

June 18, 2023

Barbara Boswell, Chief Executive Officer
Clean Energy Alliance
c/o City of Solana Beach
635 S. Highway 101
Solana Beach, CA 92075
E-mail: ceo@thecleanenergyalliance.org

RE: Engagement Letter and Joint Representation Agreement Between Keyes & Fox LLP and Clean Energy Collective (“CEA”)

Keyes & Fox LLP (“K&F”) is delighted that CEA, has decided to engage K&F to act as general regulatory counsel to provide legal representation both individually and jointly with other community choice aggregators (“CCAs”) before the California Public Utilities Commission (“Commission”) and other regulatory agencies, as well as compliance related issues and any other matters K&F and CEA both mutually agree to undertake for the period of June 2023 through May of 2026, with the option to renew this agreement upon mutual consent through May of 2028 (“Legal Services”).

This letter describes the basis of the attorney-client relationship between K&F and CEA with respect to the Legal Services, and an explanation of how K&F will bill for those services. This letter also describes the risks to and responsibilities of CEA for matters where CEA will be jointly represented along with other CCAs (“Joint Representation”).

1. Scope of Engagement

Pursuant to this Engagement Letter, K&F shall provide CEA with the Legal Services identified above. K&F will do its utmost to represent CEA effectively, provide Legal Services in an efficient manner, and respond promptly to CEA’s inquiries.

We have run a conflicts check as it relates to the proposed Legal Services, and we have not found any direct conflicts with undertaking them. If a conflict arises that may impact our ability to provide CEA with effective representation, we will promptly bring that conflict to CEA’s attention. If CEA becomes concerned about any relationship we might have with particular companies, organizations or individuals, please bring those concerns to our attention.

K&F will coordinate projects with the Chief Executive Officer (CEO), as the designated representative of CEA, or with whomever the CEO may specifically delegate that authority. We understand that the CEO has the authority to make decisions on behalf of CEA in connection with the Legal Services proposed, and we are relying on that understanding.

2. Joint Representation

When asked to undertake Joint Representations of multiple CCAs (“Joint Clients”) K&F will represent each of the Joint Clients with respect to the Legal Services, and all appearances and filings made in connection with the Legal Services shall be made in the name of all Joint Clients. By executing this letter, CEA agrees that for Joint Representation matters, K&F will take direction from each Joint Client. In addition, CEA agrees that if any Joint Clients in a Joint Representation requests in writing – for any reason or for no reason – to withdraw from Joint Representation, that withdrawal would be effective immediately, and from that point forward, K&F would not have an attorney-client relationship or further attorney-client obligations with the withdrawn party with respect to the Legal Services.

Because K&F will be representing multiple clients in certain matters under this engagement, the applicable rules of professional conduct require that we inform you, as a Joint Client, of actual and potential conflicts of interest with respect to Joint Representation, and that we obtain informed, written consent from each of the Joint Clients agreeing to the Joint Representation.

K&F has run a conflict check as it relates to the Legal Services. Based on the information we have been provided, we do not believe representation of Joint Clients with respect to the Legal Services involves an actual conflict of interest between the Joint Clients. If CEA is aware of an actual conflict of interest as between and Joint Clients, please let K&F know immediately.

Even though there may be no actual conflict, there are potential conflicts. K&F currently represents numerous CCAs and other organizations and companies in California’s energy industry in matters that may pertain to the Legal Services. K&F may be required to refrain from providing Legal Services on a particular matter if it has an existing conflict or potential conflict due to an existing engagement with another client. K&F will seek to obtain conflict waivers from CEA and other K&F clients whenever possible.

Differences in respective financial resources, prior experience, interests, and objectives of any Joint Clients could make one approach to K&F’s representation more favorable to one Joint Client than to another, or could lead to disputes among Joint Clients. For example, if K&F was to represent only one client, rather than multiple Joint Clients, K&F might be able to obtain more favorable treatment for that one. Because K&F will be representing multiple Joint Clients, it will be necessary to balance the interests of any Joint Clients rather than prioritizing the interests of only one client.

