taken in closed session and the vote**” of any “[a]pproval given to its legal counsel to ... seek ... any form of litigation ... **shall be reported in open session at the public meeting during which the closed session is held.** The report shall identify, if known, the adverse party or parties and the substance of the litigation. In the case of approval given to initiate or intervene in an action, the announcement need not identify the action, the defendants, or other particulars, but shall specify that **the direction to initiate or intervene in an action has been given ...**” (§ 54957.1, subd. (a)(2)).

CEQA LITIGATION AGAINST THE COUNTY WAS AUTHORIZED IN VIOLATION OF THE BROWN ACT

“Except as expressly authorized by this chapter ... no closed session may be held by any legislative body of any local agency.” (§ 54962). The city council may seek the “advice of its legal counsel” by “**holding a closed session** to confer with, or receive advice from, its legal counsel regarding pending litigation ...” (§ 54956.9, subd. (a)).

“Prior to holding any closed session” the city council “shall disclose, in an open meeting, the item or items to be discussed in the closed session. The disclosure may take the form of a reference to the item or items as they are listed by number or letter on the agenda. In the closed session, the legislative body may consider only those matters covered in its statement.” (§ 54957.7, subd. (a)).

The agenda must identify the statutory authority, substantially comply with § 54954.5, and specify the number of potential cases. (§§ 54956.9, subds. (d)(4), (g); 54954.5, subd. (c).) The “agenda may describe closed sessions ... in substantial compliance with this section ...” (§ 54954.5). “With respect to every item of business to be discussed in closed session pursuant to § 54956.9: CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION ... Initiation of litigation pursuant to paragraph (4) of subd. (d) of § 54956.9: (Specify number of potential cases).” (§ 54954.5, subd. (c)).

The Brown Act requires a posted agenda at “72 hours” before the meeting and the agenda to contain a description of each item to be discussed “including items to be discussed in closed session.” (§ 54954.2, subd. (a)(1)). “In the closed session, the legislative body may consider only those matters covered in its statement.” (§ 54957.7, subd. (a)).

“Prior to holding a closed session pursuant to this section, the legislative body of the local agency shall state on the agenda or publicly announce the paragraph of subdivision (d) that authorizes the closed session...” (§ 59456.9, subd. (g)). The agenda for the Imperial City Council’s regular meeting of November 19, 2025, states that a closed session will occur at 6 pm, but publicly announces the paragraph that authorizes the closed session as follows:

“CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION.
Initiation of Litigation pursuant to California Government Code § 54956.9(c).
Potential Cases: 1 item.”

Government Code § 54956.9(c) which is cited as the statutory authority for the closed session states: “For purposes of this section, ‘litigation’ includes any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator.” (§ 54956.9, subd. (c)).

This section does not appear to be the right statutory authority to initiate litigation. The correct provision to initiate litigation is § 59456.9 subd. (d)(4) which states:

“litigation shall be considered pending when ... (4) Based on existing facts and circumstances, the legislative body of the local agency has **decided to initiate** or is deciding whether to **initiate litigation**.” (§ 59456.9, subd. (d)(4)).

The Brown Act provides examples of how the “agenda may describe closed sessions... by including the information provided below, irrespective of its format.” (§ 59454.5). “With respect to every item of business to be discussed in closed session pursuant to Section 54956.9: CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION ... Initiation of litigation pursuant to paragraph (4) of subd. (d) of § 54956.9: (Specify number of potential cases).” (§ 59454.5, subd. (c)).

None of the agendas for the Imperial City Council’s regular meetings prior to December 4, 2025, when the CEQA lawsuit was filed, show that the Imperial City Council would be holding a closed session under Government Code § 54956.9, subdivision (d) paragraph (4) to consider whether to initiate litigation.

The Brown Act also requires that “[a]fter any closed session, the legislative body shall reconvene into open session prior to adjournment and shall make any disclosures required by § 54957.1 of action taken in the closed session.” (§ 54957.7, subd. (b)).

The city council “shall publicly report any action taken in closed session and the vote” of any “approval given to its legal counsel” to “seek ... litigation” in “open session at the public meeting during which the closed session is held. The report shall identify, if known,

the adverse party or parties and the substance of the litigation ... shall specify that **the direction to initiate** or intervene in an action has been given ..." (§ 59457.1, subd. (a)(2)).

