

CIPRIANI & WERNER

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

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CONFIDENTIAL ATTORNEY **WORK PRODUCT**

July 23, 2025

Via Email

Jackie Godinez
Risk Manager
City of Riverside
3900 Main Street
Riverside, CA
jgodinez@riversideca.gov

RE: City of Riverside - Cyber Incident
Our File No.: 03515-00120859-PA025

Dear Ms. Godinez:

As required by the Attorney Rules of Professional Responsibility (Rules), this letter will confirm and formalize the terms and conditions of our relationship and the nature and limitations of the legal services we will provide ("Engagement Agreement") as counsel for City of Riverside ("Company") with regard to the above-captioned potential CYBER INCIDENT matter. Pursuant to the Company's insurance policy, Coalition Inc. has referred Kevin M. Mekler, Esquire of CIPRIANI & WERNER, P.C. ("Law Firm") to represent the Company as counsel in connection with the above-captioned matter.

SCOPE OF REPRESENTATION

Our Law Firm's retention in the above-captioned CYBER INCIDENT will include all necessary communications, research, retention of forensic, public relations, mailing/identity protection, and credit monitoring services, negotiations, investigations, and communications with employees, attorneys general and other governmental entities required in connection with the case. Our Law Firm will advise you, on behalf of your Company, of all proceedings in this matter. I will be the attorney primarily responsible for this process but may be assisted by others in our Law Firm.

The scope of our Law Firm's representation is limited solely to the above-referenced CYBER INCIDENT and you, on behalf of Company, have authorized our Law Firm to perform such services as we deem reasonable and necessary to serve the best interests of the Company. Should you, on behalf of your Company, desire us to undertake additional responsibilities, we will be pleased to discuss that with you, but we will not be obligated to provide any additional legal services until we confirm that expanded scope of representation in a separate written engagement agreement.

FEES AND COSTS

While Coalition Inc. will pay our fees directly, subject to policy terms and conditions, your Company will be responsible to reimburse our Law Firm for the fees incurred up until the SELF-INSURED RETENTION (SIR) and/or deductible is exhausted, if either is applicable. If you have any questions with regard to coverage or your policy, please direct them to Coalition Inc. or your broker. Our hourly rate is \$275.00 per hour.

Pursuant to the terms of the Company's insurance policy, the Company may be responsible to pay our Law Firm directly for costs and expenses incurred in this matter. These may include, but are not limited to, forensic experts; credit monitoring services; filing fees; court fees; arbitrator fees; mediator fees; expert fees and expenses; courier charges; and on-line legal research charges.

MISCELLANEOUS

- As per the Rules, we have conducted a conflict-of-interest search and have not identified any known legal conflicts of interest. However, if there are any changes in the Company's affiliations, such as parent, sister, subsidiary, or other relationships, please provide us with notice so that we may perform an updated conflict-of-interest search, to determine if our Law Firm would be required to withdraw from representing the Company.
- Our Scope of Representation does not include any advice or other legal services relating to federal or state securities laws, including appearing or practicing before the U.S. Securities and Exchange Commission (SEC) or your disclosure obligations under such laws, and we understand that you will not, without our prior written consent, include documents or information we provide to you in any filings with federal or state securities regulators, including the SEC.
- When our representation of the matters covered by this Engagement Agreement is complete, we intend to convert your entire file into electronic format; at that time, we will provide you with the option of keeping the "paper file." We respectfully reserve the right to destroy any file five (5) years after a matter is closed. We may communicate with one another via e-mail during the course of our representation.
- There is a risk that confidential email will be read by a third party. Consequently, the Rules require that we obtain your consent to our e-mail communications. By signing this

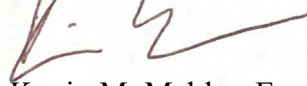
Engagement Agreement, you are acknowledging on behalf of the Company that we may use e-mail.

- Our Law firm generally requests a retainer when the Engagement Agreement is executed; however we have arranged a waiver of the retainer as this is a Flat Fee matter from Coalition Inc. We reserve the right to require the payment of a reasonable retainer if our invoice is not paid within thirty (30) days after transmission of the invoice.

CONCLUSION

If you have any questions or concerns relative to this Engagement Agreement, please contact me before signing the letter. **To confirm this Engagement Agreement regarding these terms, please sign below and return to me.** CIPRIANI & WERNER, P.C. is pleased to provide representation in this engagement, and we look forward to working with you

Very truly yours,



Kevin M. Mekler, Esq.

KMM/si

I HAVE READ THIS ENGAGEMENT LETTER THOROUGHLY AND AGREE TO ALL OF ITS TERMS AND CONDITIONS.

FOR: City of Riverside

BY: Rebecca McKee-Reimbold Date: 8/4/25
Rebecca McKee-Reimbold
Interim City Attorney