If a potential conflict arises, either among any Joint Clients or between CEA and other K&F clients that may impact our ability to fully represent CEA with respect to the Legal Services, we will promptly bring that conflict to CEA’s attention.

In the event any Joint Clients become adverse to each other with respect to the Legal Services, CEA agrees that they shall not seek disqualification of K&F from representation of the other Joint Clients with respect to the Legal Services on the basis of this agreement, K&F’s access to confidential information obtained from CEA in connection with the Legal Services, or K&F’s separate representation of any Joint Clients on matters unrelated to the Legal Services;

provided, however, that nothing in this agreement authorizes K&F to represent either of the Joint Clients in any action brought by or against either of the other Joint Clients.

3. Confidentiality of Communications and Work Product.

Generally, it is in CEA's interest to preserve confidentiality of all communications with K&F. If CEA discloses any of our communications, it jeopardizes the privileged nature of the communications, so we believe it is advisable that CEA take care not to disclose privileged information to third parties.

For Joint Representations, CEA understands and acknowledges that any communications between each of the Joint Clients and K&F regarding the Legal Services may not be kept confidential from the other Joint Clients. In addition, should any future dispute among Joint Clients concerning the matter on which Joint Clients have engaged us to represent them lead to litigation, the attorney-client privilege may not protect communications that were commonly shared.

If CEA wishes to communicate confidentially with K&F about matters outside the scope of any Joint Representation, it should: 1) exclude all third parties from the communication, including the other members of the Joint Clients, and 2) ensure K&F is aware the correspondence is on behalf of the individual agency, company or organization and is not related to the Legal Services subject to a Joint Representation.

Through this Engagement Letter, CEA authorizes K&F to engage in confidential communications with EQ Research LLC to obtain litigation support with respect to the Legal Services. K&F understands it is the intent of CEA that all communications and work product that are developed by, or shared with, EQ Research LLC related to the Legal Services shall be confidential and subject to attorney-client privilege and/or attorney work product privilege.

4. Fees, Costs, and Invoicing

By signing this Joint Representation Agreement, CEA agrees to pay K&F for time and out-of-pocket expenses according to the terms set forth below.

a. Professional Fees

K&F will keep an hourly total of time spent on the Legal Services matters. Work will be performed at hourly rates according to the rates set forth in Attachment A to this Engagement Letter, which is incorporated by reference herein. It is K&F's policy to adjust hourly rates for all attorneys and staff at the beginning of the calendar year. Historically, rate increases have been between 5-8% per year. Rates quoted in Attachment A are 2023 rates. Our firm's practice is to charge for travel time, as discussed in Attachment A.

Tim Lindl and Jake Schlesinger will be the lead K&F attorneys providing the Legal Services to CEA. Mr. Lindl and Mr. Schlesinger may utilize services of other K&F attorneys and support staff in connection with this matter. By executing this Engagement Letter, you consent to Mr. Lindl and Mr. Schlesinger serving as lead attorneys in providing Legal Services and to

their assignment, as necessary, of work on this matter to the attorneys, support staff or EQ employees listed in Attachment A.

Unless otherwise agreed to in writing, CEA will not be obligated for fees in excess of the following amounts:

June 1, 2023 – May 31, 2024: \$400,000

June 1, 2024 – May 31, 2025: \$440,000

June 1, 2025 – May 31, 2026: \$484,000

If the option to extend is elected, budgets for any extension will be determined at that time. Agreements to exceed the fees and expenses stated herein may occur via electronic mail.

b. Expenses

Expenses may be incurred in performing the Legal Services. K&F will bill for all costs, disbursements, and expenses in addition to our hourly fees. Costs and expenses include costs for travel including mileage and parking, and similar expenses. Expenses shall be billed at actual cost.

c. Invoices and payments

K&F will invoice CEA on or around the 10th of each month for Legal Services provided during the prior calendar month. Fees for Legal Services will be earned as of the time of invoicing. Invoices shall list the matter worked on and provide information on the dates of service, time involved, attorney responsible, and activity undertaken. CEA shall be responsible for payment of the total amount of its invoice. Invoices are due and payable within thirty (30) calendar days. Any unpaid amounts after thirty days will accrue interest at a rate of nine percent (9%) per annum.