The video of the Nov. 19, 2025, meeting of the City Council provides as follows:

"Mayor James Tucker: City Attorney report on closed session?"

"City Attorney: The council met in closed session and only discussed one item on the agenda, which is conference with legal counsel, anticipated litigation, initiation of litigation pursuant to Government Code Section 54956.9(c), one item. Direction was given to council, and that concludes my report."

There was no disclosure in open session as to the vote by each member of the City Council for the action requested. Under the Brown Act, the city council "**shall publicly report** any action taken and **the vote** or abstention on that action **of each member present for the action.**" (§ 54953, subd. (d)(2).)

The city council "shall publicly report any action taken in closed session and the vote" of any "approval given to its legal counsel" to initiate litigation "shall be reported in open session." (§ 59457.1, subd. (a)(2)).

The report in open session by the City Attorney that "direction was given to council" is not the same as "**direction to initiate** or intervene in an action has been given." (§ 59457.1, subd. (a)(2)). The statement that "Direction was given to council" does not explain what direction? Was this a direction to negotiate? Was this direction to seek a tolling agreement (which is what occurred)? Was this direction to hire outside counsel and file a lawsuit against the county? The decision to file the CEQA lawsuit is a violates the Brown Act and is null and void.

Hiring of Outside CEQA Counsel Was Not Authorized in an Open Meeting

On a unknown date, likely in early November 2025, the City hired attorney, Alene Taber to handle CEQA litigation about the data center, against the County. The decision to hire the attorney, Alene Taber, was a backroom deal, orchestrated by Katherine Burnworth (picture of attorney Taber with councilwoman Burnworth). It occurred in private, not in public, in violation of California's Open Meeting Law.

The decision to hire attorney Alene Taber was not done in public as legally required. There are no agenda items, no minutes of the City Council, nor any closed session records of attorney Taber's employment being discussed by the City Council. The back room decision, done in secret, violates the Brown Act and is null and void.

**REJECTION OF THE RECLAIMED WATER AGREEMENT
WAS DECIDED OUTSIDE A PUBLIC MEETING**

The video of the February 19, 2025 city council meeting included Agenda Item to replace failed a washer at the wastewater treatment plant. City Engineer David Dale explained that the washer failed and needs to be replaced, and the wastewater plant remains a “very expensive” asset that requires protection. Councilman Amparano expressed frustration that the equipment installed in 2021 had failed. David Dale explained that the plant was designed with advanced capabilities and is ready to produce recycled water right now, requiring very little additional effort to reach that standard. The City Engineer stated: “We’ve already had a few talks with some developers interested in recycled water, it wouldn’t take much to get this plant to that level.” The market for recycled water is a strategic investment. The treatment plant is a high-value asset with revenue-generating potential (via developers), which justifies the cost of the necessary repairs.

On March 5, 2025, the City Engineer, David Dale, with knowledge of the City, agreed to provide reclaimed water, as documented in dozens of emails, under the following terms: The developer agreed to pay for all engineering studies by the City’s selected consultant; pay for all plant upgrades (\$10 million) and purchase the reclaimed water (\$3 million per year). This progressed for eight months, the developer paid the consultants’ bills, and the reclaimed water report showed waste lines from the City’s treatment center to the data center.

Eight months later, on November 26, 2025, the City secretly decided not to honor its reclaimed water agreement. The City manager stated in one text: “We are working on the reclaimed water will-serve. You indicated that you would provide us with a copy of the El Centro will-serve letter. We are also contacting El Centro.” The City Manager approached El Centro to block their reclaimed water agreement with the developer.

The reclaimed water agreement provided economic benefits to the public and a decision to breach the agreement had to be done in public, listed on an agenda and minutes of the city council. If the water agreement was breached in closed session, after each closed session, the city council must reconvene in open session and publicly report any action taken, including the vote. (§§ 54957.7, subd. (b); 54957.1, subd. (a)(2).)

