

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

A PROFESSIONAL LAW CORPORATION

ATTORNEYS AT LAW

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OUR FILE NUMBER:
005119.00810
29207119.1

August 28, 2020

VIA EMAIL

Thomas Rice
Best Best & Krieger LLP
2855 E. Guasti Road
Suite 400
Ontario, CA 91761

Teri Ledoux
City Manager
City of San Bernardino
290 North D Street
San Bernardino, CA 92401

Re: Agreement to Retain Legal Services
Jackie Aboud, an individual v. John Valdivia, et al.
San Bernardino Co. Case No. CIVDS 2013562

Dear Ms. Ledoux and Mr. Rice:

The purpose of this letter is to confirm the terms and conditions of the representation of the City of San Bernardino (the "Client" or "you") by Atkinson, Anderson, Loya, Ruud & Romo (the "Firm," "we," or "us") in connection with the *Jackie Aboud v. John Valdivia, et al.*, Case No. CIVDS 2013562 filed in San Bernardino County Superior Court (the "Matter"). These same terms and conditions will apply to any other matter that the Firm agrees to handle for you at your request unless you and the Firm enter into a separate written agreement regarding such other matter.

Scope of the Firm's Representation. You have engaged the Firm to represent you in connection with the Matter and the Firm has agreed to defend the City of San Bernardino in connection with the Matter.

Our services will not extend to any of your other legal affairs or other aspects of your activities unless you and the Firm agree to such representation. You understand and agree that the Firm's receipt or use of confidential or other information from you or others in the course of this representation will not give rise to any expectation by you that the Firm will render any other advice or services.

With respect to insurance coverage for any matters covered by the scope of services under this Agreement, you agree that it is your own responsibility, rather than the Firm's responsibility, to identify potential insurance coverage and to tender legal matters to any appropriate insurance companies that may insure you. If you desire that the Firm become involved in identifying potential insurers and/or the tender of legal disputes, then a separate written agreement between you and the Firm to that effect will be required.

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The Firm will not settle, negotiate or compromise the Matter without your consent.

Assignment of Firm Personnel. I will be primarily responsible for the supervision of the Matter, but you are engaging the Firm, not me individually. As we discussed, I expect that my partner Alfonso Estrada; Sarah Lustig, Of Counsel, and a paralegal, will be assisting me with the Matter. As and when necessary, I will draw upon the talent and expertise of other attorneys and paralegals along with legal assistants to handle this Matter.

Communication by Firm. The Firm will keep you regularly and currently informed of the status of the Matter and will consult with you when appropriate. Copies of significant correspondence and documents will be sent to the person designated by you from time to time for that purpose. In the event that you need to reach the Firm and the person sought is unavailable, please leave a message for the person concerned, disclosing the nature and urgency of the call. It is the Firm's policy that all calls will be returned promptly and in any event no later than within one business day of receipt of the call. If you have not received a return call within that time, please call again.

Client Cooperation. You understand and agree that, in order for the Firm to represent you effectively, it is necessary for you to assist and cooperate with the Firm during this engagement. You agree to (1) make yourselves (including your employees, if applicable) available to discuss issues as they arise in this matter; (2) attend and participate in meetings, preparation sessions and court proceedings, review drafts of documents, and perform other activities in connection with the representation; and (3) provide complete and accurate information and documents to us on a timely basis. Your non-cooperation will be grounds for the Firm's withdrawal from representing you. It is essential that you and the Firm maintain open communications.

Protection of Client Confidences – High Tech Communication Devices. The Firm stays constantly aware of its important obligation to preserve the secrets and confidences of its clients which it holds in precious trust for them. To that end it is important that you and the Firm agree from the outset what kinds of communications technology the Firm should employ in the course of this engagement. For instance, the exchange of documents and other information using email or other types of electronic communications involves some risk that information will be retrieved by third parties with no right to see it. Even the use of facsimile machines can cause problems if documents are sent to numbers where the documents sit in open view.

Therefore, you should only provide the Firm with cellular numbers, facsimile numbers and email addresses which are acceptable to you for receiving confidential communications from the Firm. If you have any mailing addresses, cellular numbers, facsimile numbers, and email addresses that the Firm should not use for confidential communications, please advise us of these in writing. You agree that the Firm may use any of your cellular numbers, facsimile numbers and email addresses other than those which you specify in writing that the Firm should not use. You can use the Technology Questionnaire form at the end of this letter for this purpose.

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Fees and Expenses. The Firm's fees are generally based on the actual time spent on the Matter by the Firm's attorneys, paralegals and legal assistants. Each has an hourly rate at which his or her time is charged. That rate is set by the Firm, taking into consideration the individual's professional expertise and other relevant factors. Generally, these rates are revised in November of each year. The current hourly rates are \$225 to \$750 per hour for the Firm's attorneys and \$170 to \$200 for the Firm's paralegals. My 2020 hourly fee is \$355 per hour, Mr. Estrada's 2020 hourly fee is \$330, and Ms. Lustig's 2020 hourly rate is \$310. Attorney's time will be recorded in hours and tenths of hours (six minute units) with a minimum entry of one tenths of an hour. Rates for legal assistants and others who perform services for you will be reflected on the invoices issued to you. It is contemplated that the Firm will, and the Firm reserves the right to, adjust its hourly rates upward in the future, in January of each year. **The Firm acknowledges that the total of fees and costs incurred for work on this particular Matter shall not exceed \$50,000 unless City Council grants authorization for a higher amount.**

The amount of the fees based on the actual time spent is not necessarily the amount that will be billed to you, but may be adjusted based on the nature of the work performed or the results achieved. Each month before bills are issued, a review is performed to assess the nature and quality of the services performed for you. In cases where there is a significant disparity between the value of the services rendered or results achieved and the fees based on the time spent, the fees may be adjusted, as appropriate under the circumstances, to reflect that value.

In addition to our fees, Client will also be responsible for paying a 5% administrative charge calculated and based on fees billed to cover costs and expenses incurred in our handling of the matter such as photocopies, local travel charges and parking, fax charges, telephone charges and other similar charges. In addition to the administrative charge Client will be responsible for reimbursing Firm for other out-of-pocket charges such as court and filing fees, deposition charges, messenger fees, witness fees, investigator fees and similar charges.

The Firm will not be obligated to advance costs on your behalf. However, for the purposes of convenience and in order to expedite matters, the Firm reserves the right to advance costs on your behalf with your prior approval in the event a particular cost item exceeds \$2,000.00 in amount and without your prior approval in the event a particular cost item totals \$2,000.00 or less.

The Firm will prepare a monthly statement containing a detailed description of the services performed and the costs advanced by the Firm during each month and will mail such statement to you on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statement, will be due from you to the Firm by the end of that following month, unless other arrangements are made. In the event where you have funds deposited in the Firm's Client Trust Account at the time a monthly billing statement is prepared, funds will be transferred from the Firm's Client Trust Account to the Firm's General Account to the extent of the balance due on the monthly statement and a credit for such payment will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid after the due date will be subject to a 1% per month service charge.

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Client agrees to review the Firm's monthly statements promptly upon receipt and to notify the Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Firm's monthly statement within sixty (60) days of Client's receipt thereof shall be deemed to signify Client's agreement that the monthly billing statement accurately reflects: (i) the legal services performed; and (ii) the proper charge for those legal services.

Initial Deposit to be Applied to Fees and Costs Incurred. When the Firm accepts new clients or material for new matters from existing clients, our policy is to request a deposit against the fees and costs expected to be incurred in the first couple months after the Firm is engaged. This is a refundable deposit; any amount not owed for fees and costs incurred will be refunded upon request. No fee deposit is due at this time but the Firm reserves the right to request refundable deposit at appropriate intervals during the Firm's representation of you. Additional deposits will be placed in the Firm's Client Trust Account. You hereby authorize the Firm to withdraw funds held in the Client Trust Account from time to time as fees and costs are incurred.

Conflicts with Other Clients. The Firm has a number of attorneys. The Firm may currently or in the future represent one or more other clients in matters involving Client. The Firm undertakes this engagement on the condition that the Firm may represent another client in a matter in which the Firm does not represent Client, even if the interests of the other client are adverse to those of Client (including appearance on behalf of another client adverse to Client in litigation or arbitration), provided the other matter is not substantially related to the Firm's representation of Client and in the course of representing Client attorneys of the Firm have not obtained confidential information of Client material to the representation of the other client ("Permitted Adverse Representation"). Client's consent to this arrangement is required because of its possible adverse effects on performance of the Firm's duties as attorneys to remain loyal and available to those other clients and to render legal services with vigor and competence. Also, if an attorney does not continue an engagement or must withdraw therefrom, the client may incur delay, prejudice or additional cost such as acquainting new counsel for the matter. Client agrees not to seek to disqualify the Firm from representing such other client in any Permitted Adverse Representation.

Termination of Representation. You may terminate this representation at any time, subject to the payment of any fees and costs incurred prior to such termination. The Firm may withdraw from this representation for good cause, on reasonable notice, without your consent. Good cause includes but is not limited to: (1) your failure to cooperate with us as provided above; (2) your failure to pay any bill when due or to replenish the deposit when requested as provided above; or (3) any fact or circumstance that would render our continuing representation unlawful or unethical. Any termination of our representation of you would be subject to such approval as may be required from any court in which the Firm is appearing on your behalf.

Binding Agreement. This letter represents the entire agreement between you and the Firm with respect to this Matter and any other matter which we agree to perform on your request unless such matter is covered by a separate written agreement between you and us. By signing below, you acknowledge that you have carefully reviewed and understand the content of this letter and agree to

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be bound by all of its terms and conditions. Furthermore, you acknowledge that the Firm has made no representations or guarantees to you regarding the outcome, or the time necessary to resolve, the Matter. No change or waiver of any of the provisions of this letter will be binding on either you or the Firm unless the change is in writing and signed by both you and the Firm.

Document Retention Policy. The Firm will retain its files on each matter handled for you for five (5) years after the Matter is closed. The Firm will then destroy those files unless you have previously asked the Firm in writing to deliver those files to you. However, the Firm will not destroy the following types of files without giving thirty days' written notice to you: (1) estate and succession planning files and (2) corporate, limited liability company or partnership organization and records files.

Consent to Firm Communication. As a part of the Firm's commitment to client service, we will send you periodic alerts on case developments and legislative changes. In addition, we will send you notice on Breakfast Briefings, Conferences, and other training opportunities designed to help you with your daily legal concerns. The Firm will send these and other additional service notices to you via regular mail and/or electronic mail at the e-mail address which you designate on the Technology Questionnaire, contract, or use in your daily communications with us. We believe that these e-mail notices are a quick and convenient way for us to keep you apprised of legal changes which affect your business.

Termination of Attorney-Client Relationship. The attorney-client relationship between you and the Firm will cease at the conclusion of the Matter. There are instances when the Firm has been engaged to provide ongoing general business, tax and estate planning advice to clients. If the Firm is not asked by the Client to provide advice for a period of one (1) year from the last date the Firm provided such ongoing advice, both you and the Firm agree that the attorney-client relationship is terminated on the last date the Firm provided advice, without further action or notice by either party. All other terms and conditions of this letter will remain in full force and effect, including the obligation to pay all unpaid fees and costs and the obligation to arbitrate any disputes as provided below. If you request additional legal services and the Firm agrees to perform those services after such termination, the terms and conditions of this letter will apply with respect to such services unless you and the Firm enter into a new written engagement agreement with respect to such services.

Attorneys' Lien. Client grants the Firm a lien for all amounts owed to the Firm on any sum or sums recovered (whether by litigation, arbitration, settlement or otherwise) in connection with our representation of Client. The Firm is authorized by Client to use this lien to satisfy any obligation owed to the Firm by Client under this letter agreement. The lien will attach to any recovery Client may obtain, whether by arbitration, award, judgment, settlement or otherwise. The effect of such a lien is that the Firm may be able to compel payment of fees and costs from any such funds even if the Firm's representation of Client has been terminated before the conclusion of the Matter. Because the lien may affect Client's property rights, it may be desirable for Client to seek the advice of an independent attorney before agreeing to such a lien. Irrespective of whether or not

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Client seeks such independent advice, the lien will be effective upon Client's signing of this letter agreement.

