

August 7, 2026

VIA ELECTRONIC MAIL: [ntapia@agclawfirm.com](mailto:ntapia@agclawfirm.com)

Noel Tapia  
Partner, Alvarez-Glasman & Colvin  
13181 Crossroads Pkwy. North  
Suite 400 - West Tower  
City of Industry, CA 91746

**Re: Engagement Letter for Investigative Services**

Dear Noel:

This letter will confirm your request to engage Van Dermiden Makus Law Corporation (Firm) to provide investigative services for the City of Commerce (Client). This Agreement will govern all services to be performed for this engagement.

**Scope of Services.** Client hires Firm to perform legal services for Client in the form of an impartial personnel investigation. Firm will perform these duties as an attorney at law for the purpose of facilitating the rendering of legal advice to Client by its counsel. Firm's communications, work product, and the final report will be protected from disclosure pursuant to the attorney-client privilege, unless waived by the Client.

**Independence.** As an independent contractor, Firm has the right to determine the means, manner and findings related to the investigation. Client agrees to allow Firm full discretion to undertake the investigation and otherwise make findings without influencing or interfering with the outcome. Client understands and acknowledges that Firm will exercise its independent judgment to make whatever findings it deems are warranted based on the evidence developed in the investigation, and that this Agreement is not dependent on Firm making or failing to make any particular credibility determination, finding of fact, or conclusion.

**Limited Scope Agreement.** The scope of this attorney-client representation is limited. Firm will perform an investigation as an attorney at law for the purpose of facilitating the rendering of legal advice to the Client by its counsel. Firm will not render a legal determination whether there were violations of any law or statute. Firm will not act as an advocate or provide advice to Client with respect to what employment actions, if any, should be taken as a result of the findings. Firm will not represent Client in any legal action or proceeding. It is expressly agreed that Client will look to its regular legal counsel for such services, as well as for advice with respect to issues which may arise relating to the investigation. This includes, without limitation, the admonitions, if any, to be made to employees who are interviewed concerning confidentiality; the consequences of employee failure to cooperate in the investigation; the accessing of electronic and other data; document retention; litigation holds; appropriate interim employment measures pending investigation; compliance with the federal Fair Credit Reporting Act; and compliance with the California Investigative Consumer Reporting Agencies Act. Client also agrees it will look to its

regular outside counsel for advice with respect to issues of attorney-client privilege, scope of privilege, waiver, and work product in connection with the Firm's services.

Client agrees it will comply with employer-required notice and consent rules to the extent applicable, including those under Civil Code sections 1786 et seq.

**Cooperation.** To perform our services effectively, Firm requires the full cooperation and support of all representatives of the Client. You can assist us by keeping us fully informed as to facts and developments relevant to our investigative services. It is essential that each client (as well as any employees or representatives) provide us with accurate and complete information, including written materials when requested, and that you make personnel available to the extent required.

**Fees and Costs.** Client agrees to pay Firm at the following rates for the term of the engagement:

| Staff                        | Hourly Rates |
|------------------------------|--------------|
| Senior Partner               | \$625        |
| Partner                      | \$525        |
| Senior Attorney Investigator | \$445        |
| Attorney Investigator        | \$390        |
| Law Clerk                    | \$250        |
| Paralegal/Editor             | \$190        |

Time charged will include, for example, time spent interviewing witnesses, writing the report of the findings, reviewing documents and performing any necessary research. The time charged will also include travel time and the time the Firm spends on telephone calls and emails relating to Client's matter, including calls and emails with the Client, witnesses, potential witnesses, or counsel representing any of the parties.

**Costs.** Firm may incur various costs and expenses in performing services under this Agreement. Client agrees to pay for all costs and expenses, in addition to the hourly fee. Expenses may include postage, photocopies, parking fees, bridge or other road tolls, fax charges, telephone charges, messenger and other delivery fees, transcription fees, other travel costs such as mileage reimbursement at the federal standard mileage rate in effect for the year or a vehicle rental, meals, lodging, and similar charges. In the event of a vehicle rental, Client will be expensed for either the rental or calculated mileage at the federal standard mileage rate in effect for the year, whichever is less. Client will be responsible for reimbursing Firm for the out-of-pocket expenses as actually incurred by Firm, and all costs and expenses will be charged at Firm's cost. Firm will not charge for word processing or overtime expenses associated with administrative personnel.

**Billing Statements.** Firm will send Client periodic statements for fees and costs incurred. Each statement will be payable within thirty (30) days of the invoice date. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

Payment is due upon presentation of the invoice. Invoices that remain unpaid after thirty (30) days from the invoice date are immediately subject to a late payment charge of fifteen percent (15%) per year, accrued monthly. Because this matter is of a sensitive nature and subject to the attorney-client privilege, we recommend that you treat our invoices as confidential documents and safeguard them appropriately.

Any estimate of fees given by Firm shall not be a guarantee. Actual fees may vary from estimates given.

**Outside Experts.** Should the matter require expertise from any outside consultants, Client will have an opportunity in advance to: (a) approve the rationale for retention of same; (b) approve the selection of same; and (c) approve the rates and anticipated fees relating to such services. As of the time of this engagement letter, Firm has not identified the need to hire an outside consultant to assist in this investigation, although there may be a need for transcription services relating to the tape recordings, if any, of the witness interviews.