For Joint Representation matters where K&F represents multiple Joint Clients, K&F will split the invoice among the Joint Clients evenly, unless otherwise agreed to in writing.

5. Termination of K&F's Representation

Either K&F or CEA may terminate K&F's representation of CEA at any time and for any reason. At the time K&F's representation of CEA concludes, all unpaid fees and costs for K&F's Legal Services become due and payable. If at that time CEA does not request the return of files related to the Legal Services, K&F will retain such files for a period of three years, after which K&F may have the files destroyed.

6. Miscellaneous

This letter is the entire agreement between CEA and K&F concerning the provision of regulatory, policy and compliance Legal Services. It supersedes and replaces in its entirety all prior Engagement Letters between CEA and K&F with regard to such matters *including* the March 13, 2023 Joint Representation Agreement Between Keyes & Fox LLP, San Diego

Community Power and Clean Energy Alliance re San Diego Gas & Electric Company's 2021 and 2022 Energy Resource Recovery Account Compliance Proceedings, 2023 and 2024 Energy Resource Recovery Account Forecast Proceedings, and Phase I and Phase II General Rate Cases, which approved a total do not exceed ("DNE") for CEA of \$184,048.07. That DNE is now superseded and replaced by the DNE contained in this agreement.

This Engagement Letter and the scope of Legal Services provided under it may be amended from time to time by mutual agreement. California law will govern this agreement and any subsequent amendments.

7. Conclusion

If the terms of K&F's representation as explained in this Engagement Letter are satisfactory, please execute a copy of this letter as indicated and return it to me. Please feel free to contact me if you have any questions.

We look forward to our representation of CEA.

Sincerely,



Tim Lindl, Partner
Keyes & Fox LLP



Jacob Schlesinger, Partner
Keyes & Fox LLP

CEA hereby authorizes K&F to represent its interests with respect to the Legal Services. CEA acknowledges, by signing this letter, that it has had the opportunity to consult with other counsel about the consequences of this engagement and that K&F recommends that you do so. By signing this letter, the signatory affirms that he or she understands and agrees to bind his or her company to the terms set forth in this Engagement Letter. This Engagement Letter shall not take effect, and K&F shall have no obligation to provide the Legal Service described herein, until CEA has returned a signed copy of this letter.

CEA

I have read the foregoing Engagement Letter, understand it and agree to it on behalf of CEA.

By: _____

Barbara Boswell

Title: Chief Executive Officer

Date: _____

Attachment A: Keyes & Fox LLP 2023 Hourly Rate Sheet

Kevin Fox	\$480
Jason Keyes	\$370
Tim Lindl	\$420
Jake Schlesinger	\$365
Scott Dunbar	\$335
Sheridan Pauker	\$430/\$455*
Mark Valentine	\$350
Beren Argetsinger	\$310
Nikhil Vijaykar	\$340
Lee Ewing	\$280
Julia Kantor	\$300
Lucas Fykes	\$260
Ann Springgate	\$380
David Wooley	\$280

* Rates with one asterisk are transactional/compliance rates

EQ Research, LLC Analysts and Experts (Non-Keyes & Fox LLP Personnel)

Miriam Makhyoun	\$250/\$275**
Justin Barnes	\$220/\$275**
Jason Hoyle	\$170/\$210**
Blake Elder	\$170/\$210**
Heather DePouw	\$130
Riana Ackley	\$130
Jeremy Abcug	\$125
Alicia Zaloga	\$120
Corey Cochran	\$100

** Rates with two asterisks are expert witness rates

Travel Policy: Unless special arrangements are made, travel time is billed at the full hourly rate. Every effort will be made to work productively on the Joint Clients matters during travel. If work is performed for another client during travel, the Joint Clients will not be billed for that time. All reasonable travel expenses are billable – hotel, airfare, car rental, meals, taxi, public transit, etc.

Work Policy: Reasonable time for filing and service is billed at regular billable rates.

Miscellaneous Expenses Policy: Expenses for postage, photocopying, printing, faxing and other minor expenses directly related to a matter are billable at cost to the Joint Clients.