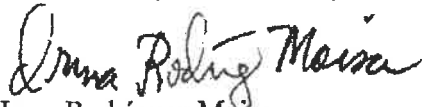
Binding Arbitration. If any dispute arises out of, or related to, a claimed breach of this agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

If the above accurately reflects our mutual agreement, please confirm that by signing and returning a copy of this letter to me. Please do not hesitate to call me to discuss any questions you may have regarding this agreement. In addition, you have the right to consult other counsel to resolve your concerns. In conformance with the Firm's policy, we cannot commence work upon this engagement until we have received a copy of this letter countersigned by you.

Thank you for giving us the opportunity to assist you with your legal matters. We look forward to working with you on this Matter.

Sincerely,

ATKINSON, ANDELSON, LOYA, RUUD & ROMO


Irma Rodríguez Moisa

IRM:jag

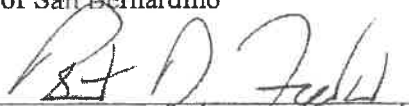
cc: Sonia Carvalho (*Via Email*)

ACCEPTANCE AND CONSENT BY CLIENT

The undersigned is the Client or an authorized officer or agent of Client and has reviewed and hereby agrees and consents to the above terms and conditions of Client's engagement of the Firm.

The City of San Bernardino

By:


Name: Robert D. Field
Title: City Manager 10/9/20

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August 28, 2020

VIA EMAIL

Thomas Rice
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2855 E. Guasti Road
Suite 400
Ontario, CA 91761

Teri Ledoux
City Manager
City of San Bernardino
290 North D Street
San Bernardino, CA 92401

**Re: Agreement to Retain Legal Services
Karen Cervantes, an individual v. John Valdivia, et al.
San Bernardino Co. Case No. CIVDS 2012538**

Dear Ms. Ledoux and Mr. Rice:

The purpose of this letter is to confirm the terms and conditions of the representation of the City of San Bernardino (the "Client" or "you") by Atkinson, Andelson, Loya, Ruud & Romo (the "Firm," "we," or "us") in connection with the *Karen Cervantes v. John Valdivia, et al.*, Case No. CIVDS 2012538 filed in San Bernardino County Superior Court (the "Matter"). These same terms and conditions will apply to any other matter that the Firm agrees to handle for you at your request unless you and the Firm enter into a separate written agreement regarding such other matter.

Scope of the Firm's Representation. You have engaged the Firm to represent you in connection with the Matter and the Firm has agreed to defend the City of San Bernardino in connection with the Matter.

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Thomas Rice
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In addition to our fees, Client will also be responsible for paying a 5% administrative charge calculated and based on fees billed to cover costs and expenses incurred in our handling of the matter such as photocopies, local travel charges and parking, fax charges, telephone charges and other similar charges. In addition to the administrative charge Client will be responsible for reimbursing Firm for other out-of-pocket charges such as court and filing fees, deposition charges, messenger fees, witness fees, investigator fees and similar charges.

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Termination of Representation. You may terminate this representation at any time, subject to the payment of any fees and costs incurred prior to such termination. The Firm may withdraw from this representation for good cause, on reasonable notice, without your consent. Good cause includes but is not limited to: (1) your failure to cooperate with us as provided above; (2) your failure to pay any bill when due or to replenish the deposit when requested as provided above; or (3) any fact or circumstance that would render our continuing representation unlawful or unethical. Any termination of our representation of you would be subject to such approval as may be required from any court in which the Firm is appearing on your behalf.

Binding Agreement. This letter represents the entire agreement between you and the Firm with respect to this Matter and any other matter which we agree to perform on your request unless such matter is covered by a separate written agreement between you and us. By signing below, you acknowledge that you have carefully reviewed and understand the content of this letter and agree to

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be bound by all of its terms and conditions. Furthermore, you acknowledge that the Firm has made no representations or guarantees to you regarding the outcome, or the time necessary to resolve, the Matter. No change or waiver of any of the provisions of this letter will be binding on either you or the Firm unless the change is in writing and signed by both you and the Firm.

Document Retention Policy. The Firm will retain its files on each matter handled for you for five (5) years after the Matter is closed. The Firm will then destroy those files unless you have previously asked the Firm in writing to deliver those files to you. However, the Firm will not destroy the following types of files without giving thirty days' written notice to you: (1) estate and succession planning files and (2) corporate, limited liability company or partnership organization and records files.

Consent to Firm Communication. As a part of the Firm's commitment to client service, we will send you periodic alerts on case developments and legislative changes. In addition, we will send you notice on Breakfast Briefings, Conferences, and other training opportunities designed to help you with your daily legal concerns. The Firm will send these and other additional service notices to you via regular mail and/or electronic mail at the e-mail address which you designate on the Technology Questionnaire, contract, or use in your daily communications with us. We believe that these e-mail notices are a quick and convenient way for us to keep you apprised of legal changes which affect your business.

Termination of Attorney-Client Relationship. The attorney-client relationship between you and the Firm will cease at the conclusion of the Matter. There are instances when the Firm has been engaged to provide ongoing general business, tax and estate planning advice to clients. If the Firm is not asked by the Client to provide advice for a period of one (1) year from the last date the Firm provided such ongoing advice, both you and the Firm agree that the attorney-client relationship is terminated on the last date the Firm provided advice, without further action or notice by either party. All other terms and conditions of this letter will remain in full force and effect, including the obligation to pay all unpaid fees and costs and the obligation to arbitrate any disputes as provided below. If you request additional legal services and the Firm agrees to perform those services after such termination, the terms and conditions of this letter will apply with respect to such services unless you and the Firm enter into a new written engagement agreement with respect to such services.

Attorneys' Lien. Client grants the Firm a lien for all amounts owed to the Firm on any sum or sums recovered (whether by litigation, arbitration, settlement or otherwise) in connection with our representation of Client. The Firm is authorized by Client to use this lien to satisfy any obligation owed to the Firm by Client under this letter agreement. The lien will attach to any recovery Client may obtain, whether by arbitration, award, judgment, settlement or otherwise. The effect of such a lien is that the Firm may be able to compel payment of fees and costs from any such funds even if the Firm's representation of Client has been terminated before the conclusion of the Matter. Because the lien may affect Client's property rights, it may be desirable for Client to seek the advice of an independent attorney before agreeing to such a lien. Irrespective of whether or not

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Teri Ledoux
Thomas Rice
August 28, 2020
Page 6

Client seeks such independent advice, the lien will be effective upon Client's signing of this letter agreement.

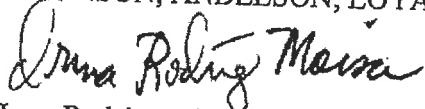
Binding Arbitration. If any dispute arises out of, or related to, a claimed breach of this agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

If the above accurately reflects our mutual agreement, please confirm that by signing and returning a copy of this letter to me. Please do not hesitate to call me to discuss any questions you may have regarding this agreement. In addition, you have the right to consult other counsel to resolve your concerns. In conformance with the Firm's policy, we cannot commence work upon this engagement until we have received a copy of this letter countersigned by you.

Thank you for giving us the opportunity to assist you with your legal matters. We look forward to working with you on this Matter.

Sincerely,

ATKINSON, ANDELSON, LOYA, RUUD & ROMO



Irma Rodríguez Moisa

IRM:jag

cc: Sonia Carvalho (Via Email)

ACCEPTANCE AND CONSENT BY CLIENT

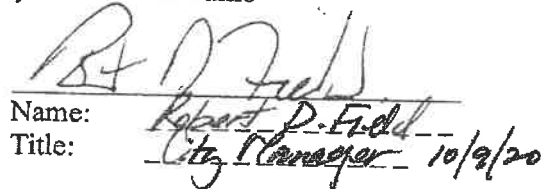
The undersigned is the Client or an authorized officer or agent of Client and has reviewed and hereby agrees and consents to the above terms and conditions of Client's engagement of the Firm.

The City of San Bernardino

By:

Name:

Title:



Robert D. Field
City Manager 10/9/20

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

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(916) 923-1200

SAN DIEGO
(858) 485-9526

OUR FILE NUMBER:
005119.00810
29207069.1

August 28, 2020

VIA EMAIL

Thomas Rice
Best Best & Krieger LLP
2855 E. Guasti Road
Suite 400
Ontario, CA 91761

Teri Ledoux
City Manager
City of San Bernardino
290 North D Street
San Bernardino, CA 92401

**Re: Agreement to Retain Legal Services
Mirna Cisneros, an individual v. John Valdivia, et al.
San Bernardino Co. Case No. CIVDS 2012926**

Dear Ms. Ledoux and Mr. Rice:

The purpose of this letter is to confirm the terms and conditions of the representation of the City of San Bernardino (the "Client" or "you") by Atkinson, Anderson, Loya, Ruud & Romo (the "Firm," "we," or "us") in connection with the *Mirna Cisneros v. John Valdivia, et al.*, Case No. CIVDS 2012926 filed in San Bernardino County Superior Court (the "Matter"). These same terms and conditions will apply to any other matter that the Firm agrees to handle for you at your request unless you and the Firm enter into a separate written agreement regarding such other matter.

Scope of the Firm's Representation. You have engaged the Firm to represent you in connection with the Matter and the Firm has agreed to defend the City of San Bernardino in connection with the Matter.

Our services will not extend to any of your other legal affairs or other aspects of your activities unless you and the Firm agree to such representation. You understand and agree that the Firm's receipt or use of confidential or other information from you or others in the course of this representation will not give rise to any expectation by you that the Firm will render any other advice or services.

With respect to insurance coverage for any matters covered by the scope of services under this Agreement, you agree that it is your own responsibility, rather than the Firm's responsibility, to identify potential insurance coverage and to tender legal matters to any appropriate insurance companies that may insure you. If you desire that the Firm become involved in identifying potential insurers and/or the tender of legal disputes, then a separate written agreement between you and the Firm to that effect will be required.

Teri Ledoux
Thomas Rice
August 28, 2020
Page 2

The Firm will not settle, negotiate or compromise the Matter without your consent.

Assignment of Firm Personnel. I will be primarily responsible for the supervision of the Matter, but you are engaging the Firm, not me individually. As we discussed, I expect that my partner Alfonso Estrada; Sarah Lustig, Of Counsel, and a paralegal, will be assisting me with the Matter. As and when necessary, I will draw upon the talent and expertise of other attorneys and paralegals along with legal assistants to handle this Matter.

Communication by Firm. The Firm will keep you regularly and currently informed of the status of the Matter and will consult with you when appropriate. Copies of significant correspondence and documents will be sent to the person designated by you from time to time for that purpose. In the event that you need to reach the Firm and the person sought is unavailable, please leave a message for the person concerned, disclosing the nature and urgency of the call. It is the Firm's policy that all calls will be returned promptly and in any event no later than within one business day of receipt of the call. If you have not received a return call within that time, please call again.

Client Cooperation. You understand and agree that, in order for the Firm to represent you effectively, it is necessary for you to assist and cooperate with the Firm during this engagement. You agree to (1) make yourselves (including your employees, if applicable) available to discuss issues as they arise in this matter; (2) attend and participate in meetings, preparation sessions and court proceedings, review drafts of documents, and perform other activities in connection with the representation; and (3) provide complete and accurate information and documents to us on a timely basis. Your non-cooperation will be grounds for the Firm's withdrawal from representing you. It is essential that you and the Firm maintain open communications.

Protection of Client Confidences – High Tech Communication Devices. The Firm stays constantly aware of its important obligation to preserve the secrets and confidences of its clients which it holds in precious trust for them. To that end it is important that you and the Firm agree from the outset what kinds of communications technology the Firm should employ in the course of this engagement. For instance, the exchange of documents and other information using email or other types of electronic communications involves some risk that information will be retrieved by third parties with no right to see it. Even the use of facsimile machines can cause problems if documents are sent to numbers where the documents sit in open view.

