



**MASTER AGREEMENT**

AGREEMENT NUMBER <b>MA-2022-02</b>
TAXPAYER IDENTIFICATION NUMBER <b>46-3769610</b>

- In this Master Agreement (“Agreement” or “Master Agreement”), the term “Contractor” refers to **CourtScribes, Inc.** and the term “Establishing Judicial Branch Entity” or “Establishing JBE” or “JCC” refers to the **Judicial Council of California**. This Agreement is entered into between Contractor and the Establishing JBE for the benefit of itself and the Superior Courts of California (collectively, “Courts,” and individually, a “Court”). Any Court that enters into a Participation Agreement with Contractor is a “Participating Court.” The Establishing JBE and the Courts are collectively referred to as “Judicial Branch Entities” or “JBEs” and individually as “JBE”.
- The initial term of this Agreement is effective as of **July 1, 2022** (“Effective Date”) and expires on **June 30, 2026** (Expiration Date”).  
This Agreement does not include option terms.
- The title of this Agreement is: **Master Agreement: Services for Telephone Appearances.**  
*The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.*
- This Master Agreement does not obligate the Courts to enter into a Participation Agreement with Contractor or guarantee that Contractor will receive any specific volume of business.
- The parties agree that this Agreement, made up of this coversheet, the Exhibits listed below, and any attachments, contains the parties’ entire understanding related to the subject matter of this Agreement, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.

Exhibit 1 – General Terms and Conditions Exhibit 2 – Prevailing Wage and Related Labor Requirements Certification Exhibit 3 – Statement of Work	Exhibit 4 – Fees, Pricing and Payment Terms Exhibit 5 – Participation Agreement
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ESTABLISHING JBE’S SIGNATURE	CONTRACTOR’S SIGNATURE
<b>Judicial Council of California</b>	<b>CourtScribes, Inc.</b>
BY (Authorized Signature) <i>Tracy Matthews</i>	BY (Authorized Signature) <i>Michael Breyer</i>
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Tracy Matthews Contracts Supervisor</b>	PRINTED NAME AND TITLE OF PERSON SIGNING <b>Michael Breyer President/CEO</b>
DATE EXECUTED 6/6/2022	DATE EXECUTED 6/4/2022
ADDRESS <b>2850 Gateway Oaks Dr., Suite 300 Sacramento, CA 95833-4348</b>	ADDRESS <b>2 Creek Park Drive Portola Valley, CA 94028</b>

## EXHIBIT 1

### GENERAL TERMS AND CONDITIONS

#### 1. PARTICIPATION AGREEMENTS

- A. If a California superior court (“Court”) executes a Participation Agreement under this Master Agreement (such Court also referred to as a Participating Court), Contractor shall perform its work for the Court in accordance with the terms of this Master Agreement and the Participation Agreement. This Master Agreement does not obligate any Court to enter into a Participation Agreement, nor does it guarantee that the Contractor will receive a specific volume of business. Contractor may not refuse to enter into a Participation Agreement if a Court elects to enter such an agreement.
- B. A form Participation Agreement is attached as Attachment 1, although the form and substance of an actual Participation Agreement may vary from Court-to-Court. No term in a Participation Agreement shall be construed as effecting an increase in the duties of a Participating Court, a decrease in the duties of Contractor, or a change in the amount and distribution of fees provided for under this Master Agreement and applicable law. Without invalidating a Participation Agreement, any provision in a Participation Agreement that is inconsistent with this Master Agreement and applicable law shall have no force or effect. Each Participation Agreement is governed by, and hereby incorporates the provisions of, this Master Agreement.
- C. Each Participating Court shall designate in that agreement a contact person for the Court (“Project Manager”). Contractor shall contact the Project Manager if Contractor has any questions or concerns about a Participation Agreement.
- D. Promptly following the delivery of a Participation Agreement by a Court to Contractor, Contractor shall provide that Participating Court with an acknowledgement that memorializes the components of the work consistent with Exhibit 3 (Statement of Work), and includes contact information for Contractor.
- E. Contractor shall maintain a toll-free number, available from at least 8:00 a.m. to 5:00 p.m. Pacific Coast Time, for ordering, inquiries and customer service.

#### 2. SCOPE OF WORK; ACCEPTANCE; TIME OF ESSENCE

- A. Scope of Work and Acceptance: Contractor shall perform and complete all work described in Exhibit 3 (Statement of Work), in compliance with the requirements of this Master Agreement and to the satisfaction of the Participating Court that has executed a Participation Agreement. Each Participating Court shall have responsibility for the acceptance or rejection of Contractor’s work at that Court. Each Participating Court has the absolute right to reject any work that does not meet the requirements of this Master Agreement, but a Court, in its sole discretion, may elect to accept work that substantially, but does not fully meet such requirements.
- B. Time is of the essence in the performance of work under this Master Agreement.

**3. NO PAYMENTS BY COURTS**

In no event shall the Judicial Council of California ("Judicial Council" or "JCC") or a Participating Court have any responsibility to pay for any work under this Master Agreement. Contractor's sole compensation shall consist of fees lawfully collected from parties making a telephone appearance. For the purposes of this Master Agreement and the Participating Agreement, a "telephone appearance" or "telephonic appearance" is an appearance that can only be made using a telephone number.

**4. ~~DEPOSITORY BANK ACCOUNT~~**

~~A separate depository bank account shall be established for the deposit of fees collected during the term of this Master Agreement. The depository bank account shall be used only for the deposit of California superior court telephone appearance fees. The depository bank account to be used solely for this Master Agreement will be as follows:~~

~~Bank Name  
Address  
Bank Contact Name  
Account Name  
ABA Number  
Account Number~~

~~Contractor shall not change or assign this depository bank account without the prior written consent of the JCC in the form of a written amendment to this Master Agreement signed by the JCC and Contractor.~~

**5. AUDIT RIGHTS**

Contractor agrees to maintain records relating to all work performed and fees collected by Contractor under this Master Agreement and any Participation Agreement for a period of five years after the work has been performed and the fees have been collected under this Master Agreement. During the period of time that Contractor is required to retain records, the JCC, any Court, and any other party entitled to audit the work performed and the fees collected under this Master Agreement may, at Contractor's principal place of business within California, during normal business hours, inspect and make extracts or copies of such records and other materials for purposes of confirming the accuracy of information relating to the work and fees. This Master Agreement and any Participating Agreement is subject to examinations and audit by the State Auditor for a period of three (3) years after final payment.

**6. CHANGES AND AMENDMENTS**

Except as provided in section 22 (Changes in Law), this Master Agreement may not be amended without the mutual execution by the JCC and Contractor of an amendment to this Master Agreement. Requests for changes or amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. After the JCC reviews the request, a written decision will be provided to Contractor.

**7. WAIVER; SEVERABILITY**

A party's waiver of enforcement of any terms or conditions of this Master Agreement or of a

Participation Agreement will be effective only if in writing. A party's specific waiver does not constitute a waiver by that party of any earlier, concurrent, or later breach or default. If any part of this Master Agreement or a Participation Agreement is held unenforceable, all other parts remain enforceable.

