



## O'MELVENY & MYERS LLP

LOS ANGELES  
IRVINE  
NEWPORT BEACH  
NEW YORK  
SAN FRANCISCO  
TYSONS CORNER

1999 Avenue of the Stars  
Los Angeles, California 90067-6035

TELEPHONE (310) 553-6700  
FACSIMILE (310) 246-6779  
INTERNET: [www.omm.com](http://www.omm.com)

WASHINGTON, D.C.  
HONG KONG  
LONDON  
SHANGHAI  
TOKYO

May 2, 2002

OUR FILE NUMBER  
170,446-842

WRITER'S DIRECT DIAL

VIA FACSIMILE . . . . . AND OVERNIGHT  
MAIL

WRITER'S E-MAIL ADDRESS  
[jfarar@omm.com](mailto:jfarar@omm.com)

Dear

This letter confirms that O'Melveny & Myers LLP, the Environmental Law Foundation, and the Legal Aid Foundation of Los Angeles ("Counsel") have retained you as a consultant and expert on behalf of our clients ("Plaintiffs") in the above-entitled lawsuit, pending in the Los Angeles Superior Court of the State of California. The terms of your retention ("the Agreement") are set forth below.

1. You agree to provide consulting services in connection with the above-entitled lawsuit as an independent contractor and at the request and under the direction of Counsel.

2. You will be compensated for your services at the rate of \$        per hour for consulting. You will be compensated for the amount of time you work on this matter, such as your review and analysis of documents, and other materials provided by Counsel, conferences with Counsel attorneys, and drafting and preparation of declarations and other court filings. You agree not to undertake work on behalf of Plaintiffs with respect to the above-entitled lawsuit without prior approval from Counsel. You will be reimbursed for your reasonable expenses incurred in the rendering of services, provided such expenses have been incurred at the request or direction, and with the prior approval, of Justin Farar, Esq. or another attorney at O'Melveny & Myers, the Environmental Law Foundation, or the Legal Aid Foundation of Los Angeles. If we ask you to give testimony in court in this proceeding, your compensation will be        per hour for the time you testify in court. In addition to either the consultation rate of        per hour (which includes travel time) or the testifying rate of        , expenses such as laboratory analysis, equipment rental, technician assistance, photographs, other materials and

related expenses will be charged at cost, with the prior approval of Mr. Farar, or another attorney at O'Melveny & Myers, the Environmental Law Foundation, or the Legal Aid Foundation of Los Angeles.

3. You will send a monthly invoice for 1/3 of the cost to O'Melveny and Myers for your fees and expenses at the above address, ATTN: Justin Farar, Esq. You will send a monthly invoice for 1/3 of the cost to the Environmental Law Foundation for your fees and expenses at the following address: ATTN: Philip Shakhnis, Esq.,

You will send a monthly invoice for the remaining 1/3 of the cost to the Legal Aid Foundation of Los Angeles for your fees and expenses at the following address: ATTN: Tai Glenn, Esq.,

4. You acknowledge and agree that all information, data and experience obtained or developed by you pursuant to the Agreement, and the content of all communications between you and Counsel, constitute confidential information, which will be maintained in confidence and not disclosed to any third person. You agree not to disclose to anyone, without Counsel's written permission, the nature or content of any oral or written communication, or any information gained from the inspection of records, documents, or other materials submitted or shown to you.

5. You acknowledge and agree that all papers, documents, records, or other material relating to this matter, regardless of their nature and source, shall be held by you solely for convenience and subject to Counsel's unqualified right to instruct you with respect to their possession and control. Any papers prepared by you or under your direction in connection with this matter belong to Counsel. You shall return all documents, records, and other materials at Counsel's request, whether at the conclusion of this matter or at any other time.

6. You agree not to disclose the fact of your retention to any third party without Counsel's written consent. At the conclusion of the above-entitled lawsuit, you may request written permission from Plaintiffs to use such information, data and experience, and if such permission is obtained, you may do so pursuant to terms and conditions to be agreed upon by you and Plaintiffs.

7. The construction of the Agreement will be governed by California law, and any dispute respecting the Agreement, its meaning, or the performance of Plaintiffs, Counsel or you hereunder will be resolved by arbitration before a commercial arbitration tribunal of the American Arbitration Association at an office in the City of Los Angeles, California.

8. The Agreement may be terminated by Counsel or you without cause at any time.

9. If anyone serves or attempts to serve upon you any court process seeking to examine, inspect, or copy the documents, records or other materials described in paragraph 5, you agree to notify us before producing any of these materials. To the extent you are required to

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be represented by counsel in connection with any such attempt to obtain such documents, records, or other materials, we will represent you at no cost.

10. We agree that if Plaintiffs or Counsel should assert any claim for professional negligence against you, our recovery will be limited to the fees you have been paid.

11. During the period that you are retained as an expert in the above matter, you agree not to engage in any work adverse to Plaintiffs. You also agree that you will not accept employment as a consultant or expert in any matter in which O'Melveny & Myers, Legal Aid Foundation of Los Angeles, or Environmental Law Foundation represent any party opposed to your prospective employer without first obtaining the written consent of whichever of those law firm is involved. (That consent shall not be unreasonably withheld.)

12. This letter sets forth the entire Agreement between Counsel, as disclosed agent for and acting on behalf of Plaintiffs, and you relating to the subject matter set forth herein, and supersedes any prior agreements, written or oral. This Agreement may not be modified except by a writing subscribed to by Counsel and you.

If the foregoing meets with your approval, please indicate your acceptance by signing in the space provided below and returning the executed original of this letter to me.

We look forward to working with you on this matter.

Sincerely,

Justin Farar  
of O'MELVENY & MYERS-LLP

Agreed to and accepted:

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Dated: May \_\_\_\_, 2002

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