Therefore, you should only provide the Firm with cellular numbers, facsimile numbers and email addresses which are acceptable to you for receiving confidential communications from the Firm. If you have any mailing addresses, cellular numbers, facsimile numbers, and email addresses that the Firm should not use for confidential communications, please advise us of these in writing. You agree that the Firm may use any of your cellular numbers, facsimile numbers and email addresses other than those which you specify in writing that the Firm should not use. You can use the Technology Questionnaire form at the end of this letter for this purpose.

Teri Ledoux
Thomas Rice
August 28, 2020
Page 3

Fees and Expenses. The Firm's fees are generally based on the actual time spent on the Matter by the Firm's attorneys, paralegals and legal assistants. Each has an hourly rate at which his or her time is charged. That rate is set by the Firm, taking into consideration the individual's professional expertise and other relevant factors. Generally, these rates are revised in November of each year. The current hourly rates are \$225 to \$750 per hour for the Firm's attorneys and \$170 to \$200 for the Firm's paralegals. My 2020 hourly fee is \$355 per hour, Mr. Estrada's 2020 hourly fee is \$330, and Ms. Lustig's 2020 hourly rate is \$310. Attorney's time will be recorded in hours and tenths of hours (six minute units) with a minimum entry of one tenths of an hour. Rates for legal assistants and others who perform services for you will be reflected on the invoices issued to you. It is contemplated that the Firm will, and the Firm reserves the right to, adjust its hourly rates upward in the future, in January of each year. **The Firm acknowledges that the total of fees and costs incurred for work on this particular Matter shall not exceed \$50,000 unless City Council grants authorization for a higher amount.**

The amount of the fees based on the actual time spent is not necessarily the amount that will be billed to you, but may be adjusted based on the nature of the work performed or the results achieved. Each month before bills are issued, a review is performed to assess the nature and quality of the services performed for you. In cases where there is a significant disparity between the value of the services rendered or results achieved and the fees based on the time spent, the fees may be adjusted, as appropriate under the circumstances, to reflect that value.

In addition to our fees, Client will also be responsible for paying a 5% administrative charge calculated and based on fees billed to cover costs and expenses incurred in our handling of the matter such as photocopies, local travel charges and parking, fax charges, telephone charges and other similar charges. In addition to the administrative charge Client will be responsible for reimbursing Firm for other out-of-pocket charges such as court and filing fees, deposition charges, messenger fees, witness fees, investigator fees and similar charges.

The Firm will not be obligated to advance costs on your behalf. However, for the purposes of convenience and in order to expedite matters, the Firm reserves the right to advance costs on your behalf with your prior approval in the event a particular cost item exceeds \$2,000.00 in amount and without your prior approval in the event a particular cost item totals \$2,000.00 or less.

The Firm will prepare a monthly statement containing a detailed description of the services performed and the costs advanced by the Firm during each month and will mail such statement to you on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statement, will be due from you to the Firm by the end of that following month, unless other arrangements are made. In the event where you have funds deposited in the Firm's Client Trust Account at the time a monthly billing statement is prepared, funds will be transferred from the Firm's Client Trust Account to the Firm's General Account to the extent of the balance due on the monthly statement and a credit for such payment will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid after the due date will be subject to a 1% per month service charge.

Teri Ledoux
Thomas Rice
August 28, 2020
Page 4

Client agrees to review the Firm's monthly statements promptly upon receipt and to notify the Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Firm's monthly statement within sixty (60) days of Client's receipt thereof shall be deemed to signify Client's agreement that the monthly billing statement accurately reflects: (i) the legal services performed; and (ii) the proper charge for those legal services.

Initial Deposit to be Applied to Fees and Costs Incurred. When the Firm accepts new clients or material for new matters from existing clients, our policy is to request a deposit against the fees and costs expected to be incurred in the first couple months after the Firm is engaged. This is a refundable deposit; any amount not owed for fees and costs incurred will be refunded upon request. No fee deposit is due at this time but the Firm reserves the right to request refundable deposit at appropriate intervals during the Firm's representation of you. Additional deposits will be placed in the Firm's Client Trust Account. You hereby authorize the Firm to withdraw funds held in the Client Trust Account from time to time as fees and costs are incurred.

Conflicts with Other Clients. The Firm has a number of attorneys. The Firm may currently or in the future represent one or more other clients in matters involving Client. The Firm undertakes this engagement on the condition that the Firm may represent another client in a matter in which the Firm does not represent Client, even if the interests of the other client are adverse to those of Client (including appearance on behalf of another client adverse to Client in litigation or arbitration), provided the other matter is not substantially related to the Firm's representation of Client and in the course of representing Client attorneys of the Firm have not obtained confidential information of Client material to the representation of the other client ("Permitted Adverse Representation"). Client's consent to this arrangement is required because of its possible adverse effects on performance of the Firm's duties as attorneys to remain loyal and available to those other clients and to render legal services with vigor and competence. Also, if an attorney does not continue an engagement or must withdraw therefrom, the client may incur delay, prejudice or additional cost such as acquainting new counsel for the matter. Client agrees not to seek to disqualify the Firm from representing such other client in any Permitted Adverse Representation.

Termination of Representation. You may terminate this representation at any time, subject to the payment of any fees and costs incurred prior to such termination. The Firm may withdraw from this representation for good cause, on reasonable notice, without your consent. Good cause includes but is not limited to: (1) your failure to cooperate with us as provided above; (2) your failure to pay any bill when due or to replenish the deposit when requested as provided above; or (3) any fact or circumstance that would render our continuing representation unlawful or unethical. Any termination of our representation of you would be subject to such approval as may be required from any court in which the Firm is appearing on your behalf.

Binding Agreement. This letter represents the entire agreement between you and the Firm with respect to this Matter and any other matter which we agree to perform on your request unless such matter is covered by a separate written agreement between you and us. By signing below, you acknowledge that you have carefully reviewed and understand the content of this letter and agree to

Teri Ledoux
Thomas Rice
August 28, 2020
Page 5

be bound by all of its terms and conditions. Furthermore, you acknowledge that the Firm has made no representations or guarantees to you regarding the outcome, or the time necessary to resolve, the Matter. No change or waiver of any of the provisions of this letter will be binding on either you or the Firm unless the change is in writing and signed by both you and the Firm.

Document Retention Policy. The Firm will retain its files on each matter handled for you for five (5) years after the Matter is closed. The Firm will then destroy those files unless you have previously asked the Firm in writing to deliver those files to you. However, the Firm will not destroy the following types of files without giving thirty days' written notice to you: (1) estate and succession planning files and (2) corporate, limited liability company or partnership organization and records files.

Consent to Firm Communication. As a part of the Firm's commitment to client service, we will send you periodic alerts on case developments and legislative changes. In addition, we will send you notice on Breakfast Briefings, Conferences, and other training opportunities designed to help you with your daily legal concerns. The Firm will send these and other additional service notices to you via regular mail and/or electronic mail at the e-mail address which you designate on the Technology Questionnaire, contract, or use in your daily communications with us. We believe that these e-mail notices are a quick and convenient way for us to keep you apprised of legal changes which affect your business.

Termination of Attorney-Client Relationship. The attorney-client relationship between you and the Firm will cease at the conclusion of the Matter. There are instances when the Firm has been engaged to provide ongoing general business, tax and estate planning advice to clients. If the Firm is not asked by the Client to provide advice for a period of one (1) year from the last date the Firm provided such ongoing advice, both you and the Firm agree that the attorney-client relationship is terminated on the last date the Firm provided advice, without further action or notice by either party. All other terms and conditions of this letter will remain in full force and effect, including the obligation to pay all unpaid fees and costs and the obligation to arbitrate any disputes as provided below. If you request additional legal services and the Firm agrees to perform those services after such termination, the terms and conditions of this letter will apply with respect to such services unless you and the Firm enter into a new written engagement agreement with respect to such services.

Attorneys' Lien. Client grants the Firm a lien for all amounts owed to the Firm on any sum or sums recovered (whether by litigation, arbitration, settlement or otherwise) in connection with our representation of Client. The Firm is authorized by Client to use this lien to satisfy any obligation owed to the Firm by Client under this letter agreement. The lien will attach to any recovery Client may obtain, whether by arbitration, award, judgment, settlement or otherwise. The effect of such a lien is that the Firm may be able to compel payment of fees and costs from any such funds even if the Firm's representation of Client has been terminated before the conclusion of the Matter. Because the lien may affect Client's property rights, it may be desirable for Client to seek the advice of an independent attorney before agreeing to such a lien. Irrespective of whether or not

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Teri Ledoux
Thomas Rice
August 28, 2020
Page 6

Client seeks such independent advice, the lien will be effective upon Client's signing of this letter agreement.

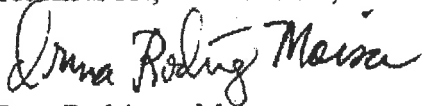
Binding Arbitration. If any dispute arises out of, or related to, a claimed breach of this agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

If the above accurately reflects our mutual agreement, please confirm that by signing and returning a copy of this letter to me. Please do not hesitate to call me to discuss any questions you may have regarding this agreement. In addition, you have the right to consult other counsel to resolve your concerns. In conformance with the Firm's policy, we cannot commence work upon this engagement until we have received a copy of this letter countersigned by you.

Thank you for giving us the opportunity to assist you with your legal matters. We look forward to working with you on this Matter.

Sincerely,

ATKINSON, ANDELSON, LOYA, RUUD & ROMO


Irma Rodríguez Moisa

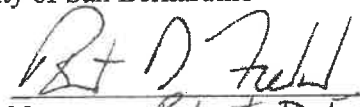
IRM:jag

cc: Sonia Carvalho (*Via Email*)

ACCEPTANCE AND CONSENT BY CLIENT

The undersigned is the Client or an authorized officer or agent of Client and has reviewed and hereby agrees and consents to the above terms and conditions of Client's engagement of the Firm.

The City of San Bernardino

By: 
Name: Robert P. Field
Title: City Manager 10/9/20

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

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SAN DIEGO
(858) 485-9526

OUR FILE NUMBER:

005119.00016
31183754.1

January 27, 2021
VIA EMAIL

Thomas Rice
Best Best & Krieger LLP
2855 E. Guasti Road
Suite 400
Ontario, CA 91761

Robert Field
City Manager
City of San Bernardino
290 North D Street
San Bernardino, CA 92401

Re: Agreement to Retain Legal Services
Don Smith v. John Valdivia, City of San Bernardino, et al.
San Bernardino Co. Case No. CIVSB 2025375

Dear Mr. Field and Mr. Rice:

The purpose of this letter is to confirm the terms and conditions of the representation of the City of San Bernardino (the "Client" or "you") by Atkinson, Andelson, Loya, Ruud & Romo (the "Firm," "we," or "us") in connection with the *Don Smith v. Valdivia, City of San Bernardino, et al.*, Case No. CIVSB 2025375 filed in San Bernardino County Superior Court (the "Matter"). These same terms and conditions will apply to any other matter that the Firm agrees to handle for you at your request unless you and the Firm enter into a separate written agreement regarding such other matter.

Scope of the Firm's Representation. You have engaged the Firm to represent you in connection with the Matter and the Firm has agreed to defend only the City of San Bernardino in connection with the Matter. We will not be representing Defendant John Valdivia in this matter.

Our services will not extend to any of your other legal affairs or other aspects of your activities unless you and the Firm agree to such representation. You understand and agree that the Firm's receipt or use of confidential or other information from you or others in the course of this representation will not give rise to any expectation by you that the Firm will render any other advice or services.

With respect to insurance coverage for any matters covered by the scope of services under this Agreement, you agree that it is your own responsibility, rather than the Firm's responsibility, to identify potential insurance coverage and to tender legal matters to any appropriate insurance companies that may insure you. If you desire that the Firm become involved in identifying potential insurers and/or the tender of legal disputes, then a separate written agreement between you and the Firm to that effect will be required.

Robert Field
Thomas Rice
January 27, 2021
Page 2

The Firm will not settle, negotiate or compromise the Matter without your consent.