**8. TERMINATION**

- A.** The JCC may terminate this Master Agreement with or without cause by providing Contractor with thirty (30) days prior written notice. The JCC may terminate this Master Agreement for cause immediately if the Contractor breaches any term of this Master Agreement and such breach is not cured within ten (10) days of written notice, or is not capable of cure, as determined by the JCC in its sole discretion. All amounts from fees and all FY 2009–2010 revenue amounts owed by Contractor through the termination date of this Master Agreement shall be remitted to the State Treasury and reported (including quarterly reports that must be provided by Contractor to the JCC) in accordance with Exhibit 4 (Fees, Pricing and Payment Terms).
- B.** A Participating Court may terminate a Participation Agreement for cause immediately if (1) any work is rejected as described in section 2 of this Exhibit 1 (Terms and Conditions) of the Master Agreement, or (2) Contractor is otherwise in breach of the terms of the Participation Agreement with the Court or this Master Agreement and such breach is not cured within ten (10) days of written notice, or is not capable of cure, as determined by the Court in its sole discretion. A Court may terminate a Participation Agreement with or without cause by providing Contractor with 30 days prior written notice.
- C.** Notwithstanding anything in section 22 (Changes in Law), upon written notice to Contractor, the JCC may terminate or renegotiate this Master Agreement, and a Participating Court may terminate or renegotiate a Participation Agreement, if there are changes to applicable laws (including changes in rules of court) relating to the subject matter of this Master Agreement or a Participation Agreement. Any renegotiation of agreements shall be memorialized in an agreement amendment signed by the parties to the agreement. Any termination of this Master Agreement or a Participation Agreement shall require written notice to Contractor, and such termination shall be effective upon the date set forth in the notice. Upon such termination, the parties shall cooperate to take any appropriate actions in connection with the termination, including, but not limited to cancellation of unfulfilled orders for equipment and deinstallation of any Contractor equipment, hardware or other Contractor assets installed at a Participating Court.

**9. GENERAL INDEMNITY**

Contractor shall indemnify, defend (with counsel satisfactory to the JCC) and hold the Courts and JCC, and their respective judicial officers, judges, subordinate judicial officers, members of the Judicial Council or any committee thereof, officers, agents, and employees, harmless from any and all losses, costs (including reasonable attorneys' fees), liabilities, damages, claims, and deficiencies, including interest, penalties and settlement amounts entered into, in each case, with respect to (i) a latent or patent defect in any equipment or goods; (ii) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Master Agreement or any Participation Agreement; and (iii) a breach of a representation, warranty, or other provision of this Master Agreement or any Participation Agreement. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the

expiration or termination of this Master Agreement or any Participation Agreement, and acceptance of any goods, services, or deliverables.

**10. INDEMNITY FOR CLAIMS ARISING FROM FAILURE OF INTERRUPTION OF SERVICES**

Contractor shall indemnify, defend (with counsel satisfactory to the JCC), and hold harmless the Participating Courts and JCC, and their respective judicial officers, judges, subordinate judicial officers, members of the Judicial Council or any committee thereof, officers, agents, and employees, from any claims (including any related damages, costs, and liabilities) arising from a failure or interruption of telephone appearance services provided under this Master Agreement or any Participation Agreement.

**11. INFRINGEMENT INDEMNITY**

Contractor shall indemnify, defend (with counsel satisfactory to the JCC) and hold the Courts and the JCC, and their respective judicial officers, judges, subordinate judicial officers, members of the Judicial Council or any committee thereof, officers, agents, and employees, harmless from any and all losses, costs (including reasonable attorneys' fees), liabilities, damages, claims, and deficiencies, including interest, penalties and settlement amounts entered into, in each case, with respect to any and all third party claims that arise, out of any claim of infringement, misappropriation or unauthorized use of any patent, trade secret, copyright, or trademark in connection with any work furnished or provided by Contractor under this Master Agreement or any Participation Agreement.

**12. PROVISIONS APPLICABLE TO SERVICES**

- a) **Qualifications.** Contractor shall assign to this project only persons who have sufficient training, education, and experience to successfully perform Contractor's duties. If a Court is dissatisfied with any of Contractor's personnel, for any or no reason, Contractor shall replace them with qualified personnel with respect to such Court.
- b) **Turnover.** Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to perform services.
- c) **Background Checks.** Contractor shall cooperate with the Court if the Court wishes to perform any background checks on Contractor's personnel by obtaining, at no additional cost, all releases, waivers, and permissions the Court may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the Court of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the Court and performed by Contractor. Contractor shall ensure that the following persons are not assigned to perform services for the Court: (a) any person refusing to undergo such background checks, and (b) any person whose background check results are unacceptable to Contractor or that, after disclosure to the Court, the Court advises are unacceptable to the Court.

**13. CONTRACTOR CERTIFICATION CLAUSES.** Contractor certifies to the Judicial Council and Courts that the following representations and warranties, which shall apply to this Agreement and any Participation Agreement, are true. Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the Judicial Council and Participating Courts if any representation and warranty becomes untrue. Contractor represents and warrants as follows:

- a) **Authority.** Contractor has authority to enter into and perform its obligations under this Agreement and any Participation Agreement, and Contractor's signatory has authority to bind Contractor to this Agreement and any Participation Agreement.
- b) **Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the Courts.
- c) **No Gratuities.** Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement (or any Participation Agreement) or securing favorable treatment with respect to any determinations concerning the performance of this Agreement (or any Participation Agreement).
- d) **No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under PCC sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Courts or other judicial branch entities.
- e) **No Interference with Other Contracts.** To the best of Contractor's knowledge, this Agreement and any Participation Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.
- f) **No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform its obligations.
- g) **Compliance with Laws Generally.** Contractor complies with all laws, rules, and regulations applicable to Contractor's business and its obligations under this Agreement and any Participation Agreement.
- h) **Drug Free Workplace.** Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.
- i) **No Harassment.** Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement (and any Participation Agreement), and Contractor takes all reasonable steps to prevent harassment from occurring.
- j) **Noninfringement.** The goods, services, deliverables, and Contractor's performance under this Agreement (and any Participation Agreement) do not infringe, or constitute an infringement, misappropriation or violation of, any third party's intellectual property right.
- k) **Nondiscrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of nondiscrimination.
- l) **National Labor Relations Board Orders.** No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately

preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

- m) **Good Standing.** Contractor is and will remain for the term of this Master Agreement and any Participating Agreement, qualified to do business and in good standing in California.