There are no agenda records or minutes of the city council regarding breaching the reclaimed water agreement. This decision had significant economic and policy consequences and therefore required action by the City Council in a noticed public meeting. There are no agenda items, minutes, or public reports reflecting Council approval to breach or reject the reclaimed water agreement. Any such decision made in closed session was required to be publicly reported, including the vote. (§§ 54957.7, 54957.1.) Because no such public action occurred, the decision violates the Brown Act and is null and void.

**DATA CENTER WORKSHOP WAS SCHEDULED
WITHOUT COUNCIL ACTION IN AN OPEN MEETING**

On December 11, 2025, the City held a general data center workshop. The workshop was synchronized with IID's two days prior, and is a clear sign that the City and IID were coordinating the attacks on the data center under purported "transparency."

The scheduling of a workshop addressing a matter of major public policy constitutes legislative action and may not be taken informally or privately. The decision to hold a data center workshop was a secret backroom deal, most likely orchestrated with Karin Eugenio and Alex Cardenas of the IID, who held their workshop two days prior. The City joined IID to oppose the data for Z-Global's benefit.

The decision for the data center workshop is not listed on any agenda item, in any City Council minutes, or in any minutes of a closed session, as legally required. Without any public records, it is clear this was a back-room decision made in secret. Absent lawful authorization in an open meeting, the decision violates the Brown Act and is null and void.

**CITY COUNCIL'S ANTI-DATA-CENTER STATEMENTS
WERE NOT AUTHORIZED IN PUBLIC**

The Brown Act dictates that "[a]ll meetings of the legislative body of a local agency shall be open and public." (§ 54953, subd. (a).) "No legislative body shall take action by **secret ballot**, whether preliminary or final." (§ 54953, subd. (d)(1).) On November 26, 2025, the City's Website/Facebook states:

Notice Regarding County of Imperial's Potential Approval Associated with a Large-Scale DataCenter Complex at the Southeast Corner of Aten & Clark: **The City of Imperial has recently become aware** that the County of Imperial has approved ... Because this project is unprecedented in its magnitude and use, **the City Council feels** it is critical to notify our residents of this project. **While the City Council supports** development, economic progress and job creation - it is important to empower our residents to provide feedback to the County when such large projects are built in our neighborhoods."

The Agendas and Minutes for the City of Imperial's Meetings from January 2025 to the November 19, 2025 meeting (1,285 pages) and all video's of the meetings to that date (32 hours) were reviewed for any public discussion about the "data center." Notwithstanding that multiple data center application were before the City. Not a single agenda or video's of the open public meetings prior to November 26, 2025 show that the Imperial City Council discussed the data center in open session.

If the City discussed the data center in closed session, for example on November 19, 2025, this was a violation of the Brown Act. There is no agenda about the data center. Not any discussion from anyone, prior to November 19, 2025. The authorization to use public employees to place “notes on doors the day before Thanksgiving” is an aggressive act against the data center. After all, the purported “unprecedented” data center was of the same magnitude when applications were made to the City.

“No legislative body shall take action by **secret ballot**, whether preliminary or final.” (§ 54953, subd. (d)(1).) All action by the City Council must be publicly reported, including the vote each member present. (§ 54953, subds. (d)(2).) The multiple statements on the City’s website that the statement was by the “City Council” confirms that the statement seeking to empower residents, was undertaken in secret in violation of the Brown Act and is null and void.

When statements are attributed to the City Council, they constitute collective action and must be authorized in compliance with the Brown Act. (§ 54953.) Actions taken through undisclosed serial communications or private direction violate § 54952.2 of the Brown Act and are null and void.

DISTRIBUTION OF ANTI-DATA-CENTER MATERIALS WERE NOT AUTHORIZED IN PUBLIC

Francisco Leal, an IID employee which has hidden his connection to IID, stated in a recent article in the Imperial Valley Weekly: “It happened so quick; **the city of Imperial left notes on doors the day before Thanksgiving** [November 26, 2025]. It was overwhelming to see all the negatives you get, and it’s impossible not to worry...When there’s fear and harm, you have to step up to the plate and call out the lies of the developers ...”

A majority of the city council may not use serial communications, including electronic or social-media communications, to discuss, deliberate, or take action on matters within the body’s jurisdiction outside a properly noticed meeting. (§ 54952.2, subds. (b)(1), (b)(3)(A).)