Assignment of Firm Personnel. I will be primarily responsible for the supervision of the Matter, but you are engaging the Firm, not me individually. As we discussed, I expect that my partner Susana Solano, and a paralegal, will be assisting me with the Matter. As and when necessary, I will draw upon the talent and expertise of other attorneys and paralegals along with legal assistants to handle this Matter.

Communication by Firm. The Firm will keep you regularly and currently informed of the status of the Matter and will consult with you when appropriate. Copies of significant correspondence and documents will be sent to the person designated by you from time to time for that purpose. In the event that you need to reach the Firm and the person sought is unavailable, please leave a message for the person concerned, disclosing the nature and urgency of the call. It is the Firm's policy that all calls will be returned promptly and in any event no later than within one business day of receipt of the call.

Client Cooperation. You understand and agree that, in order for the Firm to represent you effectively, it is necessary for you to assist and cooperate with the Firm during this engagement. You agree to (1) make yourselves (including your employees, if applicable) available to discuss issues as they arise in this matter; (2) attend and participate in meetings, preparation sessions and court proceedings, review drafts of documents, and perform other activities in connection with the representation; and (3) provide complete and accurate information and documents to us on a timely basis. Your non-cooperation will be grounds for the Firm's withdrawal from representing you. It is essential that you and the Firm maintain open communications.

Protection of Client Confidences – High Tech Communication Devices. The Firm stays constantly aware of its important obligation to preserve the secrets and confidences of its clients which it holds in precious trust for them. To that end it is important that you and the Firm agree from the outset what kinds of communications technology the Firm should employ in the course of this engagement. For instance, the exchange of documents and other information using email or other types of electronic communications involves some risk that information will be retrieved by third parties with no right to see it. Even the use of facsimile machines can cause problems if documents are sent to numbers where the documents sit in open view.

Therefore, you should only provide the Firm with cellular numbers, facsimile numbers and email addresses which are acceptable to you for receiving confidential communications from the Firm. If you have any mailing addresses, cellular numbers, facsimile numbers, and email addresses that the Firm should not use for confidential communications, please advise us of these in writing. You agree that the Firm may use any of your cellular numbers, facsimile numbers and email addresses other than those which you specify in writing that the Firm should not use. You can use the Technology Questionnaire form at the end of this letter for this purpose.

Robert Field
Thomas Rice
January 27, 2021
Page 3

Fees and Expenses. The Firm's fees are generally based on the actual time spent on the Matter by the Firm's attorneys, paralegals and legal assistants. Each has an hourly rate at which his or her time is charged. That rate is set by the Firm, taking into consideration the individual's professional expertise and other relevant factors. Generally, these rates are revised in November of each year. The current hourly rates are \$225 to \$750 per hour for the Firm's attorneys and \$170 to \$200 for the Firm's paralegals. My 2021 hourly fee is \$360 per hour and Ms. Solano's 2021 hourly fee is \$330. Attorney's time will be recorded in hours and tenths of hours (six minute units) with a minimum entry of one tenths of an hour. Rates for legal assistants and others who perform services for you will be reflected on the invoices issued to you. It is contemplated that the Firm will, and the Firm reserves the right to, adjust its hourly rates upward in the future, in January of each year. **The Firm acknowledges that the total of fees and costs incurred for work on this particular Matter shall not exceed \$50,000 unless City Council grants authorization for a higher amount.**

The amount of the fees based on the actual time spent is not necessarily the amount that will be billed to you, but may be adjusted based on the nature of the work performed or the results achieved. Each month before bills are issued, a review is performed to assess the nature and quality of the services performed for you. In cases where there is a significant disparity between the value of the services rendered or results achieved and the fees based on the time spent, the fees may be adjusted, as appropriate under the circumstances, to reflect that value.

In addition to our fees, Client will also be responsible for paying a 5% administrative charge calculated and based on fees billed to cover costs and expenses incurred in our handling of the matter such as photocopies, local travel charges and parking, fax charges, telephone charges and other similar charges. In addition to the administrative charge Client will be responsible for reimbursing Firm for other out-of-pocket charges such as court and filing fees, deposition charges, messenger fees, witness fees, investigator fees and similar charges.

The Firm will not be obligated to advance costs on your behalf. However, for the purposes of convenience and in order to expedite matters, the Firm reserves the right to advance costs on your behalf with your prior approval in the event a particular cost item exceeds \$2,000.00 in amount and without your prior approval in the event a particular cost item totals \$2,000.00 or less.

The Firm will prepare a monthly statement containing a detailed description of the services performed and the costs advanced by the Firm during each month and will mail such statement to you on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statement, will be due from you to the Firm by the end of that following month, unless other arrangements are made. In the event where you have funds deposited in the Firm's Client Trust Account at the time a monthly billing statement is prepared, funds will be transferred from the Firm's Client Trust Account to the Firm's General Account to the extent of the balance due on the monthly statement and a credit for such payment will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid after the due date will be subject to a 1% per month service charge.

Robert Field
Thomas Rice
January 27, 2021
Page 4

Client agrees to review the Firm's monthly statements promptly upon receipt and to notify the Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Firm's monthly statement within sixty (60) days of Client's receipt thereof shall be deemed to signify Client's agreement that the monthly billing statement accurately reflects: (i) the legal services performed; and (ii) the proper charge for those legal services.

Initial Deposit to be Applied to Fees and Costs Incurred. When the Firm accepts new clients or material for new matters from existing clients, our policy is to request a deposit against the fees and costs expected to be incurred in the first couple months after the Firm is engaged. This is a refundable deposit; any amount not owed for fees and costs incurred will be refunded upon request. No fee deposit is due at this time but the Firm reserves the right to request refundable deposit at appropriate intervals during the Firm's representation of you. Additional deposits will be placed in the Firm's Client Trust Account. You hereby authorize the Firm to withdraw funds held in the Client Trust Account from time to time as fees and costs are incurred.

Conflicts with Other Clients. The Firm has a number of attorneys. The Firm may currently or in the future represent one or more other clients in matters involving Client. The Firm undertakes this engagement on the condition that the Firm may represent another client in a matter in which the Firm does not represent Client, even if the interests of the other client are adverse to those of Client (including appearance on behalf of another client adverse to Client in litigation or arbitration), provided the other matter is not substantially related to the Firm's representation of Client and in the course of representing Client attorneys of the Firm have not obtained confidential information of Client material to the representation of the other client ("Permitted Adverse Representation"). Client's consent to this arrangement is required because of its possible adverse effects on performance of the Firm's duties as attorneys to remain loyal and available to those other clients and to render legal services with vigor and competence. Also, if an attorney does not continue an engagement or must withdraw therefrom, the client may incur delay, prejudice or additional cost such as acquainting new counsel for the matter. Client agrees not to seek to disqualify the Firm from representing such other client in any Permitted Adverse Representation.

Termination of Representation. You may terminate this representation at any time, subject to the payment of any fees and costs incurred prior to such termination. The Firm may withdraw from this representation for good cause, on reasonable notice, without your consent. Good cause includes but is not limited to: (1) your failure to cooperate with us as provided above; (2) your failure to pay any bill when due or to replenish the deposit when requested as provided above; or (3) any fact or circumstance that would render our continuing representation unlawful or unethical. Any termination of our representation of you would be subject to such approval as may be required from any court in which the Firm is appearing on your behalf.

Binding Agreement. This letter represents the entire agreement between you and the Firm with respect to this Matter and any other matter which we agree to perform on your request unless such matter is covered by a separate written agreement between you and us. By signing below, you acknowledge that you have carefully reviewed and understand the content of this letter and agree to

Robert Field
Thomas Rice
January 27, 2021
Page 5

be bound by all of its terms and conditions. Furthermore, you acknowledge that the Firm has made no representations or guarantees to you regarding the outcome, or the time necessary to resolve, the Matter. No change or waiver of any of the provisions of this letter will be binding on either you or the Firm unless the change is in writing and signed by both you and the Firm.

Document Retention Policy. The Firm will retain its files on each matter handled for you for five (5) years after the Matter is closed. The Firm will then destroy those files unless you have previously asked the Firm in writing to deliver those files to you. However, the Firm will not destroy the following types of files without giving thirty days' written notice to you: (1) estate and succession planning files and (2) corporate, limited liability company or partnership organization and records files.

Consent to Firm Communication. As a part of the Firm's commitment to client service, we will send you periodic alerts on case developments and legislative changes. In addition, we will send you notice on Breakfast Briefings, Conferences, and other training opportunities designed to help you with your daily legal concerns. The Firm will send these and other additional service notices to you via regular mail and/or electronic mail at the e-mail address which you designate on the Technology Questionnaire, contract, or use in your daily communications with us. We believe that these e-mail notices are a quick and convenient way for us to keep you apprised of legal changes which affect your business.

Termination of Attorney-Client Relationship. The attorney-client relationship between you and the Firm will cease at the conclusion of the Matter. There are instances when the Firm has been engaged to provide ongoing general business, tax and estate planning advice to clients. If the Firm is not asked by the Client to provide advice for a period of one (1) year from the last date the Firm provided such ongoing advice, both you and the Firm agree that the attorney-client relationship is terminated on the last date the Firm provided advice, without further action or notice by either party. All other terms and conditions of this letter will remain in full force and effect, including the obligation to pay all unpaid fees and costs and the obligation to arbitrate any disputes as provided below. If you request additional legal services and the Firm agrees to perform those services after such termination, the terms and conditions of this letter will apply with respect to such services unless you and the Firm enter into a new written engagement agreement with respect to such services.

Attorneys' Lien. Client grants the Firm a lien for all amounts owed to the Firm on any sum or sums recovered (whether by litigation, arbitration, settlement or otherwise) in connection with our representation of Client. The Firm is authorized by Client to use this lien to satisfy any obligation owed to the Firm by Client under this letter agreement. The lien will attach to any recovery Client may obtain, whether by arbitration, award, judgment, settlement or otherwise. The effect of such a lien is that the Firm may be able to compel payment of fees and costs from any such funds even if the Firm's representation of Client has been terminated before the conclusion of the Matter. Because the lien may affect Client's property rights, it may be desirable for Client to seek the advice of an independent attorney before agreeing to such a lien. Irrespective of whether or not

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Robert Field
Thomas Rice
January 27, 2021
Page 6

Client seeks such independent advice, the lien will be effective upon Client's signing of this letter agreement.

Binding Arbitration. If any dispute arises out of, or related to, a claimed breach of this agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

If the above accurately reflects our mutual agreement, please confirm that by signing and returning a copy of this letter to me. Please do not hesitate to call me to discuss any questions you may have regarding this agreement. In addition, you have the right to consult other counsel to resolve your concerns. In conformance with the Firm's policy, we cannot commence work upon this engagement until we have received a copy of this letter countersigned by you.

Thank you for giving us the opportunity to assist you with your legal matters. We look forward to working with you on this Matter.

Sincerely,

ATKINSON, ANDELSON, LOYA, RUUD & ROMO



Irma Rodríguez Moisa

IRM:jag

cc: Sonia Carvalho (*Via Email*)

ACCEPTANCE AND CONSENT BY CLIENT

The undersigned is the Client or an authorized officer or agent of Client and has reviewed and hereby agrees and consents to the above terms and conditions of Client's engagement of the Firm.

The City of San Bernardino

By:

Name:

Title:


ROBERT D. FIELD
CITY MANAGER

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

A PROFESSIONAL LAW CORPORATION

ATTORNEYS AT LAW

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SAN DIEGO
(858) 485-9526

OUR FILE NUMBER:
005119.00017
31183703.1

January 27, 2021
VIA EMAIL

Thomas Rice
Best Best & Krieger LLP
2855 E. Guasti Road
Suite 400
Ontario, CA 91761

Robert Field
City Manager
City of San Bernardino
290 North D Street
San Bernardino, CA 92401

Re: Agreement to Retain Legal Services
Matthew Brown v. City of San Bernardino, et al.
San Bernardino Co. Case No. CIVDS 2025900

Dear Mr. Field and Mr. Rice:

The purpose of this letter is to confirm the terms and conditions of the representation of the City of San Bernardino (the "Client" or "you") by Atkinson, Andelson, Loya, Ruud & Romo (the "Firm," "we," or "us") in connection with the *Matthew Brown v. City of San Bernardino, et al.*, Case No. CIVDS 2025900 filed in San Bernardino County Superior Court (the "Matter"). These same terms and conditions will apply to any other matter that the Firm agrees to handle for you at your request unless you and the Firm enter into a separate written agreement regarding such other matter.