#### 14. INSURANCE

- A. **Basic Coverage.** Contractor shall provide to the Judicial Council and each Participating Court and maintain at the Contractor's expense the following insurance during the term of this Master Agreement and each Participating Agreement:
- i) *Commercial General Liability.* The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability "occurrence" form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy must provide limits of at least \$1,000,000 per occurrence and annual aggregate.
  - ii) *Workers Compensation and Employer's Liability.* The policy is required only if Contractor has employees. The policy must include workers' compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of \$1,000,000 per accident or disease.
  - iii) *Automobile Liability.* This policy is required only if Contractor uses an automobile or other vehicle in the performance of this Agreement. The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor's performance of this Agreement whether owned, non-owned, leased, or hired. The policy must provide combined single limits of at least \$1,000,000 per occurrence.
- B. **Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.
- C. **Aggregate Limits of Liability.** The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two (2) times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.
- D. **Deductibles and Self-Insured Retentions.** Contractor shall declare to the Judicial Council and each Participating Court all deductibles and self-insured retentions that exceed \$100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 per occurrence are subject to each Court's approval. Deductibles and self-insured retentions do not limit Contractor's liability.
- E. **Additional Insured Endorsements.** Contractor's commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of this Agreement: the Participating Court, the JCC, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees.
- F. **Certificates of Insurance.** Before Contractor begins performing Services, Contractor shall give the Judicial Council and Participating Court certificates of insurance attesting to the existence of coverage, and stating that the policies will not be canceled, terminated, or amended to reduce coverage without thirty (30) days' prior written notice to the Participating Court and the JCC.

- G. **Qualifying Insurers.** For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the State of California.
- H. **Required Policy Provisions.** Each policy must provide, as follows: (i) the policy is primary and noncontributory with any insurance or self-insurance maintained by the Participating Courts, the JCC, and their personnel, and the basic coverage insurer waives any and all rights of subrogation against the Participating Courts, the JCC, and their personnel; (ii) the insurance applies separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer's liability; and (iii) each insurer waives any right of recovery or subrogation it may have against the Participating Court, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.
- I. **Partnerships.** If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.
- J. **Consequence of Lapse.** If required insurance lapses during the term of any Participating Agreement, the Participating Courts are not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.
15. **TAX DELINQUENCY.** Contractor must provide notice to the Participating Courts immediately if Contractor has reason to believe it may be placed on either (i) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts. The Participating Court may terminate this Agreement immediately "for cause" (and each Participating Court may terminate its Participation Agreement immediately "for cause") if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.
16. **PROVISIONS APPLICABLE TO CERTAIN AGREEMENTS.** The provisions in this section are applicable to this Master Agreement and to any Participation Agreement, provided, however that if this Agreement or a Participation Agreement is not of the type described in the first sentence of a subsection, then that subsection does not apply to this Agreement or such Participation Agreement.
- a) **Union Activities Restrictions.** *If the Contract Amount is over \$50,000, this section is applicable.* Contractor agrees that no Participating Court funds received under this Agreement or any Participation Agreement will be used to assist, promote or deter union organizing during the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no Court funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.
- b) **Domestic Partners, Spouses, Gender, and Gender Identity Discrimination.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor is in compliance with, and throughout the Term will remain in compliance with: (i) PCC 10295.3, which places limitations on contracts with contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status; and (ii) PCC 10295.35, which places limitations on contracts with contractors that discriminate in the provision of benefits on the basis of an employee's or dependent's actual or perceived gender identity.



- c) **Child Support Compliance Act.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the Term) all applicable state and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- d) **Priority Hiring.** *If the Contract Amount is over \$200,000 and this Agreement is for services (other than Consulting Services), this section is applicable.* Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.
- e) **Iran Contracting Act.** *If the Contract Amount is \$1,000,000 or more and Contractor did not provide to the Participating Court an Iran Contracting Act certification as part of the solicitation process, this section is applicable.* Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran (“Iran List”) created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the Participating Court to enter into this Agreement (and written permission from each Court to enter into the applicable Participation Agreement) pursuant to PCC 2203(c).
- f) **DVBE Commitment.** This section is applicable if Contractor received a disabled veteran business enterprise (“DVBE”) incentive in connection with this Master Agreement or a Participating Agreement. Contractor’s failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Master Agreement or a Participating Agreement. If Contractor used DVBE subcontractor(s) in connection with this Master Agreement or a Participating Agreement, (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the Participating Court approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Master Agreement and the Participating Agreement; and (ii) Contractor must complete and return to the Participating Court a post-contract certification form promptly upon completion of the awarded contract, and by no later than the date of submission of Contractor’s final invoice to the Participating Court. (The post-contract certification form is located at: <https://www.courts.ca.gov/documents/JBCM-Post-Contract-Certification-Form.docx>) If the Contractor fails to do so, the Participating Court will withhold \$10,000 from the final payment, or withhold the full payment if it is less than \$10,000, until the Contractor submits a complete and accurate post-contract certification form. The Participating Court shall allow the Contractor to cure the deficiency after written notice of the Contractor’s failure to complete and submit an accurate post-contract certification form. Notwithstanding the foregoing and any other law, if after at least 15 calendar days, but no more than 30 calendar days, from the date of the written notice the Contractor refuses to comply with these certification requirements, the Participating Court shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000. The post-contract certification form shall include: (1) the total amount of money Contractor received under the Participating Agreement, (2) the total amount of money and the percentage of work that Contractor committed to provide to each DVBE subcontractor; (3) the name and address of each DVBE subcontractor

to which Contractor subcontracted work in connection with the Participating Agreement; (4) the amount of money each DVBE subcontractor actually received from Contractor in connection with the Participating Agreement, and the corresponding percentage this payment comprises of the total amount of money Contractor received under the Participating Agreement; and (5) that all payments under the Participating Agreement have been made to the applicable DVBE subcontractors. Upon request by the Participating Court, Contractor shall provide proof of payment for the work. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. Contractor will comply with all rules, regulations, ordinances and statutes that govern the DVBE program, including, without limitation, Military and Veterans Code section 999.5.

- g) Small Business Preference Commitment.** This section is applicable if Contractor received a small business preference in connection with this Agreement. Contractor's failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement (and any Participation Agreement). Contractor must within sixty (60) days of receiving final payment under this Agreement (and any Participation Agreement) report to the Judicial Council the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency ("NVSA"), Contractor must employ veterans receiving services from the NVSA for not less than seventy-five percent (75%) of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement (and any Participation Agreement).
- h) Unruh/FEHA.** If the Contract Amount is \$100,000 or more, then Contractor certifies, under penalty of perjury, that it: (i) is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code); (ii) is in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code); (iii) does not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code), and (iv) any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).
- i) Prevailing Wage.** If this Master Agreement (or any Participating Agreement) includes work subject to California Prevailing Wage Laws (Labor Code §§1770 et seq., this section is applicable). Contractor and any subcontractors performing prevailing wage work must comply with all prevailing wage laws and regulations. Prior to the start of any prevailing wage work, Contractor and all subcontractors performing such work, must provide the Participating Court with the Prevailing Wage and Related Labor Certification (Exhibit 2).