There are no agenda records, nor any minutes of the City Council discussing the data center on, or prior, to November 26, 2025. The statement on the website that this was from the “City Council” is not from any public discussion. It is believed that this decision was orchestrated by Katherine Burnworth. It was a back-room decision, made in secret and in violation of the Brown Act, and is null and void.

DEMAND TO CURE AND CORRECT (Gov. Code § 54960.2)

Pursuant to Government Code §§ 54960.1 and 54960.2, the City is hereby demanded to cure and correct the violations described above by taking the following actions:

1. Rescind and nullify any authorization to initiate CEQA litigation against the County and any related retention of outside counsel that was not lawfully approved and reported in compliance with the Brown Act;
2. Rescind and nullify any decision to reject or breach the reclaimed water agreement that was not approved in a noticed public meeting;
3. Publicly disclose and ratify or rescind, in a properly noticed open meeting, any actions taken regarding the data center workshop and City Council communications attributed to the Council;
4. Disclose all votes, directions, and actions previously taken in closed session as required by Government Code § 54957.1; and
5. Commit in writing to future compliance with all Brown Act agenda, disclosure, and reporting requirements.

The City is required to respond in writing within 30 days of receipt of this demand, stating whether it will cure and correct the challenged actions. (Gov. Code, § 54960.2, subd. (b).) Failure to timely and fully cure and correct will result in legal action without further notice, including a petition for writ of mandate, injunctive relief, declaratory relief, and recovery of attorneys' fees and costs as authorized by law.

Sincerely,



Sebastian Rucci

Exhibit 2

DECLARATION OF KATHERINE TURNER

I, Katherine Turner, declare as follows:

1. I am the City Attorney for the City of Imperial. During the times addressed in the January 21, 2026 letter from Sebastian Rucci, I have served in this role and advised the City of Imperial related to Brown Act matters.
2. I have personal knowledge of each matter stated herein, and if called upon to do so, I could and would competently testify to each matter set forth herein.
3. Seventy-two hours before each meeting that the data center project was discussed in closed session, the City provided notice as required by California Government Code. These notices included listing the recommended safe harbor language of: (1) anticipation of litigation, (2) initiation of litigation and (3) the active litigation - both City of Imperial vs. Imperial Valley Computer Manufacturing LLC, et al, Imperial County, Superior Court Case No ECU004457 and Imperial Valley Manufacturing, LLC vs. City of Imperial, United States District Court for the Southern District of California Case No 26CV128 JLS BJW.
4. In my legal opinion, any announcements (other than “direction given to counsel” on each item) would “jeopardize the agency’s ability to effectuate service of process on one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage.” California Government Code section 54956.9.
5. In addition to statements, I received a written communication from Mr. Rucci on November 26, 2025 that he would sue the City of Imperial related to the data center. His statement was “However, we remain of the legal opinion that the City of Imperial improperly halted our project before the City, costing well over a million dollars in expenses, and we will not allow

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a public process to commence where one does not exist.” In my opinion, this is justification of a significant exposure of litigation.

6. Based on the aforesaid, each of the allegations raised in Mr. Rucci’s January 21, 2026 demand was properly agendized, discussed and reported and actions were in full compliance with the Brown Act.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED: February 13, 2026



Katherine Turner

Exhibit 3



November 24, 2025

VIA EMAIL ONLY (dmorita@imperial.ca.gov & kturner@cityofimperial.org)

Dennis Morita
City Manager
Katherine Turner, Esq.
City Attorney

City of Imperial
420 S. Imperial Avenue
Imperial, CA 92251

RE: Engagement Letter & Fee Agreement

Dear Mr. Morita and Ms. Turner:

Thank you for the opportunity to represent the City of Imperial. This letter will confirm your engagement of Alene Taber Law, A Professional Corporation ("Firm") to provide legal services to the City regarding a proposed data center project to be located within the unincorporated County are within the City's sphere of influence.

The scope of Firm's work will be guided by your direction and may involve County of Imperial administrative proceedings and litigation. My billing rate is \$550.00 per hour. Billing rates are reviewed annually and may be adjusted with advance notice to you.