Scope of the Firm's Representation. You have engaged the Firm to represent you in connection with the Matter and the Firm has agreed to defend only the City of San Bernardino in connection with the Matter.

Our services will not extend to any of your other legal affairs or other aspects of your activities unless you and the Firm agree to such representation. You understand and agree that the Firm's receipt or use of confidential or other information from you or others in the course of this representation will not give rise to any expectation by you that the Firm will render any other advice or services.

With respect to insurance coverage for any matters covered by the scope of services under this Agreement, you agree that it is your own responsibility, rather than the Firm's responsibility, to identify potential insurance coverage and to tender legal matters to any appropriate insurance companies that may insure you. If you desire that the Firm become involved in identifying potential insurers and/or the tender of legal disputes, then a separate written agreement between you and the Firm to that effect will be required.

Robert Field
Thomas Rice
January 27, 2021
Page 2

The Firm will not settle, negotiate or compromise the Matter without your consent.

Assignment of Firm Personnel. I will be primarily responsible for the supervision of the Matter, but you are engaging the Firm, not me individually. As we discussed, I expect that my partner Susana Solano, and a paralegal, will be assisting me with the Matter. As and when necessary, I will draw upon the talent and expertise of other attorneys and paralegals along with legal assistants to handle this Matter.

Communication by Firm. The Firm will keep you regularly and currently informed of the status of the Matter and will consult with you when appropriate. Copies of significant correspondence and documents will be sent to the person designated by you from time to time for that purpose. In the event that you need to reach the Firm and the person sought is unavailable, please leave a message for the person concerned, disclosing the nature and urgency of the call. It is the Firm's policy that all calls will be returned promptly and in any event no later than within one business day of receipt of the call. If you have not received a return call within that time, please call again.

Client Cooperation. You understand and agree that, in order for the Firm to represent you effectively, it is necessary for you to assist and cooperate with the Firm during this engagement. You agree to (1) make yourselves (including your employees, if applicable) available to discuss issues as they arise in this matter; (2) attend and participate in meetings, preparation sessions and court proceedings, review drafts of documents, and perform other activities in connection with the representation; and (3) provide complete and accurate information and documents to us on a timely basis. Your non-cooperation will be grounds for the Firm's withdrawal from representing you. It is essential that you and the Firm maintain open communications.

Protection of Client Confidences – High Tech Communication Devices. The Firm stays constantly aware of its important obligation to preserve the secrets and confidences of its clients which it holds in precious trust for them. To that end it is important that you and the Firm agree from the outset what kinds of communications technology the Firm should employ in the course of this engagement. For instance, the exchange of documents and other information using email or other types of electronic communications involves some risk that information will be retrieved by third parties with no right to see it. Even the use of facsimile machines can cause problems if documents are sent to numbers where the documents sit in open view.

Therefore, you should only provide the Firm with cellular numbers, facsimile numbers and email addresses which are acceptable to you for receiving confidential communications from the Firm. If you have any mailing addresses, cellular numbers, facsimile numbers, and email addresses that the Firm should not use for confidential communications, please advise us of these in writing. You agree that the Firm may use any of your cellular numbers, facsimile numbers and email addresses other than those which you specify in writing that the Firm should not use. You can use the Technology Questionnaire form at the end of this letter for this purpose.

Robert Field
Thomas Rice
January 27, 2021
Page 3

Fees and Expenses. The Firm's fees are generally based on the actual time spent on the Matter by the Firm's attorneys, paralegals and legal assistants. Each has an hourly rate at which his or her time is charged. That rate is set by the Firm, taking into consideration the individual's professional expertise and other relevant factors. Generally, these rates are revised in November of each year. The current hourly rates are \$225 to \$750 per hour for the Firm's attorneys and \$170 to \$200 for the Firm's paralegals. My 2021 hourly fee is \$360 per hour and Ms. Solano's 2021 hourly fee is \$330. Attorney's time will be recorded in hours and tenths of hours (six minute units) with a minimum entry of one tenths of an hour. Rates for legal assistants and others who perform services for you will be reflected on the invoices issued to you. It is contemplated that the Firm will, and the Firm reserves the right to, adjust its hourly rates upward in the future, in January of each year. **The Firm acknowledges that the total of fees and costs incurred for work on this particular Matter shall not exceed \$50,000 unless City Council grants authorization for a higher amount.**

The amount of the fees based on the actual time spent is not necessarily the amount that will be billed to you, but may be adjusted based on the nature of the work performed or the results achieved. Each month before bills are issued, a review is performed to assess the nature and quality of the services performed for you. In cases where there is a significant disparity between the value of the services rendered or results achieved and the fees based on the time spent, the fees may be adjusted, as appropriate under the circumstances, to reflect that value.

In addition to our fees, Client will also be responsible for paying a 5% administrative charge calculated and based on fees billed to cover costs and expenses incurred in our handling of the matter such as photocopies, local travel charges and parking, fax charges, telephone charges and other similar charges. In addition to the administrative charge Client will be responsible for reimbursing Firm for other out-of-pocket charges such as court and filing fees, deposition charges, messenger fees, witness fees, investigator fees and similar charges.

The Firm will not be obligated to advance costs on your behalf. However, for the purposes of convenience and in order to expedite matters, the Firm reserves the right to advance costs on your behalf with your prior approval in the event a particular cost item exceeds \$2,000.00 in amount and without your prior approval in the event a particular cost item totals \$2,000.00 or less.

The Firm will prepare a monthly statement containing a detailed description of the services performed and the costs advanced by the Firm during each month and will mail such statement to you on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statement, will be due from you to the Firm by the end of that following month, unless other arrangements are made. In the event where you have funds deposited in the Firm's Client Trust Account at the time a monthly billing statement is prepared, funds will be transferred from the Firm's Client Trust Account to the Firm's General Account to the extent of the balance due on the monthly statement and a credit for such payment will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid after the due date will be subject to a 1% per month service charge.

Robert Field
Thomas Rice
January 27, 2021
Page 4

Client agrees to review the Firm's monthly statements promptly upon receipt and to notify the Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Firm's monthly statement within sixty (60) days of Client's receipt thereof shall be deemed to signify Client's agreement that the monthly billing statement accurately reflects: (i) the legal services performed; and (ii) the proper charge for those legal services.

Initial Deposit to be Applied to Fees and Costs Incurred. When the Firm accepts new clients or material for new matters from existing clients, our policy is to request a deposit against the fees and costs expected to be incurred in the first couple months after the Firm is engaged. This is a refundable deposit; any amount not owed for fees and costs incurred will be refunded upon request. No fee deposit is due at this time but the Firm reserves the right to request refundable deposit at appropriate intervals during the Firm's representation of you. Additional deposits will be placed in the Firm's Client Trust Account. You hereby authorize the Firm to withdraw funds held in the Client Trust Account from time to time as fees and costs are incurred.

Conflicts with Other Clients. The Firm has a number of attorneys. The Firm may currently or in the future represent one or more other clients in matters involving Client. The Firm undertakes this engagement on the condition that the Firm may represent another client in a matter in which the Firm does not represent Client, even if the interests of the other client are adverse to those of Client (including appearance on behalf of another client adverse to Client in litigation or arbitration), provided the other matter is not substantially related to the Firm's representation of Client and in the course of representing Client attorneys of the Firm have not obtained confidential information of Client material to the representation of the other client ("Permitted Adverse Representation"). Client's consent to this arrangement is required because of its possible adverse effects on performance of the Firm's duties as attorneys to remain loyal and available to those other clients and to render legal services with vigor and competence. Also, if an attorney does not continue an engagement or must withdraw therefrom, the client may incur delay, prejudice or additional cost such as acquainting new counsel for the matter. Client agrees not to seek to disqualify the Firm from representing such other client in any Permitted Adverse Representation.

Termination of Representation. You may terminate this representation at any time, subject to the payment of any fees and costs incurred prior to such termination. The Firm may withdraw from this representation for good cause, on reasonable notice, without your consent. Good cause includes but is not limited to: (1) your failure to cooperate with us as provided above; (2) your failure to pay any bill when due or to replenish the deposit when requested as provided above; or (3) any fact or circumstance that would render our continuing representation unlawful or unethical. Any termination of our representation of you would be subject to such approval as may be required from any court in which the Firm is appearing on your behalf.

Binding Agreement. This letter represents the entire agreement between you and the Firm with respect to this Matter and any other matter which we agree to perform on your request unless such matter is covered by a separate written agreement between you and us. By signing below, you acknowledge that you have carefully reviewed and understand the content of this letter and agree to

Robert Field
Thomas Rice
January 27, 2021
Page 5

be bound by all of its terms and conditions. Furthermore, you acknowledge that the Firm has made no representations or guarantees to you regarding the outcome, or the time necessary to resolve, the Matter. No change or waiver of any of the provisions of this letter will be binding on either you or the Firm unless the change is in writing and signed by both you and the Firm.

Document Retention Policy. The Firm will retain its files on each matter handled for you for five (5) years after the Matter is closed. The Firm will then destroy those files unless you have previously asked the Firm in writing to deliver those files to you. However, the Firm will not destroy the following types of files without giving thirty days' written notice to you: (1) estate and succession planning files and (2) corporate, limited liability company or partnership organization and records files.

Consent to Firm Communication. As a part of the Firm's commitment to client service, we will send you periodic alerts on case developments and legislative changes. In addition, we will send you notice on Breakfast Briefings, Conferences, and other training opportunities designed to help you with your daily legal concerns. The Firm will send these and other additional service notices to you via regular mail and/or electronic mail at the e-mail address which you designate on the Technology Questionnaire, contract, or use in your daily communications with us. We believe that these e-mail notices are a quick and convenient way for us to keep you apprised of legal changes which affect your business.

Termination of Attorney-Client Relationship. The attorney-client relationship between you and the Firm will cease at the conclusion of the Matter. There are instances when the Firm has been engaged to provide ongoing general business, tax and estate planning advice to clients. If the Firm is not asked by the Client to provide advice for a period of one (1) year from the last date the Firm provided such ongoing advice, both you and the Firm agree that the attorney-client relationship is terminated on the last date the Firm provided advice, without further action or notice by either party. All other terms and conditions of this letter will remain in full force and effect, including the obligation to pay all unpaid fees and costs and the obligation to arbitrate any disputes as provided below. If you request additional legal services and the Firm agrees to perform those services after such termination, the terms and conditions of this letter will apply with respect to such services unless you and the Firm enter into a new written engagement agreement with respect to such services.

Attorneys' Lien. Client grants the Firm a lien for all amounts owed to the Firm on any sum or sums recovered (whether by litigation, arbitration, settlement or otherwise) in connection with our representation of Client. The Firm is authorized by Client to use this lien to satisfy any obligation owed to the Firm by Client under this letter agreement. The lien will attach to any recovery Client may obtain, whether by arbitration, award, judgment, settlement or otherwise. The effect of such a lien is that the Firm may be able to compel payment of fees and costs from any such funds even if the Firm's representation of Client has been terminated before the conclusion of the Matter. Because the lien may affect Client's property rights, it may be desirable for Client to seek the advice of an independent attorney before agreeing to such a lien. Irrespective of whether or not

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Robert Field
Thomas Rice
January 27, 2021
Page 6

Client seeks such independent advice, the lien will be effective upon Client's signing of this letter agreement.

