

## Second Amendment to Master Agreement

This Second Amendment (“Second Amendment”) to the Master Agreement: Services for Telephone Appearances (#MA-2022-02) dated July 1, 2022 (“Agreement”) between the Judicial Council of California (“JCC”) and CourtScribes, Inc. (“Contractor”), is made and entered into as of March 15, 2023 (“Second Amendment Effective Date”).

WHEREAS, under Senate Bill No. 233 (Stats. 2022, ch. 979), the following statutes are repealed, effective January 1, 2023:

Sections 367.5 and 367.6 of the Code of Civil Procedure; and Sections 72010 and 72011 of the Government Code.

WHEREAS, effective January 1, 2023, Rule of Court 3.670 is amended, in connection with the repeal of the foregoing statutes.

WHEREAS, the Agreement provides that the JCC may renegotiate the Agreement if there are changes to applicable laws (including changes in rules of court) relating to the subject matter of the Master Agreement.

WHEREAS, effective January 1, 2023, the JCC and Contractor signed an amendment to the Master Agreement, and now wish to enter into an additional amendment to the Master Agreement.

NOW, THEREFORE, the JCC and the Contractor agree to further amend and clarify the Agreement as follows:

1. Notwithstanding SB 233 or the amendment of Rule of Court 3.670, and except as otherwise set forth in this Amendment or as required by applicable laws, the Contractor agrees to continue providing telephone appearance services, in accordance with the Agreement.
2. In Section 1(A) of the Agreement’s Exhibit 4, regarding telephone appearance services provided on March 15, 2023, and thereafter: the fee of ninety-four dollars (\$94) pursuant to the prior, unamended Rule 3.670(k) (fee to appear by telephone), is changed to a fee of fifty-five dollars (\$55.00).
3. In Section 1(C) of the Agreement’s Exhibit 4, regarding telephone appearance services provided on March 15, 2023, and thereafter (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 proceedings shall be fifty-five dollars (\$55.00).
4. Regarding telephone appearance services provided on January 1, 2023, and thereafter:
  - (i) the Contractor shall no longer be required to make the twenty-dollar (\$20) payments to the State Treasury for deposit in the Trial Court Trust Fund, pursuant to Section 1(D) of the Agreement’s Exhibit 4; and
  - (ii) the Contractor shall no longer be required to make the revenue obligation payments, pursuant to Section 2 of the Agreement’s Exhibit 4.
  - (iii) The Contractor shall no longer charge the late request fee of thirty dollars (\$30).

- (iv) The Contractor shall no longer charge a cancellation fee of five dollars (\$5).
- (v) When the court has granted a party a fee waiver, Contractor may not charge that party a fee for a telephone appearance under rule 3.670(j)(1), as amended effective January 1, 2023. If Contractor provides telephone appearance services to a party with a fee waiver, the Contractor has a lien on any judgment as provided in rule 3.670(j)(3), as amended effective January 1, 2023.

5. Except as otherwise set forth in this Second Amendment: in accordance with section 22 of the Agreement, if legislative changes or changes to rules of court are mandatory and affect a material provision or term of the Master Agreement, then that provision shall be deemed to be modified to be consistent therewith.

Except as provided in this Second Amendment, all terms and conditions of the Agreement shall remain in full force and effect. All capitalized terms not defined in this Second Amendment shall have the meanings ascribed to those terms in the Agreement. This Second Amendment may be executed in multiple counterparts, each of which will be deemed an original but all of which, taken together, will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the Second Amendment Effective Date.

Judicial Council of California

By: Tracy Matthews (signed)

Name: Tracy Matthews

Title: Supervisor, Contracts

Date: 3/7/2023

CourtScribes, Inc.

By: David Blaze (signed)

Name: David Blaze

Title: Chief Revenue Officer

Date: 3/6/2023