**17. CONFIDENTIALITY**

Contractor shall hold in confidence all information the Participating Courts and JCC disclose to Contractor and all information to which Contractor gains access while providing work under this Master Agreement or any Participation Agreement (“Confidential Information”). Contractor’s obligation of confidentiality does not, however, apply to any information that Contractor can demonstrate is available to the public (other than through a breach of this Master Agreement or Participating Agreement). Contractor understands that a breach of its obligation of confidentiality may result in irreparable damage to the JCC or Participating Courts for which no adequate remedy is available and that the JCC or such Courts will be entitled to injunctive or other equitable relief. Contractor will notify the affected Participating Court promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the Court to protect such Confidential Information. The Participating Courts and the JCC retain all rights, title, and interest in the Confidential Information and the Data.

Contractor shall comply with the Data Safeguards. “Data Safeguards” means the highest industry-standard safeguards (including administrative, physical, technical, and procedural safeguards) against the destruction, loss, misuse, unauthorized disclosure, or alteration of the Data, and such other related safeguards that are set forth in applicable laws, or pursuant to judicial branch policies or procedures. “Data” means the Confidential Information and any other individually identifiable data, or content that is provided to or accessed by Contractor.

Contractor shall implement and maintain a comprehensive information security program (“Contractor’s Information Security Program”) in accordance with the Data Safeguards. Contractor shall comply with all applicable privacy and data security laws, and other laws (including the California Rules of Court) and regulations relating to the protection, collection, use, and distribution of Data, as well as privacy and data security requirements and standards set forth in judicial branch policies or procedures.

**18. STATUS AS INDEPENDENT CONTRACTOR AND SUBCONTRACTS**

Contractor is an independent contractor and while performing work on or off the premises of the Participating Courts, neither it nor any of its agents or employees shall be considered agents or employees of such Courts or the JCC. Contractor shall not subcontract or delegate its obligations under this Master Agreement or Participating Agreement without the prior written consent of the JCC in its sole discretion.

**19. REQUESTS; COMMUNICATIONS; NOTICES**

**A.** All requests, communications and notices concerning this Master Agreement must be made through the JCC Contract Officer. Notice to the JCC must be in writing and be delivered to the JCC Contract Officer at the following address by depositing in the U.S. Mail or commercial express mail, first-class and pre-paid with return receipt requested:

Judicial Council of California  
Attn: Procurement – Contracts Supervisor  
2850 Gateway Oaks Drive, Suite 300  
Sacramento, CA 95833-4348

- B.** Notice to Contractor concerning this Master Agreement or any Participation Agreement must be in writing and be delivered to the following address by depositing in the U.S. Mail or commercial express mail, first-class and pre-paid with return receipt requested:

Michael Breyer  
President/CEO  
CourtScribes, Inc.  
2 Creek Park Drive  
Portola Valley, CA 94028

- C.** Notice concerning this Master Agreement or any Participation Agreement is effective on receipt, three (3) days after depositing the mail as set forth above, or one (1) day after delivery to an overnight air courier service; however, any correctly addressed written notice that is refused, unclaimed, or undeliverable because of an act or omission of the party notified will be deemed effective as of the first date that the notice was refused, unclaimed, or deemed undeliverable.
- D.** All requests, communications, and notices concerning a Participation Agreement between Contractor and a Participating Court must be made through the Project Manager for the Court.

**20. ASSIGNMENT**

Contractor may not assign this Master Agreement (including any Participation Agreement), either in whole or in part, without the prior written consent of the JCC. Consent may be withheld for any reason or no reason. The JCC may determine that any assignment or subcontract made in contravention of the foregoing shall be void and of no effect. This Master Agreement shall be binding upon and inure to the benefit of permitted successors and assigns of the parties.

**21. PUBLICITY AND INFORMATION**

Following execution of this Master Agreement, Contractor shall not issue a press release concerning the parties' relationship under this Master Agreement or any Participation Agreement without the prior written consent of the JCC. Following the execution of this Master Agreement, Contractor may notify the superior courts that it is a party to this Master Agreement and may provide courts with information relevant to whether the courts may want to engage Contractor to provide telephone appearance services under this Master Agreement by executing a Participation Agreement with Contractor.

**22. GOVERNING LAW; CHANGES IN LAW**

The formation, interpretation and performance of this Master Agreement and any Participation Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provision. If any changes are made to applicable laws (including rules of court) that impact the provisions of this Master Agreement or a Participating Agreement, then Contractor, the JCC, and the Participating Court agree to meet and confer to discuss the effect of such changes on this Master Agreement or a Participating Agreement, and possible modifications necessitated by the changes. Notwithstanding the foregoing, if any of the legislative changes or changes to rules of court are mandatory and affect a material provision or term of this Master Agreement or a Participating Agreement, then they shall be deemed to be modified to be consistent therewith.

**23. MASTER AGREEMENT CONSTRUCTION**

Headings or captions to the provisions of this Master Agreement are solely for the convenience of the parties, are not part of the Master Agreement, and shall not be used to interpret or determine the validity of this Master Agreement. Any ambiguity in this Master Agreement or any Participation Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Master Agreement or the Participation Agreement.

**24. SURVIVAL**

The following terms herein survive expiration or any earlier termination of this Master Agreement and any Participation Agreement: General Indemnity, Infringement Indemnity, Warranties, Confidentiality, Audit Rights, Assignment, and Governing Law.

**25. LICENSES AND PERMITS**

Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law for the performance of its obligations under this Master Agreement and any Participating Agreement. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.

**26. LABOR CODE PROVISIONS**

**26.1. Prevailing Wage:**

**26.1.1.** The Contractor and all its subcontractors under the Contractor (Subcontractors) shall pay all workers on work performed pursuant to this Master Agreement and any Participating Agreement (“Work”) not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Participating Agreement, as determined by Director of the State of California Department of Industrial Relations, are on file at the Judicial Council’s principal office. Prevailing wage rates are also available from the Court or on the internet at (<http://www.dir.ca.gov>). In this section 26, any reference to “Court” includes a Participating Court, and any reference to “Contract” includes this Master Agreement and any Participating Agreement.

**26.1.2.** Contractor shall ensure that Contractor and all Subcontractors execute the Prevailing Wage and Related Labor Requirements Certification attached to the Master Agreement and any Participating Agreement and incorporated herein.

**26.1.3.** A project performed pursuant to this Master Agreement or a Participating Agreement (Project) is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices, as prescribed by regulation. Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

**26.2. Registration:**

**26.2.1.** Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its certified payroll records (“CPR(s)”) to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations (“DIR”). Labor Code section 1771.1(a) states the following:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

**26.2.2.** Contractor shall ensure that Contractor and all “subcontractors” (as defined by Labor Code section 1722.1), comply with Labor Code section 1725.5, including without limitation the registration requirements with the Department of Industrial Relations that are set forth in Labor Code section 1725.5. Contractor represents to the Judicial Council and each Participating Court that all “subcontractors” (as defined by Labor Code section 1722.1) are registered pursuant to Labor Code section 1725.5. Contractor shall not permit any Subcontractor to perform work, without first verifying the Subcontractor is properly registered with the DIR as required by law, and providing this information in writing to the Court. Contractor acknowledges that, for purposes of Labor Code section 1725.5, this work is public work to which Labor Code section 1771 applies.