Binding Arbitration. If any dispute arises out of, or related to, a claimed breach of this agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

If the above accurately reflects our mutual agreement, please confirm that by signing and returning a copy of this letter to me. Please do not hesitate to call me to discuss any questions you may have regarding this agreement. In addition, you have the right to consult other counsel to resolve your concerns. In conformance with the Firm's policy, we cannot commence work upon this engagement until we have received a copy of this letter countersigned by you.

Thank you for giving us the opportunity to assist you with your legal matters. We look forward to working with you on this Matter.

Sincerely,

ATKINSON, ANDELSON, LOYA, RUUD & ROMO



Irma Rodríguez Moisa

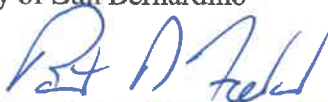
IRM:jag

cc: Sonia Carvalho (*Via Email*)

ACCEPTANCE AND CONSENT BY CLIENT

The undersigned is the Client or an authorized officer or agent of Client and has reviewed and hereby agrees and consents to the above terms and conditions of Client's engagement of the Firm.

The City of San Bernardino

By: 
Name: ROBERT D. FIELD
Title: CITY MANAGER

FIRST AMENDMENT TO THE LEGAL SERVICES AGREEMENT
WITH ATKINSON, ANDELSON, LOYA, RUUD & ROMO

This First Amendment ("First Amendment") to the Professional Services Agreement dated May 5, 2021 is made and entered into by and between the City of San Bernardino ("City") and Atkinson, Andelson, Loya, Ruud & Romo ("Consultant") as of the last date set forth below.

1. This Amendment is made with respect to the following facts and purposes:
 - a. On August 28, 2020, the City and Consultant entered into a Services Agreement for the provision of legal services pertaining to Jackie Aboud, an individual v. John Valdivia, et al. San Bernardino Superior Co. Case No. CIVDS 2013562 ("Original Agreement").
 - b. City and Consultant now desire to increase the amount of the Original Agreement.
2. The Original Agreement is hereby amended to increase the total not to exceed amount from \$50,000 to \$175,000.
3. Except as modified by this First Amendment, all provisions of the Original Agreement shall remain in full force and effect for the term thereof.
4. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

Dated: June 16, 2021

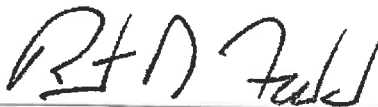
ATKINSON, ANDELSON, LOYA, RUUD & ROMO



By: Irma Rodriguez Moisa,
Its: Partner

Dated: 5/19, 2021

CITY OF SAN BERNARDINO



By: Robert D. Field
Its: City Manager

FIRST AMENDMENT TO THE LEGAL SERVICES AGREEMENT
WITH ATKINSON, ANDELSON, LOYA, RUUD & ROMO

This First Amendment ("First Amendment") to the Professional Services Agreement dated May 5, 2021 is made and entered into by and between the City of San Bernardino ("City") and Atkinson, Andelson, Loya, Ruud & Romo ("Consultant") as of the last date set forth below.

1. This Amendment is made with respect to the following facts and purposes:
 - a. On January 27, 2021, the City and Consultant entered into a Services Agreement for the provision of legal services pertaining to Matthew Brown, an individual v. John Valdivia, et al. San Bernardino Superior Co. Case No. CIVSB 2025900 ("Original Agreement").
 - b. City and Consultant now desire to increase the amount of the Original Agreement.
2. The Original Agreement is hereby amended to increase the total not to exceed amount from \$50,000 to \$150,000.
3. Except as modified by this First Amendment, all provisions of the Original Agreement shall remain in full force and effect for the term thereof.
4. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

Dated: June 10, 2021

ATKINSON, ANDELSON, LOYA, RUUD & ROMO



By: Irma Rodriguez Moisa,
Its: Partner

Dated: 5/19, 2021

CITY OF SAN BERNARDINO



By: Robert D. Field
Its: City Manager

FIRST AMENDMENT TO THE LEGAL SERVICES AGREEMENT
WITH ATKINSON, ANDELSON, LOYA, RUUD & ROMO

This First Amendment ("First Amendment") to the Professional Services Agreement dated May 5, 2021 is made and entered into by and between the City of San Bernardino ("City") and Atkinson, Andelson, Loya, Ruud & Romo ("Consultant") as of the last date set forth below.

1. This Amendment is made with respect to the following facts and purposes:
 - a. On August 28, 2020, the City and Consultant entered into a Services Agreement for the provision of legal services pertaining to Karen Cervantes, an individual v. John Valdivia, et al. San Bernardino Superior Co. Case No. CIVDS 2012538 ("Original Agreement").
 - b. City and Consultant now desire to increase the amount of the Original Agreement.
2. The Original Agreement is hereby amended to increase the total not to exceed amount from \$50,000 to \$200,000.
3. Except as modified by this First Amendment, all provisions of the Original Agreement shall remain in full force and effect for the term thereof.
4. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

Dated: June 10, 2021

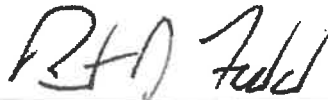
ATKINSON, ANDELSON, LOYA, RUUD & ROMO



By: Irma Rodriguez Moisa,
Its: Partner

Dated: 5/19, 2021

CITY OF SAN BERNARDINO



By: Robert D. Field
Its: City Manager

FIRST AMENDMENT TO THE LEGAL SERVICES AGREEMENT
WITH ATKINSON, ANDELSON, LOYA, RUUD & ROMO

This First Amendment ("First Amendment") to the Professional Services Agreement dated May 5, 2021 is made and entered into by and between the City of San Bernardino ("City") and Atkinson, Andelson, Loya, Ruud & Romo ("Consultant") as of the last date set forth below.

1. This Amendment is made with respect to the following facts and purposes:
 - a. On August 28, 2020, the City and Consultant entered into a Services Agreement for the provision of legal services pertaining to Mirna Cisneros, an individual v. John Valdivia, et al. San Bernardino Superior Co. Case No. CIVDS 2012926 ("Original Agreement").
 - b. City and Consultant now desire to increase the amount of the Original Agreement.
2. The Original Agreement is hereby amended to increase the total not to exceed amount from \$50,000 to \$250,000.
3. Except as modified by this First Amendment, all provisions of the Original Agreement shall remain in full force and effect for the term thereof.
4. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

Dated: June 10, 2021

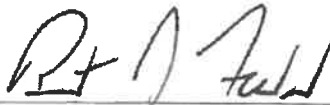
ATKINSON, ANDELSON, LOYA, RUUD & ROMO



By: Irma Rodriguez Moisa,
Its: Partner

Dated: 5/19, 2021

CITY OF SAN BERNARDINO



By: Robert D. Field
Its: City Manager

**FIRST AMENDMENT TO THE LEGAL SERVICES AGREEMENT
WITH ATKINSON, ANDELSON, LOYA, RUUD & ROMO**

This First Amendment ("First Amendment") to the Professional Services Agreement dated May 5, 2021 is made and entered into by and between the City of San Bernardino ("City") and Atkinson, Andelson, Loya, Ruud & Romo ("Consultant") as of the last date set forth below.

1. This Amendment is made with respect to the following facts and purposes:
 - a. On January 27, 2021, the City and Consultant entered into a Services Agreement for the provision of legal services pertaining to Don Smith, an individual v. John Valdivia, et al. San Bernardino Superior Co. Case No. CIVSB 2025375 ("Original Agreement").
 - b. City and Consultant now desire to increase the amount of the Original Agreement.
2. The Original Agreement is hereby amended to increase the total not to exceed amount from \$50,000 to \$150,000.
3. Except as modified by this First Amendment, all provisions of the Original Agreement shall remain in full force and effect for the term thereof.
4. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

Dated: June 10, 2021

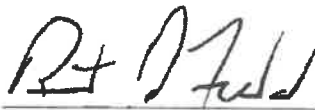
ATKINSON, ANDELSON, LOYA, RUUD & ROMO



By: Irma Rodriguez Moisa,
Its: Partner

Dated: 5/19, 2021

CITY OF SAN BERNARDINO



By: Robert D. Field
Its: City Manager

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

A PROFESSIONAL LAW CORPORATION

ATTORNEYS AT LAW

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IMoisa@aalrr.com

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RIVERSIDE
(951) 683-1122

SACRAMENTO
(916) 923-1200

SAN DIEGO
(858) 485-9526

OUR FILE NUMBER:

005119.00015
30895591.1

January 14, 2021

VIA EMAIL

Thomas Rice
Best Best & Krieger LLP
2855 E. Guasti Road
Suite 400
Ontario, CA 91761

Robert Field
City Manager
City of San Bernardino
290 North D Street
San Bernardino, CA 92401

**Re: Agreement to Retain Legal Services
Sedna Moseley v. City of San Bernardino, et al.
San Bernardino Co. Case No. CIVDS 2022209**

Dear Mr. Field and Mr. Rice:

The purpose of this letter is to supplement the terms and conditions of the representation of the City of San Bernardino (the "Client" or "you") by Atkinson, Andelson, Loya, Ruud & Romo (the "Firm," "we," or "us") in connection with the *Sedna Moseley v. City of San Bernardino, Lieutenant Frank Macomber, Captain Francisco Hernandez, et al.*; Case No. CIVDS 2022209 filed in San Bernardino County Superior Court (the "Matter"). This letter confirms that the City has requested we also represent individual Defendants Lieutenant Frank Macomber, and Captain Francisco Hernandez

Scope of the Firm's Representation. You have engaged the Firm to represent you in connection with the Matter and the Firm has agreed to defend Defendants the City of San Bernardino, Lieutenant Frank Macomber, and Captain Francisco Hernandez in connection with the Matter.

Our services will not extend to any of your other legal affairs or other aspects of your activities unless you and the Firm agree to such representation. You understand and agree that the Firm's receipt or use of confidential or other information from you or others in the course of this representation will not give rise to any expectation by you that the Firm will render any other advice or services.

With respect to insurance coverage for any matters covered by the scope of services under this Agreement, you agree that it is your own responsibility, rather than the Firm's responsibility, to identify potential insurance coverage and to tender legal matters to any appropriate insurance companies that may insure you. If you desire that the Firm become involved in identifying potential insurers and/or the tender of legal disputes, then a separate written agreement between you and the Firm to that effect will be required.

Robert Field
Thomas Rice
January 14, 2021
Page 2

The Firm will not settle, negotiate or compromise the Matter without your consent.

Assignment of Firm Personnel. I will be primarily responsible for the supervision of the Matter, but you are engaging the Firm, not me individually. As we discussed, I expect that my partner Susana Solano; and a paralegal, will be assisting me with the Matter. As and when necessary, I will draw upon the talent and expertise of other attorneys and paralegals along with legal assistants to handle this Matter.

Communication by Firm. The Firm will keep you regularly and currently informed of the status of the Matter and will consult with you when appropriate. Copies of significant correspondence and documents will be sent to the person designated by you from time to time for that purpose. In the event that you need to reach the Firm and the person sought is unavailable, please leave a message for the person concerned, disclosing the nature and urgency of the call. It is the Firm's policy that all calls will be returned promptly and in any event no later than within one business day of receipt of the call. If you have not received a return call within that time, please call again.

Client Cooperation. You understand and agree that, in order for the Firm to represent you effectively, it is necessary for you to assist and cooperate with the Firm during this engagement. You agree to (1) make yourselves (including your employees, if applicable) available to discuss issues as they arise in this matter; (2) attend and participate in meetings, preparation sessions and court proceedings, review drafts of documents, and perform other activities in connection with the representation; and (3) provide complete and accurate information and documents to us on a timely basis. Your non-cooperation will be grounds for the Firm's withdrawal from representing you. It is essential that you and the Firm maintain open communications.

Protection of Client Confidences – High Tech Communication Devices. The Firm stays constantly aware of its important obligation to preserve the secrets and confidences of its clients which it holds in precious trust for them. To that end it is important that you and the Firm agree from the outset what kinds of communications technology the Firm should employ in the course of this engagement. For instance, the exchange of documents and other information using email or other types of electronic communications involves some risk that information will be retrieved by third parties with no right to see it. Even the use of facsimile machines can cause problems if documents are sent to numbers where the documents sit in open view.

