

Attachment A – Agreement for Special Counsel Services (Signature Required)

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Elevate Services, Inc. with an address at 2375 E. Camelback Rd., Suite 690, Phoenix, AZ 85016 (hereafter CONTRACTOR or Elevate) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Amber Holderness at phone number 805-722-0852 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Robb Caruso at phone number 213-477-0675 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:	Amber Holderness, County of Santa Barbara, 105 East Anapamu Street #201, Santa Barbara, CA 93101
To CONTRACTOR:	Steve Harmon, Elevate Services, Inc., 2375 E. Camelback Rd., Suite 690, Phoenix, AZ 85016

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on December 1, 2025 and end performance upon completion, but no later than June 30, 2027 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the

address given in Section 2 NOTICES above and as per EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation. Except as provided in this section, CONTRACTOR makes no representation or warranty of any kind regarding the Services to be performed under this Agreement, whether express or implied, from a course of performance or dealing, trade usage or of uninterrupted operation without error, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. CONTRACTOR makes no guarantees with regard to the results obtained from the operation or use by the COUNTY of the work products or CONTRACTOR Properties. The limited warranties set forth in this Agreement are made for the benefit of COUNTY only and not for the benefit of any third party.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except for CONTRACTOR's IP, COUNTY shall be the owner of the following items incidental to this Agreement upon production by CONTRACTOR, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY. All pre-existing intellectual property or intellectual property of CONTRACTOR and its subcontractors, including but not limited to methodologies, know-how, tool kits, processes, systems, software, created or otherwise acquired by CONTRACTOR shall remain the sole and exclusive property of CONTRACTOR ("CONTRACTOR IP"). CONTRACTOR retains all rights, copyright, patent and other intellectual property rights in such CONTRACTOR IP. CONTRACTOR may use, modify, disclose or otherwise commercially exploit CONTRACTOR IP for other clients. For avoidance of doubt, COUNTY shall not acquire any ownership rights to RelativityOne, owned solely by Relativity.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any third-party claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including reasonable attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent. COUNTY shall keep all of CONTRACTOR's and its subcontractor's non-public information, and intellectual property, including software confidential and shall not disseminate property and information without CONTRACTOR's prior written consent. Any software license provided to COUNTY pursuant to the Services shall terminate upon the termination of the applicable Statement of Work.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY find overcharges by 5% or more, CONTRACTOR shall refund the overcharged amount and subject to limitations set forth under this agreement, reimburse all reasonable costs of the audit incurred by federal, state, and/or COUNTY governments. Immediately upon notification from COUNTY, CONTRACTOR shall refund the overcharged amount and reimburse the reasonable costs of the audit.

15. INDEMNIFICATION LIABILITY AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference. Neither party shall have any liability to the other for consequential, indirect, exemplary, incidental or punitive damages of any kind, including without limitation, for loss of profit, revenue or business, even if a party has been advised of possibility of such damages. Each party's direct liability to the other party for any reason and upon any cause of action shall in aggregate be limited to the amount of the fees actually paid by the COUNTY to CONTRACTOR under the Statement of Work relating to the cause of action, provided that such liability shall not exceed the lesser of the total of such fees paid during the twelve (12) month period preceding the event upon which liability is predicated or US\$ one (1) million.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

- A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
 1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written termination notice if the CONTRACTOR fails to cure the default in performance or material breach within fifteen (15) days of being notified by the COUNTY of such default in performance or material breach in writing. Upon receipt of termination notice, CONTRACTOR shall immediately discontinue all services affected (unless the termination notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for all the services performed and delivered to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. All the remedies under this Agreement are cumulative and shall not affect any right or remedy which COUNTY or CONTRACTOR may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Elevate Services, Inc.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

Signed by:
By: Sheila de la Guerra
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Deputy Clerk



COUNTY OF SANTA BARBARA:

Bob Nelson, Chair
Board of Supervisors

Signed by:
By: Bob Nelson
9DD6B7A21EC646A...
Chair, Board of Supervisors

**RECOMMENDED FOR APPROVAL
AND APPROVED AS TO FORM**

Rachel Van Mullem
County Counsel

By: Rachel Van Mullem
County Counsel

CONTRACTOR:

Elevate Services, Inc.