**26.3. Hours of Work:**

**26.3.1.** Notwithstanding the timing and duration of the work under the Participating Agreement which is subject to court activities and other coordination required for occupied facilities, as provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal day’s work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Master Agreement or Participating Agreement upon the Work or upon any part of the Work contemplated by this Master Agreement or Participating Agreement shall be limited and restricted by Contractor to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

**26.3.2.** Contractor shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the Work or any part of the Work contemplated by this Master Agreement or Participating Agreement. The record shall be kept open at all reasonable hours to the inspection of the Participating Court, the Judicial Council, and to the Division of Labor Standards Enforcement of the DIR.

**26.3.3.** Pursuant to Labor Code section 1813, Contractor shall as a penalty to the Participating Court forfeit the statutory amount (believed by the Participating Court to be currently twenty five dollars (\$25)) for each worker employed in the execution of the Participating Agreement by Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.

**26.3.4.** Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the Participating Court.

**26.3.5.** Project Work will typically take place in an occupied court facility; therefore, work hours may be restricted depending upon the Project. The individual Service Work Order will include any restrictions on hours of work. If the Service Work Order does not include a restriction on hours of work, then the work must take place during business hours.

**26.4. Payroll Records:**

**26.4.1.** Contractor and all subcontractors shall comply with the compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner of California and complying with any applicable enforcement by DIR. Labor Code section 1771.4 requires Contractor and subcontractors to provide electronic copies of CPRs to the Labor Commissioner of California at least once every 30 days, and within 30 day of project completion, the failure to timely provide the CPRs could result in penalties of up to \$5,000, or as otherwise determined by Labor Code section 1771.4, applicable laws, and regulations.

**26.4.2.** In addition to submitting CPR(s) to the Labor Commissioner of California pursuant to Labor Code section 1771.4 or any other applicable law, if requested by the Court or Judicial Council, Contractor shall provide, and shall cause each Subcontractor performing any portion of the Work to provide the Court or Judicial Council CPR(s), showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work.

**26.4.3.** All CPRs shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

**26.4.3.1.** A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.

**26.4.3.2.** CPRs shall be made available for inspection or furnished upon request to a representative of the Court, the Judicial Council, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the Department of Industrial Relations.

**26.4.3.3.** CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the Court, the Judicial Council, Division of Apprenticeship Standards, or the Division of Labor Standards

Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

**26.4.4. The form of certification for the CPRs shall be as follows:**

I, \_\_\_\_\_ (Name-Print), the undersigned, am the \_\_\_\_\_ (Position in business) with the authority to act for and on behalf of \_\_\_\_\_ (Name of business and/or Contractor), certify under penalty of perjury that the records or copies thereof submitted and consisting of \_\_\_\_\_ (Description, number of pages) are the originals or true, full, and correct copies of the originals which depict the payroll record(s) of actual disbursements by way of cash, check, or whatever form to the individual or individual named, and (b) we have complied with the requirements of sections 1771, 1811, and 1815 of the Labor Code for any work performed by our employees on the Project.

**Date:** \_\_\_\_\_ **Signature:** \_\_\_\_\_  
(Section 16401 of Title 8 of the California Code of Regulations)

**26.4.5.** Each Contractor shall file a certified copy of the CPRs with the entity that requested the records within ten (10) days after receipt of a written request.

**26.4.6.** Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the Court, the Judicial Council, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded Contract or performing Contract shall not be marked or obliterated.

**26.4.7.** Contractor shall inform the Court of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) Business Days, provide a notice of change of location and address.

**26.4.8.** In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this section. Should noncompliance still be evident after the ten (10) day period, Contractor shall, as a penalty to the Court or Judicial Council forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of Division of Apprenticeship Standards or Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

**26.4.9.** It shall be the responsibility of Contractor to ensure compliance with the provisions of Labor Code section 1776.

**26.5. Apprentices:**

**26.5.1.** Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater



than or a number of working days greater than that specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Contractor to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.

**26.5.2.** Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

**26.5.3.** Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which she/he is registered.

**26.5.4.** Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

**26.5.5.** Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

**26.5.6.** Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractor may be required to make contributions to the apprenticeship program.

**26.5.7.** If Contractor or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

**26.5.7.1.** Be denied the right to bid or propose on any subsequent project for one (1) year from the date of such determination; and

**26.5.7.2.** Forfeit as a penalty to the Court the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

**26.5.8.** Contractor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

**26.5.9.** Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco,

California 94102.

**26.5.10.** Contractor shall ensure compliance with all certification requirements for all workers on the Project including, without limitation, the requirements for electrician certification in Labor Code sections 108 et seq.

**EXHIBIT 2**

**PREVAILING WAGE AND**  
**RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: [PROJECT NUMBER] between the Superior Court of California, County of [\_\_\_\_\_] (the “Court”) and \_\_\_\_\_ (the “Contractor”) (the “Contract” or the “Project”).

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours’ notice, payroll records, and apprentice and trainee employment requirements, for all Work on the Project including, without limitation, the requirement that Contractor and all of its Subcontractors are registered pursuant to Labor Code section 1771, et seq.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_  
/ Subcontractor

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

THIS FORM MUST BE COMPLETED BY THE CONTRACTOR AND ALL SUBCONTRACTORS

**END OF DOCUMENT**

### **EXHIBIT 3**

#### **STATEMENT OF WORK**

##### **1. BACKGROUND AND PURPOSE**

Government Code section 72010 directs the JCC to enter into one or more master agreements to provide for telephone appearances in civil cases under Code of Civil Procedure section 367.5 or as otherwise provided by law. Government Code section 72011 requires vendors under each master agreement to collect and deposit specified sums into the Trial Court Trust Fund established under Government Code section 68085.

This Agreement provides the terms and conditions under which Contractor may provide telephone appearances services to the Courts that elect to engage Contractor for such services. This Agreement also provides the process and procedure by which a Contractor will remit the sums referenced in Government Code section 72011.

All capitalized terms in this Statement of Work not otherwise specifically defined in this Statement of Work shall have the meanings set forth in the Agreement.

##### **2. GOODS AND SERVICES**

- A.** Contractor will provide telephone appearances services to the Courts that elect to engage Contractor for such services.
- B.** Since the nature of the services may require installation of wiring or cabling, the work performed under this Agreement may be considered a “public works” project subject to the requirements set forth in California Labor Code sections 1720 et seq., which includes compliance monitoring and enforcement by the Department of Industrial Relations.
- C.** A Court that wants to engage Contractor for services for telephone appearances may do so by executing a Participation Agreement with the Contractor, which agreement will incorporate the terms and conditions of this Master Agreement and include any additional or specific terms and conditions. A Court that enters into a Participation Agreement with Contractor pursuant to this Master Agreement is hereafter referred to as a “Participating Court.” Any Court may, at its own election, become a Participating Court under this Master Agreement. No Contractor may refuse to enter into a Participation Agreement if a Court elects to enter into such an agreement.
- D.** Contractor will provide services in accordance with this Agreement to enable attorneys and self-represented litigants to participate in appearances using telephone appearance services at court conferences, hearings, and proceedings in civil cases under Code of Civil Procedure section 367.5, rule 3.670 of the California Rules of Court, and as otherwise provided by law.
- E.** This Agreement is non-exclusive. The Judicial Council may also enter into additional agreements

with other contractors as it deems appropriate.