Therefore, you should only provide the Firm with cellular numbers, facsimile numbers and email addresses which are acceptable to you for receiving confidential communications from the Firm. If you have any mailing addresses, cellular numbers, facsimile numbers, and email addresses that the Firm should not use for confidential communications, please advise us of these in writing. You agree that the Firm may use any of your cellular numbers, facsimile numbers and email addresses other than those which you specify in writing that the Firm should not use. You can use the Technology Questionnaire form at the end of this letter for this purpose.

Robert Field
Thomas Rice
January 14, 2021
Page 3

Fees and Expenses. The Firm's fees are generally based on the actual time spent on the Matter by the Firm's attorneys, paralegals and legal assistants. Each has an hourly rate at which his or her time is charged. That rate is set by the Firm, taking into consideration the individual's professional expertise and other relevant factors. Generally, these rates are revised in November of each year. The current hourly rates are \$225 to \$750 per hour for the Firm's attorneys and \$170 to \$200 for the Firm's paralegals. My 2021 hourly fee is \$360 per hour; Ms. Solano's 2021 hourly fee is \$335. Attorney's time will be recorded in hours and tenths of hours (six minute units) with a minimum entry of one tenths of an hour. Rates for legal assistants and others who perform services for you will be reflected on the invoices issued to you. It is contemplated that the Firm will, and the Firm reserves the right to, adjust its hourly rates upward in the future, in January of each year. **The Firm acknowledges that the total of fees and costs incurred for work on this particular Matter (in representing the City and individual Defendants) shall not exceed \$50,000 unless City Council grants authorization for a higher amount.**

The amount of the fees based on the actual time spent is not necessarily the amount that will be billed to you, but may be adjusted based on the nature of the work performed or the results achieved. Each month before bills are issued, a review is performed to assess the nature and quality of the services performed for you. In cases where there is a significant disparity between the value of the services rendered or results achieved and the fees based on the time spent, the fees may be adjusted, as appropriate under the circumstances, to reflect that value.

In addition to our fees, Client will also be responsible for paying a 5% administrative charge calculated and based on fees billed to cover costs and expenses incurred in our handling of the matter such as photocopies, local travel charges and parking, fax charges, telephone charges and other similar charges. In addition to the administrative charge Client will be responsible for reimbursing Firm for other out-of-pocket charges such as court and filing fees, deposition charges, messenger fees, witness fees, investigator fees and similar charges.

The Firm will not be obligated to advance costs on your behalf. However, for the purposes of convenience and in order to expedite matters, the Firm reserves the right to advance costs on your behalf with your prior approval in the event a particular cost item exceeds \$2,000.00 in amount and without your prior approval in the event a particular cost item totals \$2,000.00 or less.

The Firm will prepare a monthly statement containing a detailed description of the services performed and the costs advanced by the Firm during each month and will mail such statement to you on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statement, will be due from you to the Firm by the end of that following month, unless other arrangements are made. In the event where you have funds deposited in the Firm's Client Trust Account at the time a monthly billing statement is prepared, funds will be transferred from the Firm's Client Trust Account to the Firm's General Account to the extent of the balance due on the monthly statement and a credit for such payment will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid after the due date will be subject to a 1% per month service charge.

Robert Field
Thomas Rice
January 14, 2021
Page 4

Client agrees to review the Firm's monthly statements promptly upon receipt and to notify the Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Firm's monthly statement within sixty (60) days of Client's receipt thereof shall be deemed to signify Client's agreement that the monthly billing statement accurately reflects: (i) the legal services performed; and (ii) the proper charge for those legal services.

Initial Deposit to be Applied to Fees and Costs Incurred. When the Firm accepts new clients or material for new matters from existing clients, our policy is to request a deposit against the fees and costs expected to be incurred in the first couple months after the Firm is engaged. This is a refundable deposit; any amount not owed for fees and costs incurred will be refunded upon request. No fee deposit is due at this time but the Firm reserves the right to request refundable deposit at appropriate intervals during the Firm's representation of you. Additional deposits will be placed in the Firm's Client Trust Account. You hereby authorize the Firm to withdraw funds held in the Client Trust Account from time to time as fees and costs are incurred.

Conflicts with Other Clients. The Firm has a number of attorneys. The Firm may currently or in the future represent one or more other clients in matters involving Client. The Firm undertakes this engagement on the condition that the Firm may represent another client in a matter in which the Firm does not represent Client, even if the interests of the other client are adverse to those of Client (including appearance on behalf of another client adverse to Client in litigation or arbitration), provided the other matter is not substantially related to the Firm's representation of Client and in the course of representing Client attorneys of the Firm have not obtained confidential information of Client material to the representation of the other client ("Permitted Adverse Representation"). Client's consent to this arrangement is required because of its possible adverse effects on performance of the Firm's duties as attorneys to remain loyal and available to those other clients and to render legal services with vigor and competence. Also, if an attorney does not continue an engagement or must withdraw therefrom, the client may incur delay, prejudice or additional cost such as acquainting new counsel for the matter. Client agrees not to seek to disqualify the Firm from representing such other client in any Permitted Adverse Representation.

Termination of Representation. You may terminate this representation at any time, subject to the payment of any fees and costs incurred prior to such termination. The Firm may withdraw from this representation for good cause, on reasonable notice, without your consent. Good cause includes but is not limited to: (1) your failure to cooperate with us as provided above; (2) your failure to pay any bill when due or to replenish the deposit when requested as provided above; or (3) any fact or circumstance that would render our continuing representation unlawful or unethical. Any termination of our representation of you would be subject to such approval as may be required from any court in which the Firm is appearing on your behalf.

Binding Agreement. This letter represents the entire agreement between you and the Firm with respect to this Matter and any other matter which we agree to perform on your request unless such matter is covered by a separate written agreement between you and us. By signing below, you acknowledge that you have carefully reviewed and understand the content of this letter and agree to

Robert Field
Thomas Rice
January 14, 2021
Page 5

be bound by all of its terms and conditions. Furthermore, you acknowledge that the Firm has made no representations or guarantees to you regarding the outcome, or the time necessary to resolve, the Matter. No change or waiver of any of the provisions of this letter will be binding on either you or the Firm unless the change is in writing and signed by both you and the Firm.

Document Retention Policy. The Firm will retain its files on each matter handled for you for five (5) years after the Matter is closed. The Firm will then destroy those files unless you have previously asked the Firm in writing to deliver those files to you. However, the Firm will not destroy the following types of files without giving thirty days' written notice to you: (1) estate and succession planning files and (2) corporate, limited liability company or partnership organization and records files.

Consent to Firm Communication. As a part of the Firm's commitment to client service, we will send you periodic alerts on case developments and legislative changes. In addition, we will send you notice on Breakfast Briefings, Conferences, and other training opportunities designed to help you with your daily legal concerns. The Firm will send these and other additional service notices to you via regular mail and/or electronic mail at the e-mail address which you designate on the Technology Questionnaire, contract, or use in your daily communications with us. We believe that these e-mail notices are a quick and convenient way for us to keep you apprised of legal changes which affect your business.

Termination of Attorney-Client Relationship. The attorney-client relationship between you and the Firm will cease at the conclusion of the Matter. There are instances when the Firm has been engaged to provide ongoing general business, tax and estate planning advice to clients. If the Firm is not asked by the Client to provide advice for a period of one (1) year from the last date the Firm provided such ongoing advice, both you and the Firm agree that the attorney-client relationship is terminated on the last date the Firm provided advice, without further action or notice by either party. All other terms and conditions of this letter will remain in full force and effect, including the obligation to pay all unpaid fees and costs and the obligation to arbitrate any disputes as provided below. If you request additional legal services and the Firm agrees to perform those services after such termination, the terms and conditions of this letter will apply with respect to such services unless you and the Firm enter into a new written engagement agreement with respect to such services.

Attorneys' Lien. Client grants the Firm a lien for all amounts owed to the Firm on any sum or sums recovered (whether by litigation, arbitration, settlement or otherwise) in connection with our representation of Client. The Firm is authorized by Client to use this lien to satisfy any obligation owed to the Firm by Client under this letter agreement. The lien will attach to any recovery Client may obtain, whether by arbitration, award, judgment, settlement or otherwise. The effect of such a lien is that the Firm may be able to compel payment of fees and costs from any such funds even if the Firm's representation of Client has been terminated before the conclusion of the Matter. Because the lien may affect Client's property rights, it may be desirable for Client to seek the advice of an independent attorney before agreeing to such a lien. Irrespective of whether or not

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Robert Field
Thomas Rice
January 14, 2021
Page 6

Client seeks such independent advice, the lien will be effective upon Client's signing of this letter agreement.

Binding Arbitration. If any dispute arises out of, or related to, a claimed breach of this agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

If the above accurately reflects our mutual agreement, please confirm that by signing and returning a copy of this letter to me. Please do not hesitate to call me to discuss any questions you may have regarding this agreement. In addition, you have the right to consult other counsel to resolve your concerns. In conformance with the Firm's policy, we cannot commence work upon this engagement until we have received a copy of this letter countersigned by you.

Thank you for giving us the opportunity to assist you with your legal matters. We look forward to working with you on this Matter.

Sincerely,

ATKINSON, ANDELSON, LOYA, RUUD & ROMO



Irma Rodríguez Moisa

IRM:jag

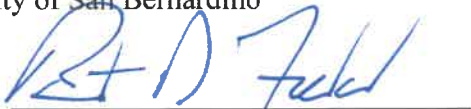
cc: Sonia Carvalho (*Via Email*)

ACCEPTANCE AND CONSENT BY CLIENT

The undersigned is the Client or an authorized officer or agent of Client and has reviewed and hereby agrees and consents to the above terms and conditions of Client's engagement of the Firm.

The City of San Bernardino

By:



Name: Robert D. Field
Title: City Manager

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE CITY OF SAN BERNARDINO
AND ATKINSON, ANDELSON, LOYA, RUUD AND ROMO**

This First Amendment ("First Amendment") is entered into by and between the City of San Bernardino, a charter city organized under the laws of the State of California (hereinafter the "City"), and Atkinson, Andelson, Loya, Ruud & Romo, a Professional Corporation (hereinafter the "Firm") as of March 16, 2022. City and Firm are at times referred to individually as "Party" and collectively as the "Parties."

WHEREAS, City and Firm entered into Professional Services Agreement dated January 14, 2021 for the provision of legal services in connection with the case entitled Sedna Moseley v. City of San Bernardino, et al, San Bernardino Co. Case No. CIVDS 2022209 ("Original Agreement"); and

WHEREAS, City and Firm now wish to amend the Original Agreement to increase the not-to-exceed cap.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. **Not-To-Exceed Cap.** The \$50,000.00 not-to-exceed cap identified in the Original Agreement is hereby increased to \$150,000.00.
2. **Effect on Other Provisions.** All other provisions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed the day and year first above written.

CITY



Robert D. Field, City Manager

FIRM



Irma Rodriguez Moisa, Partner

LOS ANGELES

1150 S. Olive Street
Eighteenth Floor
Los Angeles, CA 90015
Tel 213-624-8700
Fax 213-892-2763

ORANGE COUNTY

1100 Town & Country Road
Suite #1450
Orange, CA 92868
Tel 714-937-1010
Fax 714 937-1003

SAN DIEGO

8880 Rio San Diego Drive
Suite #1045
San Diego, CA 92108
Tel 619-814-2169
Fax 619-356-4968

CENTRAL COAST

8930 Morro Road
Atascadero, CA 93422
Tel 805-232-3884
Fax 805-314-2661

July 10, 2019

VIA ELECTRONIC EMAIL & U.S. MAIL

Teri Ledoux
Interim City Manager
City of San Bernardino
290 North D Street
San Bernardino, CA 92401

Re: ***Saenz et al. v. City of San Bernardino City Council, et al.***
Case No.: CIVDS 1919509
Date of Complaint: July 2, 2019
Our File No.: 1859-0007

Dear Ms. Ledoux:

Enclosed please find the original Retention Agreement signed by S. Frank Harrell, the executing partner in our firm.