Services are invoiced monthly. Invoices contain a detailed narrative of the services rendered, the time spent, and the amount charged. I recommend that you treat the Firm's invoices as confidential documents and safeguard them appropriately. Invoices will be directed to your attention and emailed to the above email address.

Please refer to the attached Billing and Policy Summary for additional details regarding the Firm's representation, including an agreement to arbitrate disputes. The effective date of this letter agreement is the date on which our services commenced; the date of this letter on page 1 is for convenience of reference only. I encourage you to consult with other counsel or advisors of its choice regarding the terms of this representation and, by agreeing to the terms of this letter agreement, you acknowledge that you have had the opportunity to do so.

Mr. Morita and Ms. Turner
November 24, 2025
Page 2

Thank you for choosing this Firm to assist you with your matter. You are a valued client, and I am committed to supporting you in reaching your goals.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Alene Taber".

Alene Taber
President

Attachment

Mr. Morita and Ms. Turner
November 24, 2025
Page 3

I have read and understand this Engagement Letter/Fee Agreement and the attached Billing and Policy Summary. I hereby confirm the engagement of Alene Taber Law, A Professional Corporation, to represent in accordance with its terms.

Dennis H. Morita

Dennis Morita

On Behalf of the City of Imperial

Date: *November 25, 2025*

Billing and Policy Summary

1. **Billing Practices.** The attorney-client relationship works best when clients receive a full explanation at the outset about fees and payment terms. This "Billing and Policy Summary" sets forth the principles underlying the Firm's fees and other charges. Please review it and let me know if you have any questions about the Firm's billing policies. In addition, you should direct any future questions about our billing practices or any particular invoices to me.
2. **Fees.** Except as otherwise agreed with a client, the Firm bills for services on an hourly basis. Time is accounted for in tenth-of-an-hour increments, and fees calculated by applying the hourly rate. On occasion with your prior approval, the Firm may utilize contract employees to assist in providing legal or paralegal services, working under our direct supervision. In such cases the client is billed at an appropriate hourly rate commensurate with that of our professional staff with equal experience and expertise. All billing rates are reviewed annually and may be adjusted periodically.
3. **Other Charges.** Depending on the matter, the Firm may have to use various in-office support systems and outside services. Therefore, you may incur and be billed for costs in addition to professional fees, subject only to written policies regarding the billing of disbursements that a client may provide to the Firm in advance of the engagement. Such charges are billed to a client's account at the time they are incurred. Examples include photocopying, overnight delivery, messenger services, travel expenses, court filings, court reporting and data storage. We reserve the right to make periodic adjustments to these charges. In some matters with your prior approval, the Firm may retain outside vendors, such as experts, consultants or other third-party vendors, to assist in your representation. The Firm may require you to pay the invoices of any such outside vendors directly, or require you to pay the Firm an additional retainer that will be held in the Firm's client trust account and used to pay any third- party vendor expenses incurred on your behalf. The Firm may periodically require you to replenish this sum to ensure sufficient funds are available for ongoing costs. At the conclusion of the Firm's representation, any outstanding vendor expenses incurred on your behalf will be deducted from the vendor expenses retainer and refund the remaining balance to you.
4. **Fee Estimates.** From time to time, the Firm may be asked to provide estimates of anticipated fees. Although the Firm will make every effort to do so in a manner appropriate to the circumstances, these estimates may be subject to uncertainties beyond our control. Such estimates should not be viewed as a maximum or minimum fee quotation, unless the Firm expressly confirm so in writing.

