Amendment to Master Agreement

This Amendment ("Amendment") to that certain Master Agreement: Services for Telephone Appearances (#MA-2022-03) dated July 1, 2022 ("Agreement") between the Judicial Council of California ("JCC") and CourtCall, LLC ("Contractor"), is made and entered into as of January 1, 2023 ("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WHEREAS, under Senate Bill No. 233 (Stats. 2022, ch. 979), the following statutes are repealed, effective January 1, 2023: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 will be 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.

NOW, THEREFORE, the JCC and the Contractor agree to 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 January 1, 2023, and thereafter: the fee of ninety-four dollars ($94) pursuant to Rule 3.670(k) (fee to appear by telephone), is changed to a fee of seventy-two dollars ($72).

3. In Section 1(C) of the Agreement's Exhibit 4, regarding telephone appearance services provided on January 1, 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 seventy-two dollars ($72).

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 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.

6. For the payments and amounts identified in Attachment 1: Payment Schedule, CourtCall shall make payments in accordance with Attachment 1. Attachment 1 is hereby incorporated into this Amendment.

Except as provided in this Amendment, all terms and conditions of the Agreement shall remain in full force and effect. All capitalized terms not defined in this Amendment shall have the meanings ascribed to those terms in the Agreement. This 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 Amendment as of the Amendment Effective Date.

Judicial Council of California

By: Tracy Matthews 12/30/2022 (signed)

Name: Tracy Matthews

Title: Supervisor, Contracts

CourtCall, LLC

By: (signed)

Name: Robert V. Alvarado, Jr.

Title: CEO

Attachment 1: Payment Schedule

PAYMENT SCHEDULE

As of the date of this Amendment the following amounts are estimated to be due or to come due in the future pursuant to the Master Services Agreement:

	Due October 15, 2022	Due January 15, 2023
72011 (a) Fees	$644,000.00	~$530,000.00
72011 (c) Fees	~$235,000.00	~$235,000.00

The parties understand that the actual amounts due may be subject to increase or decrease based upon actual service usage and any allocation among vendors in connection with the section 72011 (c) fees.

In order to meet the payment obligations set forth in Exhibit 4 to the Master Services Agreement, CourtCall shall make the following minimum payments:

$50,000.00 on or before October 31, 2022. (Receipt of which is acknowledged by the JCC).
$50,000.00 on or before November 30, 2022. (Receipt of which is acknowledged by the JCC).
$50,000.00 on or before December 31, 2022. (Receipt of which is acknowledged by the JCC).
$100,000.00 on or before January 31, 2023. (Receipt of partial payment of $50,000 is acknowledged by the JCC).
$200,000.00 on or before February 28, 2023.
$200,000.00 on or before March 31, 2023.
$200,000.00 on or before April 30, 2023.
$200,000.00 on or before May 31, 2023.
Any outstanding balance on or before June 30, 2023.

No interest is being charged or accrued on the balances and CourtCall may make any or all payments ahead of the scheduled payment dates. [Payments shall apply first to the 72011 (c) amount due for Q3 2022, then to the 72011 (a) amount due for Q3 2022, then to the 72011 (c) amount to come due for Q4 2022 and finally to the 72011 (a) amount to come due for Q4 2022.]

DELINQUENT PAYMENT; CURE; ACCELERATION

CourtCall shall have 5 business days after email notice of non-payment to cure any delinquent payment. In the event that any payment is not made within the above-stated cure period and without limiting any other rights the JCC may have under the Master Services Agreement as a result of such default, the entirety of the then outstanding balance shall become immediately due and payable and interest at the rate of 7% shall also be due from the date any amount was originally due.