Thank you for your time.

Cordially,



Jamileh Sarabian
Legal Assistant to
Edward Z. Kotkin

EZK/jms

Enclosure

LOS ANGELES

1150 S. Olive Street
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Tel 619-814-2169
Fax 619-356-4968

CENTRAL COAST

8930 Morro Road
Atascadero, CA 93422
Tel 805-232-3884
Fax 805-314-2861

REPLY TO: ORANGE COUNTY

July 5, 2019

VIA ELECTRONIC MAIL

Teri Ledoux
Interim City Manager
City of San Bernardino
290 North D Street
San Bernardino, CA 92401

RETENTION AGREEMENT

	<i>Saenz et al. v. City of San Bernardino City Council, et al.</i>	
	Superior Court of the State of California, County of San Bernardino, Case No. CIV DS 1919509	
	Date of Complaint:	July 2, 2019
	Our File No.:	1859-0007

This Retention Agreement memorializes that the City of San Bernardino has retained Lynberg & Watkins, APC to represent it as its attorneys and to render legal services related to the above-referenced matter. The City of San Bernardino and Lynberg & Watkins are sometimes referenced below in the aggregate as the "Parties." This Agreement sets forth the Parties' mutual understanding with respect to the scope of work for which Lynberg & Watkins is responsible, and the fees, costs, and disbursements for which the City of San Bernardino will be responsible.

Lynberg & Watkins agrees to render all necessary professional services arising from and related to the litigation of the above-referenced lawsuit (the "Litigation"), including without limitation court appearances, drafting of pleadings, correspondence, communications and other documents, analysis, consultation, professional opinions, and such other services as may be required and directed by the City of San Bernardino in relation thereto.

The City of San Bernardino is responsible for attorneys' fees resulting from this representation. Our fees in this matter will be billed monthly and will be due within thirty

Re: *Saenz et al. v. City of San Bernardino City Council et al.*
July 5, 2019

(30) days. Our rates in this matter are an agreed "blended" rate of two hundred twenty-five dollars (\$225.00) per hour for all of our attorneys. Paralegal services will be billed at one hundred fifteen (\$115.00) dollars per hour. In addition, the City of San Bernardino will be billed for any and all costs and fees advanced in relation to the Litigation, including, without limitation, photocopying, filing fees, and all travel, calculated from our Orange County office. The City of San Bernardino will receive a monthly statement listing all charges and describing the services provided.

Each of the Parties warrants and represents to the other that the signature provided below on its behalf is duly authorized. As such, this Retention Agreement binds the Parties with respect to provision of legal services, payment of attorneys' fees, and reimbursement of related costs and fees incurred, between the commencement of said services and approval and ratification of this Retention Agreement by the City Council of the City of San Bernardino. Pending that approval and ratification, payments to Lynberg & Watkins shall not exceed fifty thousand dollars (\$50,000.00).

Please be advised that at the time this case is concluded and the file is closed, any original documents will be returned to the City of San Bernardino, should you so request. Case files are maintained for a period of ten (10) years and are then appropriately destroyed. No notice of intended destruction will be provided at that time.

The City of San Bernardino is entitled to dismiss Lynberg & Watkins at any time, but the City shall be responsible for any bill for services rendered up to that occurrence.

Lynberg & Watkins routinely uses computer hardware, "cloud" - based law practice management and document/record/file storage software, and mobile communication devices to advance its efficient practice of law. Lynberg & Watkins is aware of the need to take reasonable measure to the security and confidentiality of client and third-party data. Upon request, Lynberg & Watkins will provide information related to its technology practices to the City of San Bernardino. The Parties understand and agree that most, if not, all the documents/records/files that Lynberg & Watkins will receive or send in conjunction with services provided under this Retention Agreement will be in a digital or electronic format. The Parties further understand and agree that the data of the City or third persons may be stored, maintained and accessed on cloud based vendor email or document management servers to which Lynberg & Watkins has access. In executing this Retention Agreement, the City of San Bernardino provides its informed consent allowing Lynberg & Watkins to use such cloud-based email and document management services in performance of its services for the City of San Bernardino.

In accordance with the California Business & Professions Code, Lynberg & Watkins, APC continually maintains professional liability insurance.

If the City of San Bernardino understands and agrees to the terms and conditions described herein, please indicate that consent by signing a copy of this Retention Agreement and returning a signed copy to this office. Please retain a signed copy for

Re: *Saenz et al. v. City of San Bernardino City Council et al.*
July 5, 2019

your records.

Thank you again for selecting this firm to assist you in this important matter. We will of course always do our utmost to provide you with efficient service and strive to achieve the best results possible in this and any other matter you may refer to us for handling.

LYNBERG & WATKINS, APC

**Representation Accepted By
CITY OF SAN BERNARDINO:**



BY: **EXECUTING PARTNER**

DATE: 7.8.19



SIGNATURE

Teri Ledoux

PRINTED NAME

City Manager

TITLE

DATE: 7-8-19

LOS ANGELES

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Fax 619-356-4968

CENTRAL COAST

8930 Morro Road
Atascadero, CA 93422
Tel 805-626-5377
Fax 805-626-5326

REPLY TO: ORANGE COUNTY

February 26, 2020

VIA ELECTRONIC MAIL

Teri Ledoux
City Manager
City of San Bernardino
290 North D Street
San Bernardino, CA 92401

AMENDMENT TO RETENTION AGREEMENT

City of San Bernardino v. Saenz et al.

Fourth District Court of Appeal, State of California

Date of Notice of Appeal: December 13, 2019

Our File Nos.: 1859-0008

Saenz et al. v. City of San Bernardino et al.

Not Identified to Date

Date of Incident: Continuing through June/July 2019

Our File Nos.: 1859-0009

Supplemental Matters

TBD

This Amendment to Retention Agreement ("Amendment") memorializes that the City of San Bernardino has retained Lynberg & Watkins, APC to represent it as its attorneys and to render legal services related to the above-referenced matters. The City of San Bernardino and Lynberg & Watkins are sometimes referenced below in the aggregate as the "Parties." This Amendment pertains and relates to, and amends that certain Retention Agreement executed by and between the Parties on July 8, 2019 (the "Original Agreement"). The Original Agreement is attached to this Amendment as Exhibit "A," and incorporated in its entirety herein. Except as specifically indicated in this Amendment, all necessary professional services arising from and related to the above-referenced matters (the "Services"), and all terms and conditions applicable thereto, shall be in accordance with the Original Agreement.

Now that work under the Original Agreement is complete, this Amendment sets forth the Parties' mutual understanding with respect to the continuing scope of legal work for which Lynberg & Watkins shall be responsible, and the fees, costs, and disbursements for which the City of San Bernardino will be responsible, to the limited extent that they vary from the Original Agreement.

**Re: City of San Bernardino v. Saenz et al.,
Saenz et al. v. City of San Bernardino, and Supplemental Matters**
February 26, 2020

Lynberg & Watkins agrees to render all necessary professional services arising from and related to the above-referenced matters (the "Services"), including without limitation court appearances, drafting of pleadings, correspondence, communications and other documents, analysis, consultation, professional opinions, and such other services as may be required and directed by the City of San Bernardino in relation thereto.

The Parties agree that Lynberg & Watkins shall represent the City in **(1)** an appeal to be filed with the Fourth District Court of Appeal in relation to the trial court's issuance, on October 15, 2019, of a writ of mandate in the matter that was the subject of the Parties' Original Agreement ("Original Matter"), **(2)** any lawsuit filed by the petitioners in the Original Matter in relation to their tort claim dated July 23, 2019 and transmitted to the City under cover of a letter dated July 24, 2019, and **(3)** any supplemental matter as determined by the City of San Bernardino, provided however that the City Manager shall not have independent authority hereunder to engage the services of Lynberg & Watkins as to any new matter that will cause any payment to Lynberg & Watkins, exclusive of other Services provided hereunder, in excess of twenty-five thousand dollars (\$25,000.00).

Our rates in the appellate matter referenced above, and in any matter to be litigated before any court of appeal hereunder, shall be an agreed "blended" rate of two hundred seventy-five dollars (\$275.00) per hour for all of our attorneys, with paralegal services billed at one hundred twenty five dollars (\$125.00) per hour. Hourly rates as to all other Services hereunder as shall remain as stated in the Original Agreement, unless they are the subject of a further amendment to the Original Agreement.

If the City of San Bernardino understands and agrees to the terms and conditions described herein, please indicate that consent by signing a copy of this Amendment, and returning a signed copy to this office. Each of the Parties warrants and represents to the other that the signature provided below on its behalf is duly authorized. Please retain a signed copy of this Amendment for your records.

Thank you again for selecting this firm to assist you with Services. We will of course always do our utmost to provide you with efficient service, and strive to achieve the best results possible in this and any other matter you may refer to us for handling.

LYNBERG & WATKINS, APC

BY: 

**Representation Accepted By
CITY OF SAN BERNARDINO:**


SIGNATURE

DATE: 03/11/2020

Teri Ledoux, City Manager
PRINTED NAME/TITLE

DATE: 2/27/2020

***Re: City of San Bernardino v. Saenz et al.,
Saenz et al. v. City of San Bernardino, and Supplemental Matters***
February 26, 2020

4843-0580-4982, v. 1

**SECOND AMENDMENT TO RETENTION AGREEMENT BETWEEN THE CITY OF
SAN BERNARDINO AND LYNBERG & WATKINS, APC**

This Second Amendment ("Second Amendment") is entered into by and between the City of San Bernardino, a charter city organized under the laws of the State of California (hereinafter the "City"), and Lynberg & Watkins, APC (hereinafter the "Firm") as of July 15, 2020. City and Firm are at times referred to individually as "Party" and collectively as the "Parties."

WHEREAS, City and Firm entered into the Retention Agreement dated July 5, 2019 for the provision of legal services in connection with the San Bernardino Superior Court case Saenz et al. v. City of San Bernardino City Council, et al. (CIVDS 1919509) ("Original Agreement"); and

WHEREAS, City and Firm amended the Original Agreement by letter agreement on February 26, 2020 to cover an appeal of the above case and the handling of a tort claim and related case (First Amendment); and

WHEREAS, City and Firm now wish to amend the Original Agreement, as amended, to increase the not-to-exceed cap from \$25,000.00 to \$75,000.00.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. **Not-To-Exceed Cap.** The \$25,000.00 not-to-exceed cap imposed on the new tort claim and related case in the First Amendment is hereby increased to \$75,000.00.
2. **Effect on Other Provisions.** All other provisions of the Original Agreement, as amended by the First Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed the day and year first above written.

CITY


Teri Ledoux, City Manager

FIRM


Frank Hall, Partner

EXHIBIT A

**THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
WITH LYNBERG & WATKINS**

This Third Amendment ("Third Amendment") to the Professional Services Agreement dated August 17, 2022 is made and entered into by and between the City of San Bernardino ("City") and Lynberg & Watkins ("Consultant") as of the last date set forth below.

1. This Amendment is made with respect to the following facts and purposes:
 - a. On July 8, 2019, the City and Consultant entered into a Professional Services Agreement for the provision of legal services pertaining to Saenz, et al. v. City of San Bernardino, et al., San Bernardino Superior Court Case No. CIVDS1919509 ("Original Agreement").
 - b. On February 26, 2020, the City entered into a first amendment to the agreement.
 - c. On July 15, 2020, the City entered into a second amendment to the agreement.
 - d. City and Consultant now desire to increase the amount of the Second Agreement.
2. The Second Agreement is hereby amended to increase the total not to exceed amount from \$75,000 to \$150,000.
3. Except as modified by this Third Amendment, all provisions of the Original Agreement shall remain in full force and effect for the term thereof.
4. This Third Amendment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

Dated: 8/22/2022

LYNBERG & WATKINS

S. Frank Harrell

By: S. Frank Harrell

Its: Partner

Dated: 8/23/2022

CITY OF SAN BERNARDINO

Robert Field

By: Robert D. Field

Its: City Manager