- F. Notwithstanding any other provision of this Agreement, Courts may permit parties to participate in appearances using telephone appearance services without the requirement of using Contractor. Courts may also provide services for telephone appearances directly and charge fees as required by Government Code section 72010(c)(3) and rule 3.670.

### **3. ADMINISTRATION AND COORDINATION OF SERVICES FOR TELEPHONE APPEARANCES**

- A. Within 30 days of executing a Participation Agreement and throughout the term of the Participation Agreement, Contractor will provide, at no cost to the Participating Court, administration, coordination, and all other necessary services to enable parties to appear using telephone appearance services in any courtroom or judge's chambers that a Participating Court may identify as one where telephone appearances must be made available. These services for telephone appearances, which must be available Monday through Friday, except for judicial holidays, from at least 8:00 a.m. to 5:00 p.m. Pacific Time, include but are not limited to the following:
- i. Receiving and processing requests and payments from attorneys and other users desiring to make appearances using telephone appearance services;
  - ii. Providing confirmation, notices, and updates to attorneys and other users of their calendar status;
  - iii. Preparing and distributing free of charge to attorneys and other users of services for telephone appearances all forms, instructional aids, and other materials necessary and/or reasonably required by such parties to avail themselves of Contractor's telephone appearance services;
  - iv. Delivering calendars to participating courtrooms at least two court days before matters utilizing services for telephone appearances are scheduled in the participating courtroom; and
  - v. Providing fully trained operators of telephone appearance services to assist with the telephone connections and provide other technical assistance during appearances using telephone appearance services.
- B. To the extent permitted by the availability of court resources, a Participating Court will make calendar and appearance information electronically available to Contractor for the purpose of assisting Contractor in scheduling appearances using telephone appearance services and promoting these types of appearances. Contractor will not use this information for any other purposes and will not share the information with any other entity, subject only to the Terms and Conditions of the Agreement.
- C. Contractor will cooperate with the Participating Court to design procedures acceptable to the

Participating Court for readily and easily delivering on a daily basis to each courtroom Contractor's calendar information regarding the parties that intend to appear using telephone appearance services. The procedures must describe how Contractor will timely notify the courtroom's staff of any late updates to the calendar. Contractor will confirm appearances using telephone appearance services through an e-mail message to courtroom staff and will provide access to calendar information through the internet.

- D.** Contractor will have and will provide to the Participating Court a copy of written policies and procedures to ensure reservation of adequate port capacity, including a system of checks and balances to ensure that the correct number of ports has been reserved for each participating courtroom each day.
- E.** Contractor will provide and staff a toll-free "help line" to assist court personnel, attorneys, and other users participating in appearances using telephone appearance services who have questions regarding procedures for these types of appearances. Contractor will have written policies and procedures covering the availability of the "help line." Days of operation for "help line" service must be Monday through Friday, and access hours, at a minimum, must be 8:00 a.m. to 5:00 p.m. Pacific Time.
- F.** Within the context and time constraints of regularly scheduled hearings, Contractor will ensure full privacy for those matters designated by the Participating Court to not be heard in a public hearing: Contractor will design and implement a system that ensures that only those parties that are authorized by the Participating Court are included in confidential court proceedings using services for telephone appearances.
- G.** In accordance with Exhibit 4, Contractor will collect and distribute all payments from attorneys and other users who appears using telephone appearance services, and Contractor will maintain all records, accounting, and other information pertaining thereto.
- H.** Contractor will prepare and submit in a timely manner all reports listed in and required by Exhibit 4, section 5.

#### **4. TRAINING, INFORMATION, AND MARKETING MATERIALS**

- A.** At no cost to a Participating Court, Contractor will provide training and instructional manuals for judicial officers and court staff for the initial implementation of telephone appearances and also for expanding the use of telephone appearances to additional courtrooms on an on-going basis as necessary or appropriate. At a minimum, such training will include procedures for appearances using telephone appearance services and use of the telephonic speakers.
- B.** At no cost to a Participating Court, Contractor will provide appropriate training and instructional manuals on an on-going and as-needed basis to attorneys and other users appearing using telephone appearance services.
- C.** On an on-going basis, Contractor will promote the availability of services for telephone appearances to potential customers. Such promotion may include, but is not limited to, producing or procuring, and disseminating printed advertising, direct contact materials, outdoor advertising, handouts, trade show participation, and speaking engagements at law firm or bar association functions. Promotional services must further the goal of increasing the awareness in the potential target marketplace of the availability and cost-effectiveness of appearances using telephone appearance services. A Participating Court must approve all marketing efforts, including any promotional material that references that Participating Court, prior to Contractor implementing such efforts. A Participating Court may also publicly promote the services offered by Contractor, which may include publishing information in the Participating Court's fee schedules, publishing notices in legal publications, posting notices, and noting availability of the services on the Participating Court's website.

#### **5. OPTIONAL VENDOR EQUIPMENT AND CONNECTIVITY SERVICE**

- A.** As an additional service, Contractor will, at the Participating Court's option, and at no cost to the Participating Court provide, install, connect, activate, support, and maintain telephone appearance equipment and means of connectivity necessary to enable parties to participate in appearances using telephone appearance services at hearings, conferences, and proceedings in a Participating Court (the "Equipment"). Vendor will work with the Participating Court to determine necessary requirements for vendor provided equipment.
- B.** For Participating Courts that contract for equipment and connectivity services, Contractor will install, connect, and activate the Equipment in each courtroom or judicial officer's chambers, as specified by the Participating Court, without damaging court premises.
- C.** The Participating Court will allow reasonable access during normal court operating hours, but without disrupting court proceedings, for Equipment installation, maintenance, repair, and replacement.
- D.** The Equipment will remain the sole and exclusive property of Contractor; however, Contractor hereby grants a Participating Court an exclusive, nontransferable, royalty free license to use the Equipment during the term of a Participation Agreement. The Contractor will remove the

Equipment upon expiration or earlier termination of this Agreement or a Participation Agreement. If removing the Equipment may result in damages to court premises, Contractor must obtain a Participating Court's permission to remove the Equipment. If a Participating Court consents to the removal, Contractor will remove the Equipment and fully restore, at Contractor's cost, any damages to the Participating Court's premises.