Billing and Policy Summary

- 1. Billing Practices.** The attorney-client relationship works best when clients receive a full explanation at the outset about fees and payment terms. This "Billing and Policy Summary" sets forth the principles underlying the Firm's fees and other charges. Please review it and let me know if you have any questions about the Firm's billing policies. In addition, you should direct any future questions about our billing practices or any particular invoices to me.
- 2. Fees.** Except as otherwise agreed with a client, the Firm bills for services on an hourly basis. Time is accounted for in tenth-of-an-hour increments, and fees calculated by applying the hourly rate. On occasion with your prior approval, the Firm may utilize contract employees to assist in providing legal or paralegal services, working under our direct supervision. In such cases the client is billed at an appropriate hourly rate commensurate with that of our professional staff with equal experience and expertise. All billing rates are reviewed annually and may be adjusted periodically.
- 3. Other Charges.** Depending on the matter, the Firm may have to use various in-office support systems and outside services. Therefore, you may incur and be billed for costs in addition to professional fees, subject only to written policies regarding the billing of disbursements that a client may provide to the Firm in advance of the engagement. Such charges are billed to a client's account at the time they are incurred. Examples include photocopying, overnight delivery, messenger services, travel expenses, court filings, court reporting and data storage. We reserve the right to make periodic adjustments to these charges. In some matters with your prior approval, the Firm may retain outside vendors, such as experts, consultants or other third-party vendors, to assist in your representation. The Firm may require you to pay the invoices of any such outside vendors directly, or require you to pay the Firm an additional retainer that will be held in the Firm's client trust account and used to pay any third-party vendor expenses incurred on your behalf. The Firm may periodically require you to replenish this sum to ensure sufficient funds are available for ongoing costs. At the conclusion of the Firm's representation, any outstanding vendor expenses incurred on your behalf will be deducted from the vendor expenses retainer and refund the remaining balance to you.
- 4. Fee Estimates.** From time to time, the Firm may be asked to provide estimates of anticipated fees. Although the Firm will make every effort to do so in a manner appropriate to the circumstances, these estimates may be subject to uncertainties beyond our control. Such estimates should not be viewed as a maximum or minimum fee quotation, unless the Firm expressly confirm so in writing.

5. **Billing Procedures.** Clients are billed on a monthly basis. Each invoice will separately state the amount of fees and costs. Unless otherwise specified, each represents fees and disbursements charged to the client through the end of the preceding month. The full amount of each invoice is due upon receipt by the client, irrespective of any eventual reimbursement of all or a portion of your fees and costs by a third party. Although the Firm seeks to include all fees and charges for a billing period, certain time and cost items from a billing period may not appear in the invoice for that period. Instead, they may be included in a later invoice. Client authorizes the Firm to withdraw the funds from Client Trust Account to pay Attorneys' fees and costs. Client acknowledges that the deposit in the Client Trust Account is not an estimate of total fees and costs to be charged by Firm, but merely an advance.

6. **Payment Terms.** Payment is due upon presentation of the invoice, irrespective of any eventual reimbursement of all or a portion of your fees and costs by a third party. Payments that are made "on account" and not identified with a specific invoice will be credited to outstanding invoices chronologically, first to costs and then to fees. The Firm's invoices include instructions for paying fees and charges. Please contact me via telephone to verify wire instructions before wiring funds. Our payment options, including our wire instructions, will not change unless you receive a formal notification from the Firm.

7. **Preservation of Electronic Information.** If your engagement includes a litigation matter, it is possible that it will involve electronic discovery. Under California and federal law, the obligation to provide discovery of electronic information carries with it the obligation to preserve such information. Failure to preserve all electronic and paper information that is later determined to be of potential importance to pending or threatened litigation can result in a range of sanctions, including, in extreme cases, the sanction of an adverse judgment. This evidence may also turn out to be critical to your ability to prove facts that support your position in the case, or disprove facts that the opposing party offers. Many electronic document storage systems contain programs that automatically overwrite or delete data. It is therefore important that you take appropriate steps to ensure that all information and electronic data that may be relevant is not lost, deleted, or destroyed. The Firm recommends that normal document disposition policies, or automatic purging of electronic records, be suspended as to the matters at issue in any pending or threatened litigation until the matter is concluded. Please contact me for our additional fee schedule for assistance with collecting and processing electronically stored information as needed in your matter.

8. **Conflicts Review.** The Firm has performed a computerized check of potential conflicts of interest that might have prevented the Firm from providing representation in this matter. Based on information provided by you, as well as the information available in the Firm's files, we are not aware of any conflicts of interest

at this time. If you later learn of any additional parties with an interest in this matter, you should notify the Firm immediately so that we can be certain that they create no problem with this representation. The Firm will conduct a similar search with respect to each new matter you may refer to the Firm.