**Artificial Intelligence (AI) Tools.** Firm may use generative artificial intelligence (AI) tools to assist in various tasks relating to this engagement, including, but not limited to, drafting, analysis, research, and document review. These tools are used under attorney supervision to improve efficiency and quality. All AI generated content is thoroughly reviewed and verified by the Attorney Investigator(s) handling the investigation before it is utilized. AI is a tool to assist our team—it does not replace the expertise and professional judgment of our professionals. Firm shall not input Client's confidential information into any AI tool or platform that retains data for model training purposes or shares data with third parties. Firm shall only use AI tools with enterprise-grade data protection and security standards and shall ensure that any AI tool used complies with applicable confidentiality obligations under this agreement and applicable law. Any use of AI tools will comply with applicable ethical rules, confidentiality obligations, and data protection requirements. By signing this agreement, Client consents to Firm's use of AI in the performance of the specified services, in accordance with the terms outlined above.

**Compensation for Post-Investigative Work.** This engagement shall be considered concluded after Firm has provided a final investigation report in this matter, whether oral or written. After the conclusion of this engagement, should a need arise for Firm to respond to any subpoena or discovery, to provide testimony at deposition, trial or arbitration, or to otherwise perform services with respect to any matter relating to or arising out of this engagement, Firm will be entitled to compensation and appropriate representation of counsel, as needed and agreed to by Client. Client agrees to reimburse Firm for all reasonable fees and costs incurred in obtaining necessary representation for such proceedings, including legal fees and costs that Firm incurs in preparing for such proceedings. Client shall also compensate Firm at its then applicable rates for time expended in defending against any actual or threatened claim with respect to which Firm is entitled to indemnification pursuant to this Agreement, below. If and when Firm receives a request for documents or testimony related to Firm's investigation, we will retain counsel for the Firm, who will timely contact Client to coordinate an agreed-upon response. Firm's response will be guided by the work-product doctrine and Client's decision whether to waive all or part of the attorney-client privilege.

**Indemnification.** To the extent permitted by law, Client agrees to defend, indemnify and hold the Firm harmless for and against all actions, claims, and complaints, whether formal or informal, actual or threatened, arising from or related to the investigation brought or asserted against the Firm by any investigation interviewee, Client employee or official, or anyone claiming through them. This right of indemnification shall not extend to any loss, liability, damage, or expense resulting from the Firm's actual negligence or other actual misconduct. Any right of defense or indemnification shall be undertaken by Client at its sole expense and under its control. In accordance with California Rule of Professional Conduct 1.8.8, this provision is not intended to apply to any potential professional malpractice action brought by Client against the Firm. The Firm agrees to defend, indemnify and hold the Client harmless from and against claims arising out of the Firm's negligent acts, errors, omissions, or misconduct in the performance of services under this Agreement.

**Discharge and Withdrawal.** Clients may terminate Firm's investigative services at any time effective upon delivery of written notice to Firm. In this event, all unpaid charges will immediately become due and payable. Unless we specifically agree to do so, we will provide no further services and advance no further costs on the matter after we receive notice of termination. Our right to terminate services to a client is subject to certain Rules of Professional Conduct that: (a) require us to take reasonable steps to avoid foreseeable prejudice to the client from our withdrawal; and (b) establish standards for mandatory and permissive withdrawal under certain circumstances. Failure by a client to pay our bills in full, and on a timely basis, can constitute adequate grounds for us to withdraw.

**No Warranty of Result.** Although we believe that we can assist Client in reaching its goals, we cannot predict or represent that a particular result can be obtained. We can make no promises or guarantees regarding the outcome of the matter or matters that are the subject of our services.

**Entire Agreement.** This letter represents our entire agreement, which will be effective on the date of your signature. It supersedes all prior agreements, statements, or promises made before this time.

**Severability.** Should any provisions of this contract be declared to be invalid or unenforceable, the remainder of this contract shall remain in full force and effect.

**Applicable Law.** This Agreement shall be governed by the laws of the State of California. If it becomes necessary for either party to instigate litigation to enforce its rights under this agreement, such litigation shall be filed exclusively in the California state courts in the County in which the underlying matter is pending, or the United States District Court, and each of the parties waive any objection to venue or personal jurisdiction with respect to any suit under this agreement so filed. The prevailing party in any such litigation will be entitled to recover from the other party all costs it incurs in connection with the dispute, including reasonable attorney's fees. The parties agree that if any portion of this agreement is found to be unenforceable or invalid by a court of law, then all other portions that can be separated from it or appropriately limited in scope shall remain fully valid and enforceable.

To confirm your agreement with these terms, please sign this original letter via DocuSign (unless otherwise agreed). You will automatically receive a fully executed copy once the process is complete.

Thank you for this opportunity to provide investigative services.

Very truly yours,

Eli Makus

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I am authorized to sign this Agreement. I have read and understand the terms of this Agreement. I hereby confirm the engagement of Van Dermiden Makus Law Corporation to provide investigative services in accordance with its terms.

**City of Commerce**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

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