- E.** At no cost to a Participating Court, Contractor will provide necessary and appropriate training and instructional manuals for the Equipment to judicial officers and court staff.
- F.** Contractor will ensure the Equipment meets specifications required to satisfy California Rules of Court, Standards of Judicial Administration, standard 3.1 - Appearance by telephone.
- G.** At no cost to a Participating Court, Contractor will provide for each courtroom or chambers designated by a Participating Court as one where services for telephone appearances must be available the use of a reserved toll-free teleconference telephone number. The toll-free number will have a sufficient number of permanently reserved connections (ports) to ensure that an adequate number of ports are regularly available to handle the volume requirements of the Participating Court. Contractor is responsible for and will pay all costs associated with the toll-free telephone numbers and no charges for services for telephone appearances will be assessed against the Participating Court. The toll-free telephone numbers will remain the sole and exclusive property of Contractor and may not be used by the Participating Court after termination of its Participation Agreement.
- H.** Within three days of a Participating Court's request, Contractor will install, connect, and activate additional ports.
- I.** Contractor will repair or replace within one court day of notice from the Participating Court any defective Equipment and Equipment that through use or otherwise no longer meets applicable specifications.
- J.** Contractor licenses and installs its equipment at the Participating Court's premises at its own risk and will insure the Equipment at its own expense and without contribution by the Participating Court.



**EXHIBIT 4**

**FEEES, PRICING AND PAYMENT TERMS**

**1. FEES TO BE CHARGED BY CONTRACTOR; EFFECT OF FEE WAIVERS**

- A.** Contractor shall charge each person appearing using telephone appearance services at a court conference, hearing, or proceedings through that Contractor the statewide, uniform fees prescribed in rule 3.670 of the California Rules of Court except as provided under sections B and C below.
- B.** If a party has received a waiver of court fees and costs, Contractor shall not charge that party any of the fees provided for in rule 3.670, subject to the following:
- i.** Contractor that provides the services for telephone appearances shall have a lien on any judgment, including a judgment for costs, that the party may receive, in the amount of the fee that the party would have paid for the telephone appearance; and
  - ii.** If Contractor later receives a fee or a portion of a fee for an appearance using telephone services that was previously waived, that fee shall be distributed consistent with section 72011 of the Government Code.
- C.** Contractor may charge and collect a fee for an appearance using telephone services in proceedings for child or family support under Title IV-D of the Social Security Act that are brought by or otherwise involve a local child support agency. The fee in such a proceeding shall be twenty dollars (\$20) less than the fee for an appearance using telephone services provided for in rule 3.670; the reason for the \$20 difference is that no portion of the fee collected by Contractor in a Title IV-D proceeding shall be remitted to the State Treasury pursuant to section D below. However, a request for a telephone appearance in a Title IV-D proceeding is eligible for a fee waiver, subject to a lien by Contractor on any judgment, including a judgment for costs, that the party may receive, in the amount of the fee that the party would have paid for the telephone appearance.
- D.** For each fee that Contractor has received for providing an appearance using telephone services, except for a fee received in a Title IV-D proceeding, Contractor shall pay to the state twenty dollars (\$20) to the State Treasury for deposit in the Trial Court Trust Fund established pursuant to Section 68085, as required by Government Code section 72011(a). The twenty-dollar amount shall be deducted only from each telephone appearance fee provided for under Code of Civil Procedure section 367.6(a)(1) and California Rules of Court, rule 3.670(1), and not from each late request or cancellation fee provided for under Code of Civil Procedure section 367.6(a)(2)-(3) and California Rules of Court, rule 3.670(2) or (3). *m*
- E.** If a party making an appearance using telephone services has received a waiver of fees under Government Code section 68511.3 and Contractor has not charged that party any fee for a telephone appearance as provided in Code of Civil Procedure section 367.6(b), Contractor shall have a lien on any judgment, including a judgment of costs, in the amount of the fee that the party would have paid for the telephone appearance. If Contractor later receives the amount previously waived, for each appearance for which Contractor receives payment, except for any payment relating to a Title

IV-D proceeding, Contractor shall transmit twenty dollars (\$20) to the State Treasury in the manner prescribed in section 3 below. If the charge has been waived in part, or the amount recovered by Contractor is not the full amount of the fee, the amount transmitted to the State Treasury shall be reduced proportionate to the amount of fees received divided by the amount of fees owed had there been no waiver.

- F. The full amount of twenty dollars (\$20) from each telephone appearance fee received by Contractor under section D above, or a reduced amount as allowed for in section E above, shall be transmitted to the State Treasury, with no deductions for merchant fees related to credit or debit cards or any other costs or expenses that may have been incurred by Contractor. Contractor shall remit the amounts owed under this section to the State Treasury using the required process described in section 3 below.
- G. Notwithstanding the specific twenty-dollar (\$20) amount set forth in sections C–F above as the amount that Contractor shall transmit to the State Treasury, the parties hereby acknowledge that the twenty dollars (\$20) per telephone appearance fee provided under Government Code section 72011(a) is subject to change by the Legislature. During the term of the Master Agreement, Contractor shall be responsible for the collection and transmittal to the State Treasurer of the \$20 per fee provided under section 72011(a) or any other amount that the Legislature may prescribe.

## **2. FY 2009-2010 REVENUE OBLIGATION**

- A. In addition to the amounts to be transmitted under section 1 above, Government Code section 72011(c) requires contractors that sign master agreements for telephone appearance services to transmit an amount equal to the total amount of telephone appearance revenue received by all courts from all contractors for providing telephone appearances services for the 2009–2010 fiscal year. As reported by contractors, the revenues received by all courts from all contractors in FY 2009–2010 was \$943,840.00 (the FY 2009–2010 amount).
- B. As provided in Government Code section 72011(d), each contractor’s share of the FY 2009–2010 amount shall be apportioned by the Judicial Council among all contractors that sign master agreements for telephone appearance services. The following method for apportioning the FY 2009–2010 amount of revenue applies to contractors under a master agreement:
  - i. For the quarter of the fiscal year that commences on July 1, 2022 and for each quarter thereafter, all contractors that sign master agreements for telephone appearance services shall contribute from the telephone appearance fees that they collect a total amount equal to one a quarter of the FY 2009–2010 amount.
  - ii. The amount owed by each contractor quarterly under section 2.A shall be based on that contractor’s proportionate share of the total revenue collected under section 1 by all contractors during the previous quarter. After the end of each quarter and based on the quarterly reports described in section 5 below, the Judicial Council shall notify each contractor of the amount of the total quarterly FY 2009–2010 amount that it is obligated to

pay for that quarter. Within 15 days of receiving notice from the Judicial Council of its apportioned amount, contractor shall transmit that amount to the State Treasury for deposit in the Trial Court Trust Fund.

The method of apportionment in this paragraph is subject to the approval of the Judicial Council.

- C. Contractor shall remit its apportioned amount under this section to the State Treasury using the required process described in section 3 below.

