

Steve A. Herum
sherum@herumcrabtree.com

March 27, 2026

BY ELECTRONIC-MAIL

Katie A. Lucchesi
City Attorney
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910
klucchesi@lodi.gov

Re: Legal Services Agreement

Dear Ms. Lucchesi:

We are pleased that you have engaged Herum\Crabtree\Suntag to represent you. As required by the California Rules of Professional Conduct (the "Rules"), this letter confirms the terms under which our firm will undertake to represent the City of Lodi as Interim City Attorney, and such other matters as you may from time to time direct. Our firm shall provide those legal services reasonably required to represent you.

Our fees will be based on the reasonable value of our services as determined in accordance with American Bar Association guidelines and Rules. Our fees will be based primarily on the billing rates charged by each attorney, which currently range from \$325 per hour for junior associates to \$600 per hour for most senior partners. For this engagement John M. Luebberke's time is billed at \$385 per hour. These billing rates are subject to periodic adjustment by the firm but will not be increased without prior notice to you. John M. Luebberke will be the person responsible for this engagement, in an effort to reduce legal fees, various portions of your work may be delegated to other firm attorneys and we may also utilize paralegal personnel. Time devoted by paralegals to client matters is charged at billing rates presently at \$125 per hour, which also are adjusted from time-to-time. In accordance with the Rules, we may take other factors into account in determining our fees. Those factors include the responsibility assumed, the novelty and difficulty of the legal problem involved, the benefit resulting to the client and any unforeseen circumstances arising in the course of our engagement.

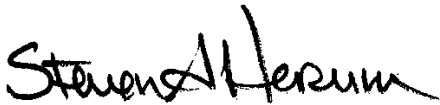
Please review the enclosed statement entitled General Engagement Provisions. The General Engagement Provisions set forth additional terms which apply to engagement of our services. All of the General Engagement Provisions are incorporated in our engagement agreement to the extent they are not inconsistent with this letter.

We maintain errors and omissions insurance coverage applicable to the services to be rendered in this engagement.

If the foregoing and the General Engagement Provisions correctly reflect your understanding of the terms of our representation, please indicate your acceptance by executing the enclosed copy of this letter in the space provided below and initial the bottom of the General Engagement Provisions in the space provided. Please immediately return the original of both documents to our office and keep a copy for your records.

Again, we are pleased to have this opportunity to be of service and to work with you.

Very truly yours,



STEVEN HERUM
Attorney-at-law
SAH:sb

AGREED AND ACCEPTED this _____ day of _____, 2026.

By: _____
(Signature)

Approved as to form:

KATIE O. LUCCHESI, City Attorney
KL

Attachment 2



2026 BILLING RATES

John M. Luebberke	\$385
Liliana Selke	\$350

In addition to fees, we will charge clients for costs and expenses we incur in performing our services, including, without limitation, expenses for messenger and delivery services, computerized research, travel, large copying jobs, and court costs and filing fees. Rather than itemizing minor expenses, the firm includes a “communication fee” of 2% of its monthly fees (exclusive of costs and expenses) to cover telephone, long distance, fax, email, routine copying and electronic research. A copy of the firm’s standard legal services agreement is included.

HERUM \ CRABTREE \ SUNTAG
A California Professional Corporation
("Attorney")
General Engagement Provisions

Unless otherwise stated in the accompanying Engagement Letter, the following provisions apply to our engagement:

1. **FEES.** Our fees are based on the reasonable value of services (determined in accordance with American Bar Association guidelines and the California Rules of Professional Conduct) and will be based primarily on our hourly billing rates. Each attorney and paralegal has a different billing rate depending primarily on that person's experience and years of practice, and these rates are adjusted from time-to-time. Clients generally will be charged for all time spent on Client matters including, without limitation, telephone and office conferences with clients, counsel, witnesses, consultants, court personnel and others, conferences with other lawyers, factual investigation, legal research, drafting of letters, pleadings, briefs and other documents, travel time, case analysis, and all time spent in court and in depositions and other discovery proceedings. Other factors may also be taken into consideration in determining our fees, including the responsibility assumed, the novelty and difficulty of the legal problem involved, emergencies arising from the engagement, the benefit resulting to the Client and any unforeseen circumstances arising in the course of our engagement.
2. **COSTS AND EXPENSES.** In addition to fees, we will charge Client for all costs and expenses we incur in performing our services, including, without limitation, expenses for photocopying, messenger and delivery services, filing services, computerized research, videotape recording, travel (including mileage, parking, business class airfare, lodging, meals, tips and ground transportation), long distance telephone, telecopying, fax, word processing, and all court costs and filing fees. Fees and expenses of others (such as experts, investigators, witnesses, consultants and court reporters), will not be paid by our firm, but rather will be the responsibility of, and billed directly to, the Client unless we mutually agree otherwise, in writing, prior to engaging such persons. Client agrees to pay such fees and expenses of others promptly upon receipt of their bill. Attorney will include a "communication fee" of 2% of the fees charged (exclusive of costs and expenses) in bills for telephone, long distance, fax, email and electronic research rather than itemize such expenses.
3. **BILLING AND LATE CHARGES.** Fees, costs and expenses will be billed monthly and are payable upon receipt. A late charge of 1% per month will be payable on all billed amounts that remain unpaid for 30 days. In addition, we reserve the right to discontinue our representation or otherwise postpone or defer providing additional services if billed amounts are not paid when due.
4. **TERMINATION BY CLIENT.** Client has the right at any time to terminate our engagement upon written notice. Termination, however, does not relieve the Client of the obligation to pay for all fees, costs and expenses accrued prior to the date of termination.
5. **TERMINATION BY ATTORNEY.** Attorney may withdraw from representing Client with the consent of Client, or for good cause. Good cause includes Client's breach of any provision of this agreement, including, but not limited to, failure or refusal to pay bills on time, Client's failure or refusal to cooperate with Attorney, to communicate with Attorney, to follow Attorney's advice on a material matter, or any fact or circumstance that would render Attorney's continuing representation of Client unlawful, unethical or unreasonably difficult.
6. **INDEMNITY.** If any claim or action is brought against Attorney, or any personnel of the firm, and such claim arises from the Client's negligence or misconduct, Client agrees to indemnify us for all such claims and damages.
7. **LIEN.** Client hereby grants Attorney a lien on any and all claims or causes of action that are the subject of Attorney's representation under this agreement. Attorney's lien will be for any sums due and owing to Attorney at the conclusion of Attorney's services. The lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement, or otherwise.
8. **DISCLAIMER OF GUARANTEE.** Nothing in this agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorney makes no promises or guarantees about the outcome of your matter. Attorney's comments about the outcome of Client's matter are expressions of opinion only.
9. **CLIENT FILES.** Client files will be retained by Attorney for a limited number of years, depending on the type of work involved. Client files will be offered to the client prior to destruction. If the client does not respond to the notice regarding file destruction or has not provided updated contact information to Attorney for the purpose of sending the notice, the client files may be destroyed without further notice. Clients may be charged for the cost of extended file storage or the cost to deliver files to the client if files are requested to be returned.
10. **ARBITRATION AGREEMENT.** Any dispute arising out of or related to the engagement of Attorney or its personnel by Client for any purpose, including, but not limited to, (i) any dispute relating to Attorney's fees, expenses or costs, or (ii) any dispute relating to any allegedly wrongful or negligent act or omission by Attorney or Client or any of their personnel, or (iii) any dispute relating to any duty allegedly owed by Attorney or its personnel to Client or by Client or its personnel to Attorney, shall be subject to binding arbitration at San Francisco, California, pursuant to the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of the arbitration. Client understands that by agreeing to arbitrate the disputes specified in this arbitration agreement it is waiving its right to have a trial by a jury or court regarding such disputes. This arbitration agreement shall only apply to disputes concerning fees, costs, or both if (i) Client does not elect to pursue the arbitration procedures provided by the California Business and Professions Code (Bus. & Prof. Code, § 6200 et seq.) regarding such disputes, or (ii) if either Attorney or Client rejects the award in any such arbitration. All employees and officers of Attorney and Client are intended beneficiaries of this arbitration agreement and shall be bound by and have the benefit of it. The arbitration shall not deprive any party of prejudgment remedies. All arbitration proceedings, or any action to enforce such proceedings, shall be conducted in as confidential a manner as permitted by law. The arbitrator or arbitrators shall be authorized to award equitable remedies including specific performance. In any such arbitration, a written statement of decision prepared in compliance with the California Code of Civil Procedure shall be rendered, and any arbitration decision must be based on correct application of law and findings of fact based upon a preponderance of evidence admissible under the Evidence Code of the State of California. Failure of the arbitrator to comply with the requirements of this agreement shall be grounds to modify or vacate an award. The arbitration proceeding shall be reported by a certified court reporter, and all evidence shall be marked and retained as part of the record of the proceedings by the court reporter, or the arbitrator, until a final judgment on the arbitrator's award is paid or confirmed or the award is modified or vacated. By agreeing to arbitration both parties waive their right to trial by Jury.