9. **Identity of Client.** The Firm's engagement is with the City of Imperial. Unless otherwise agreed to in writing, the Firm does not represent any parent, subsidiary, affiliate, directors, officers, or other related person or entity as a client. The Firm does not regard a representation adverse to a parent, subsidiary, affiliate, director, officer, or other related person or entity as being adverse to you.

10. **Cooperation.** To perform our services effectively, the Firm requires the support of each client. The Firm will keep you informed of the status of your matter, and will consult with you regarding our representation as appropriate. The Firm will provide copies of significant correspondence and documents to you during the course of our representation. You can assist us by keeping us fully informed as to facts and developments relevant to our representation of you and to each matter assigned. It is essential that each client provide us with accurate and complete information, including written materials when requested, and that each client make its personnel available to the extent required. Failure to assist in this way may affect our ability to represent a client adequately, and could result in the Firm's withdrawal as legal counsel.

11. **No Warranty of Result.** We cannot predict or represent that a particular result can be obtained within a specified time. We can make no promises or guarantees regarding the outcome of the matter or matters that are the subject of our services. We do not ordinarily undertake to keep clients informed about subsequent developments or changes in law once the matter in question has concluded. If you would like us to do so, please inform us in writing so that we can make the necessary arrangements to provide this service.

12. **Return and Disposition of Files.** After our services conclude, we will, upon your request, deliver to you the files that we created in providing representation to you, along with any funds or property of yours in our possession. If you do not request the files, we will retain them for a period of one year after the matter is closed. At the end of the one-year period, we will have no further obligation to retain the files.

13. **Dispute Resolution.** While we certainly do not anticipate a dispute between us, in the event we are unable to mutually resolve a dispute between us, we both agree that we will submit any such dispute, as soon as practicable, to final and binding arbitration in Los Angeles or Orange County, California, before a single neutral arbitrator who is a retired judge or justice. This agreement to arbitrate includes any and all disputes between us which arise out of or relate in any way to this Agreement, our relationship, the services performed by us, or the attorney fees

and costs charged. Each party shall bear its own costs, expenses, attorney's fees and an equal share of the arbitrators' and administrative fees.

Before agreeing to arbitrate disputes as set forth above, you should consider how arbitration differs from having a dispute resolved in a court of law. For example, by agreeing to arbitrate any and all disputes between us, you will be giving up your legal right to have such disputes heard and determined by a judge or jury in a courtroom open to the public. Unlike public court proceedings, arbitration proceedings are conducted privately and the outcome in most instances remains confidential. You will be responsible, in part, to share the costs of the arbitration proceeding, including payments to the arbitrator. Discovery in arbitration may be more limited than permitted in a court of law, including limitations on the number of depositions, and more limited discovery of third parties. A judicial forum generally does not permit reasonable attorney fees to be imposed against a non-prevailing client in a non-frivolous malpractice action, whereas an arbitral forum may permit an award that imposes costs of the arbitration, expenses and reasonable attorney fees against the non-prevailing party. The right to appeal an arbitrator's decision or have it reviewed is limited; in most instances, the arbitrator's decision will be final and all parties will be bound by it, although there may be very limited circumstances under which the arbitrator's decision can be appealed or reviewed. If an arbitration award is confirmed by a trial court, the resulting court judgment may thereafter be enforced in the same manner as a judgment in a civil action.

We both agree that the arbitrator, not any federal or state court judge, will have the exclusive jurisdiction to resolve any and all disputes regarding the arbitrator's jurisdiction and the interpretation, applicability, enforceability or formation of this binding agreement to arbitrate, including but not limited to determining which claims are subject to arbitration, or any contention that all or any part of this arbitration agreement is unenforceable, voidable or void.

If you have any questions about the significance of your decision to arbitrate, we encourage you to raise them with an attorney who is independent of this law firm before you sign this engagement agreement.