### **3. PAYMENTS**

Using the form provided by the State Controller's Office (CA 25; Report to State Controller of Remittance to Treasurer TC-31), the vendor number assigned by the Judicial Council, and the applicable revenue code, Contractor shall transmit payments to the State Treasury for deposit in the Trial Court Trust Fund. Payments to the State Treasurer under 3.1.6 shall be made by Contractor within fifteen days (15) after the end of each calendar quarter for fees collected in that quarter. Payments to the State Treasurer under section 2.B.ii above shall be made by Contractor within fifteen (15) days of receiving notice from the Judicial Council of its apportioned quarterly FY 2009–2010 amount owing in that quarter. Contractor shall send an original and duplicate of this form CA 25 with a check payable to:

State Treasurer  
Cash Management Division  
915 Capitol Mall, Room 319  
Sacramento, CA 95814

### **4. LATE REMITTANCE PENALTY**

Contractor shall be liable for late charges at the rate equal to the lesser of one and a half percent (1.5%) per month or the highest rate legally permitted, calculated from the date remittance was due under section 3 above until the date remittance is made, together with all expenses incurred in collection, including reasonable attorney's fees and expenses. If remittance is not timely made, the Judicial Council or a Court shall notify Contractor that the remittance is overdue and must be paid within five (5) business days. Unless the amounts owing are paid in full by that date, late charges and all expenses incurred in collection, including reasonable attorney's fees and expenses, will start to accrue and be due and payable.

### **5. REPORTS**

- A. Contractor will provide the Judicial Council with quarterly reports, delivered no later than 15 days after the end of each calendar quarter, in an electronic spreadsheet (e.g., Excel), stating for the quarterly period the telephone appearance fees earned, waived, collected, remitted, and the number of fees earned and waived, the number of telephone appearance fees collected and remitted, the number of liens established, and the amount collected from previously waived fees pursuant to Section 367.6 of the Code of Civil Procedure. Title IV-D telephone appearances shall be reported separately from all other appearances. The quarterly reports will consist of the following items:

- i. A summary, by Court, of the total amount of fees earned, waived, collected, the total amount of the \$20 telephone appearance fees collected and remitted to the state, the total state fees collected from waivers and judgments, the total number of fees earned, waived, total number of state fees collected and remitted, and total number of state fees collected from waivers and judgments, and number of liens established. Title IV-D telephone appearances shall be reported separately from all other appearances.
  - ii. For each telephone appearance, at a minimum the following shall be provided: superior court, court facility name and/or location, name of the judicial officer, appearance date and time, case number, case name, amount of fee earned, fee waived, amount of fee collected, the state fee collected, state fee remitted, date state fee remitted, state fee collected from judgment, date fee collected from judgment, whether an appearance with no payment has a lien established against it, and state fee collected from waiver and state fee collected from judgment. Title IV-D telephone appearances shall be reported separately from all other appearances
- B.** Contractor will provide the Judicial Council quarterly reports, delivered no later than 15 days after the end of each calendar quarter, in electronic format, stating for the quarterly period the balance of state fees that have been collected but have not yet been remitted to the state. The quarterly reports will consist of the following items: For each telephone appearance, at minimum the following will be provided: superior court, court facility name and/or location, name of the judicial officer, appearance date and time, case number, case name, beginning balance of state fees not yet remitted to the state (“state fees outstanding”), state fees originated, date state remittance is due, date state fee remitted, amount of state fees remitted when due and late, and the ending balance of state fees outstanding. Title IV-D telephone appearances shall be reported separately from all other appearances.
- C.** Contractor will provide each Court with whom it enters into a Participation Agreement the same reports provided to the Judicial Council as provided for in sections 5.A and 5.B, but the information will be limited to that Court’s information.

**EXHIBIT 5**  
**PARTICIPATION AGREEMENT**  
**TO**  
**MASTER AGREEMENT NO. MA-2022-02 FOR TELEPHONE APPEARANCES**  
**BETWEEN**  
**SUPERIOR COURT OF CALIFORNIA, COUNTY OF \_\_\_\_\_**  
**AND**  
**COURTSCRIBES, INC.**

This Participation Agreement (“Agreement”) between the Superior Court of California, County of \_\_\_\_\_, an entity organized under Article VI of the California Constitution ("Court"), and CourtScribes, Inc. ("Contractor") (individually, a “Party”; collectively, the “Parties”) is entered into as of \_\_\_\_\_.

**BACKGROUND**

1. Contractor and the Judicial Council of California, on behalf of the superior courts of the State of California, are parties to that Master Agreement No. MA-2022-02 (“Master Agreement”) for telephone appearance services for the superior courts dated \_\_\_\_\_.
2. The Master Agreement sets forth the terms and conditions upon which Contractor will provide telephone appearance services to the superior courts should any such court desire to engage Contractor for such services;
3. Court wants to engage Contractor to provide telephone appearance services under the terms and conditions of the Master Agreement.

The Parties agree to the following:

**AGREEMENT**

1. Court engages Contractor to perform telephone appearance services under the terms and conditions set forth in the Master Agreement. Terms defined in the Master Agreement will have the same meaning when used here. This Agreement is governed by, and incorporates the terms of, the Master Agreement.
2. Within 14 calendar days of executing this Participation Agreement, Contractor will meet with Court to design a mutually acceptable plan for how and when Contractor will provide the services described in the Master Agreement. Such plan will include, but is not limited to, the following:
  - A. which courtrooms and judge’s chambers will be equipped to enable telephone appearances;
  - B. schedule and list of all equipment to be provided and installed;

- C. the content of all forms to be used by Contractor in the administration and coordination of telephone appearances;
  - D. schedule of training for judicial officers and staff;
  - E. the content of all information and/or marketing materials to be made available to the public;
  - F. procedures for making Court's calendar available to Contractor; and
  - G. procedures for delivering to each courtroom Contractor's calendar information regarding the parties that intend to appear by telephone.
3. This Agreement does not guarantee that Contractor will receive any specific volume of business.
4. The respective Project Managers and their contact information are as follows:

Court Project Manager

Name:  
Title:  
Address:

Phone:  
E-mail:

Contractor Project Manager

Name:  
Title:  
Address:

Phone:  
E-mail:

- The Project Managers will be authorized to make day-to-day decisions related to the implementation of this Agreement that do not substantially limit rights or expand the responsibilities of the Parties.
5. This Agreement will expire on \_\_\_\_\_. The term of this Agreement shall not extend beyond the term of the Master Agreement. This Agreement may be terminated by either the Court or the JCC under Section 8 (Termination) of Exhibit 1 (Terms and Conditions) of the Master Agreement or upon termination of the Master Agreement.
6. Except as provided in section 22 (Changes in Law) of Exhibit 1 (Terms and Conditions) of the Master Agreement, no alteration or amendment to the terms of this Agreement will be valid unless it is made in writing and is signed by the Parties, and no oral understanding or agreement shall be binding on the Parties.
7. Contractor may not assign, transfer, delegate, or sublet any interest, right, or obligation herein without the prior written consent of the Court and the Judicial Council.
8. Each Party will cooperate with the other, and to execute and deliver, or cause to be executed and delivered, all such other instruments and documents, and to take all such other actions as may be reasonably requested of it from time to time to effectuate the provisions and purposes of the Master Agreement and this Agreement.

**COURT**

Superior Court of California,

County of \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COURTSCRIBES, INC.**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_