By: _____
Authorized Representative

Name: _____

Title: _____

APPROVED AS TO FORM:

Risk Management

Signed by:
By: Marisa Kalin
DE54F5C66F0C41A...
Risk Management

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

Signed by:
By: James Munro
02BA147EF6A84DE...
Deputy

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Elevate Services, Inc.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

Bob Nelson, Chair
Board of Supervisors

By: _____
Deputy Clerk

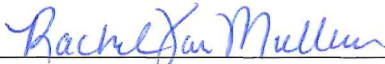
By: _____
Chair, Board of Supervisors

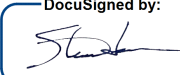
**RECOMMENDED FOR APPROVAL
AND APPROVED AS TO FORM**

Rachel Van Mullem
County Counsel

CONTRACTOR:

Elevate Services, Inc.

By: 
County Counsel

DocuSigned by:

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Authorized Representative
Name: Steve Harmon
Title: General Counsel

APPROVED AS TO FORM:

Risk Management

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Risk Management

By: _____
Deputy

EXHIBIT A

STATEMENT OF WORK

CONTRACTOR shall provide professional services as set forth in the CONTRACTOR's proposal dated June 2, 2026 as included as Attachment A-1, herein incorporated by reference.

CONTRACTOR shall be responsible for providing all services hereunder.

Suspension for Convenience. COUNTY may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 30 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

The COUNTY will access and use RelativityOne in accordance with with the end-user license terms ("EULA") and shall indemnify, defend and hold CONTRACTOR harmless from any and all third-party claims resulting from breach of the COUNTY'S breach of the EULA.

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EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$655,104.12**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's performance and delivery, based upon the scope and methodology contained in **EXHIBIT A**.
- C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY shall pay invoices or claims for work delivered within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- E. For services with a term exceeding one year, CONTRACTOR shall have the right to increase the pricing annually by 5%. CONTRACTOR shall send a notification of the pricing change to the COUNTY thirty (30) days prior to the effective date of the change.

ATTACHMENT A-1

June 2, 2026

County of Santa Barbara
105 East Anapamu Street #201
Santa Barbara, CA 93101

Revised Budget for MSB Matters

Elevate is actively supporting two matters since January 2025 including *MSB Investors, LLC v. County of Santa Barbara, US Central District Court Case No. 2:24-cv-07237-MRA-AS* and *Emerging Acquisitions, LLC v Leslie Wells, County of Santa Barbara, et al, US Central District Court Case No. 8:23cv329*. The same dataset can be used on both discovery datasets within RelativityOne as a cost containment measure. Outside Counsel are managing both matters in collaboration with Elevate.

The volume of data and documents for review before productions on the MSB Investors litigation proved wider than originally anticipated. Outside Counsel and Elevate instituted the use of GenAI review on privileged data for this as a more cost effective and precise way to review data before production. The totals are outlined in the revised estimate at the end of this document.

Within this revised proposal, we re-frame our approach, extend some new pricing, and provide a move-forward estimate through June of 2027 for budgeting.

eDiscovery Software Platform: RelativityOne

Elevate is proud to partner with RelativityOne. Our eDiscovery project management and document review team members are certified and will help our customers exploit the platform's technology, features, and functionalities. RelativityOne is a leading software provider with whom Elevate enjoys a Silver partnership. Elevate's Silver partnership and direct collaboration with a dedicated RelativityOne team provide customers with the best collaboration of high-level and operational resources. Elevate team members hold certifications including Relativity Certified Administrators, Relativity Processing Specialist, RelativityOne Certified Professional, Relativity Review Management Specialist, and RelativityOne Review Professionals. These certifications and the expertise that comes with them allow Elevate to provide our customers with white glove service in the RelativityOne platform.

eDiscovery Resources

Elevate's eDiscovery business unit provides the following support hierarchy:

Director: Addresses engagement-level support, escalations, and service framework.

eDiscovery Consultant: Consulting for highly complex matters/workflows, analytics, irregular technologies, training, and continuous process or technology improvement.

eDiscovery Project Manager: Daily point of contact for project deliverables and implementation of requirements for all matters.

eDiscovery Analyst: Project support, generates deliverables, and reconciliation of technical project details.