14. Mandatory Fee Arbitration. Notwithstanding Section 13 above, in any dispute subject to the jurisdiction of the State of California over attorney's fees, charges, costs or expenses, you have the right to elect arbitration pursuant to the fee arbitration procedures of the State Bar of California, as set forth in California Business and Professions Code Sections 6200-6206. Arbitration pursuant to the State Bar procedures is non-binding unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. These procedures permit a court trial after arbitration, or a subsequent binding contractual arbitration if the parties have agreed to binding arbitration and either party rejects the award and requests a trial de novo within 30 days after the award is mailed to the parties. If, after receiving a notice of the client's right to arbitrate, you do not elect to proceed

under the State Bar fee arbitration procedures, and file a request for fee arbitration within 30 days, any dispute over fees, charges, costs or expenses, any dispute, claim or controversy arising between us, will be resolved by binding arbitration as provided in Section 13 above.

15. Termination. Clients may terminate our legal services at any time effective upon delivery of written notice to the Firm. Unless we specifically agree to do so, we will provide no further services and advance no further costs on the matter after we receive notice of termination. Our right to terminate services to a client is subject to certain Rules of Professional Conduct that (a) require us to take reasonable steps to avoid foreseeable prejudice to the client from our withdrawal, and (b) establish standards for mandatory and permissive withdrawal under certain circumstances. Failure by a client to pay our bills in full, and on a timely basis, can constitute adequate grounds for us to withdraw. If we are attorney of record in any proceeding at the time we receive a termination notice, you will be required to execute and return a Substitution of Attorney consent immediately upon receipt, regardless of who initiates the termination. Whether you terminate our legal services or we withdraw from the representation as allowed by the Rules of Professional Conduct, you agree to pay all fees and costs incurred for our work up to the date of our termination or withdrawal.

Unless you terminate our services or we withdraw as provided in the preceding paragraph, our representation of you will be deemed concluded when we have completed our agreed-upon services. In addition, and without limiting the preceding sentence, you agree that our attorney-client relationship with you will have been terminated if we have performed no work on your behalf for twelve consecutive months. Your obligation to pay our fees and charges will survive the conclusion of our representation.

16. Consent to Use of Technology. During the course of our work together, we may exchange emails, documents, and other materials over the Internet using commercially available communication and collaboration tools or platforms. Because e-mail continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client's representatives and agents. In addition, the Firm uses a cloud computing service with servers located in a facility other than the Firm's office. Most of Firm's electronic data, including emails and documents, are stored in this manner. By entering into this Agreement, Client understands and consents to having communications, documents and information pertinent to the Client's matter stored through such a cloud-based service.

Consistent with our ethical obligations, we may also use artificial intelligence ("AI") technology to better represent your interests. We will be in touch with you if we believe our proposed use of AI technology, or our use of a particular AI tool, requires additional discussion or disclosures.

17. **Miscellaneous.** From time to time, and consistent with our obligation to maintain your confidences, we may wish to reference our representation of you on our website, in attorney biographies, on matter lists, or in descriptions of our practice areas. We assume you have no objection to such use. We may send you emails with information about our firm, services, legal developments and upcoming events. If at any time you no longer wish to receive marketing communications from us, you may unsubscribe by clicking a link at the bottom of each marketing email which enables you to opt out of our mailing lists. Our agreement will be governed by California law.

18. **Entire Agreement; Notice.** This attached letter and this Billing and Policy Summary represent our entire agreement, which will be effective on the date of your signature. It supersedes all prior agreements, statements, or guarantees made before this time. Any notice from you amending, supplementing or superseding the terms of the attached letter and this Billing and Policy Summary will be effective only if approved by our duly authorized representative, and our agreement is memorialized in a writing signed by both parties. To signify your agreement with the terms of this letter, please sign the original and retain it for your files. Please sign a copy of the letter and return it to us for our files. You may also affix an electronic signature indicating your intent to sign this letter and return a copy to us electronically. Of course, you have the right to seek the opinion of independent legal counsel or any other advisors, if you wish to do so, in order to determine whether each and every aspect of this agreement is in your best interests and is acceptable as drafted.

19. **Professional Liability Insurance Disclosure.** Pursuant to California Rule of Professional Conduct 1.4.2.(a), I am informing you in writing that I have professional liability insurance.

20. **No Tax Advice.** Firm has not been retained to provide Client with any tax advice concerning any of the services to be provided. Any documents prepared by the Firm may have specific tax ramifications. To be sure Client understands and is certain of all the potential tax consequences, Client should consult with tax advisors regarding these matters.