Document Review Project Manager: Daily point of contact for document review status updates, calibration sets, and deliverable

Document Review Team Lead: Lean cell pod leaders band back-ups for the Document Review Project Manager

Document Review Team Members: Permanent Elevate employees in the US and India

Elevate's DAIC business unit provides the following support hierarchy:

eDiscovery Consulting: eDiscovery data, workflow, and process consulting at three levels: **Consultants**, **Managing Directors**, and **Senior Experts**.

Data Science Services: data science services at two levels: **Consultants** and **Senior Experts**. Examples of data science services include, but are not limited to: design, execution, and evaluation of TAR workflows; statistical analysis of unstructured, semi-structured, and structured data sets; design and implementation of AI workflows; expert consulting, affidavits, depositions, and testimony on AI, computer science, and statistics issues.

Automation and Custom Development: automation and custom development at two levels: **Consultants** and **Senior Experts**

Elevate's eDiscovery experts have multiple certifications, including RelativityOne Certified Professional and RelativityOne Certified Support Professional

Pricing List

eDiscovery Technology Pricing (revised with discount)

Product	Tier 3:
RelativityOne Active Hosting (GB/month)	\$8.00**
RelativityOne ECA Hosting (GB/month)	\$4.00**
RelativityOne Nearline Hosting (GB/month)	\$2.50**
Plug-Ins and Custom Apps	Priced per Request
RelativityOne User License (Licenses/month)	\$65.00
Relativity aiR for Review (per document)	\$0.29
Relativity aiR for Priv (per document)	\$0.60**
Lineal Amplify Add-On (per GB/month)	\$1.75
RelativityOne Translate Add-on (15k characters per unit)	\$0.79
AI-Enhanced OCR (per page)	\$0.01
Project Management (Per hour)	\$200.00
Consultant (Per hour)	\$300.00
Director (Per hour)	\$350.00

*Elevate does not charge data processing, production, or ingestion fees.

** Discounted from the original rate for volume

Forensics	Pricing
Forensic collections, including Cloud-based collection of O365, Gmail, Social Media, Messaging, Remote Laptop, Remote mobile device (Per hour)	\$295/hour
Expert witness testimony (Per hour)	\$500/hour
Travel and Shipping	At Cost
Travel and Shipping	At Cost

Elevate Legal Data Consulting and AI Team (Hourly)

Level	Rate
Senior Consultants	\$425.00
Directors	\$545.00
eDiscovery Senior Experts	\$750.00
Data Science Consultants	\$425.00
Automation and Custom Software Development Consultants	\$425.00
Automation and Custom Software Development Senior Experts	\$650.00

Managed Review Pricing

Level	Rate
Reviewer	\$43.00
Team Lead	\$75.00
Project Management	\$125.00
Director	\$195.00

Budget for Current and Ongoing Services between December 1, 2025 and June 30, 2027

Active Hosting: 2,851.25 GB (2.85 TB)

ECA Hosting: 983.75 GB

Users: 7

Estimated Total Through June 30, 2027: \$			
Month-YR	Estimated Costs	Support Hours	Remarks
Dec-25	\$192,433.22		-Invoiced for MSB and BHS matters -Includes aiR for Priv December run of 257,889 documents.
Jan-26	\$105,629.17		-Invoiced for MSB and BHS matters -Includes aiR for Priv November run of 130,476 documents.
Feb-26	\$23,043.57		Invoiced
Mar-26	\$46,871.56		Invoiced
Apr-26	\$33,076.60	33	Invoiced
May-26	\$69,000.00	35	Hosting, additional aiR for Priv, and Managed Review to prepare new data sets; additional processing of Wells, McGolpin, Schleich data sources.
Jun-26	\$46,000.00	40	Hosting, Final Productions, 7k docs additional review after aiR for Priv, and hosting at the new rates.
Jul-26	\$31,200.00	20	Hosting plus support hours budgeted
Aug-26	\$31,200.00	20	Pretrial Conference – August 31, 2026
Sep-26	\$35,700.00	40	Trial and preparations
Oct-26	\$10,587.50	5	Nearline (Cold) Storage plus hours to move databases
Nov-26	\$9,587.50	-	Nearline (Cold) Storage
Dec-26	\$9,587.50	-	Nearline (Cold) Storage
Jan-27	\$11,187.50	8	Case Closed – Adding one additional month of Cold Storage in case the matter is extended. + Case Disposition
Total	\$655,104.12	Budget	