



MARDEROSIAN & COHEN

A Professional Law Corporation

www.mcc-legal.com

Mick Marderosian
mick@mcc-legal.com
Heather S. Cohen
heather@mcc-legal.com

ATTORNEY RETAINER AGREEMENT

THIS AGREEMENT is made and entered into by and between:

1. Client **CITY OF MERCED** (referred to herein as "CLIENT") and **MARDEROSIAN & COHEN** (referred to herein as "ATTORNEY").

RECITALS

WHEREAS, it is necessary and appropriate that legal and consulting services be performed for CLIENT; and

WHEREAS, ATTORNEY is qualified to perform said services with respect to the matters described below.

NOW, THEREFORE, incorporating the foregoing recitals herein, the parties agree as follows:

AGREEMENT

1. SCOPE AND DUTIES OF ATTORNEY

ATTORNEY will represent CLIENT in seeking recovery of any and all monetary damages suffered, past present and future as a result of the January 2023 flooding events emanating from Bear Creek and other related creeks, rivers, channels and flood control and irrigation facilities located in Merced County, California.

It is agreed and understood that ATTORNEY shall have the exclusive right to manage and control the matter. ATTORNEY will perform the legal services called for under this Agreement,

and keep CLIENT informed of all material developments during the course of the litigation. Attorneys' will respond promptly to CLIENT'S inquiries and communications.

It is further understood and agreed that this Agreement does not cover representation on appeal. A separate agreement must be agreed to for any services on appeal.

2. SCOPE AND DUTIES OF CLIENT

CLIENT will be truthful and cooperative with Attorneys and will promptly assist Attorneys by providing information requested by Attorneys that Attorneys deem relevant to this litigation.

3. LEGAL FEES:

As and for their fees, CLIENT agrees to pay to ATTORNEY a contingency fee in the sum of thirty-three and a third percent (33.3%) of any and all gross monies collected or received by and for the undersigned as a result of the subject claim.

If a separate award of attorney fees is authorized according to court rule or statute, Attorneys shall receive the greater of the separate attorney fee award or the percentage contingency attorney fee set forth above. In the event the separate attorney fee does not exceed the attorneys' contingency fee, any separate attorney fee award shall be added to the settlement or judgment amount and this amount will be considered part of the gross recovery and the contingency fee will be calculated from this amount.

4. CASE COSTS AND LEGAL EXPENSES INCURRED IN PROSECUTING CASE (NOT ATTORNEY FEES):

CLIENT shall pay all case costs and legal expenses incurred in prosecuting this case. CLIENT who is named in any operative Complaint will decide and agree on how case costs and legal expenses are to be allocated among themselves. CLIENT agrees that all case costs and legal expenses will be paid promptly upon submission. CLIENT agrees that the payment of all case costs and legal expenses is a joint and several obligation. ATTORNEY is not required to advance

any legal expense but should any case cost or legal expense be advanced by ATTORNEY, then ATTORNEY will be reimbursed for any costs advanced.

5. DISCHARGE AND WITHDRAWAL

CLIENT may discharge ATTORNEY at any time. ATTORNEY may withdraw with CLIENT's consent or for good cause or if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law. Among the circumstances under which ATTORNEY may withdraw are: (a) with the consent of CLIENT; (b) CLIENT's conduct renders it unreasonably difficult for the ATTORNEY to carry out the employment effectively; and/or (c) CLIENT fails to pay Attorney's costs and expenses as required by this Agreement. Notwithstanding the discharge and provided there is a recovery, CLIENT will remain obligated to pay ATTORNEY at a reasonable rate for all services provided and to reimburse ATTORNEY for all costs advanced. Notwithstanding CLIENT's notice of discharge, and without regard to the reasons for the withdrawal or discharge, CLIENT will remain obligated to pay ATTORNEY for all costs and expenses incurred prior to the termination and, in the event that there is any net recovery obtained by CLIENT after conclusion of ATTORNEY's services, CLIENT remains obligated to pay ATTORNEY for the reasonable value of all services rendered from the effective date of this Agreement to the date of discharge. In the event ATTORNEY voluntarily withdraws from representing CLIENT without cause, ATTORNEY waives, and will not be entitled to be paid, any fees by CLIENT but will be entitled to be reimbursed for any costs and expenses already advanced by ATTORNEY.

6. INSURANCE

During the term of this Agreement, ATTORNEY shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

6.1. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident.

6.2. General Liability.

(i) ATTORNEY shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.

(ii) ATTORNEY shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.

6.3. Automobile Insurance.

(i) ATTORNEY shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

6.4. Professional Liability Insurance. ATTORNEY shall carry professional liability insurance appropriate to ATTORNEY's profession in the minimum amount of One Million Dollars (\$1,000,000).

7. TERM.

Subject to Paragraph 5 above, this Agreement shall take effect as of the date this AGREEMENT is fully executed and remain in effect until completion of the trial of this matter filed in either Superior Court of California or in the Eastern District of California Federal Court.

8. ASSIGNMENT.

Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses,

obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

9. NEGATION OF PARTNERSHIP.

CLIENT shall not become or be deemed a partner or joint venturer with ATTORNEY or associate in any such relationship with ATTORNEY by reason of the provisions of this Agreement. ATTORNEY shall not for any purpose be considered an agent, officer or employee of CLIENT.

10. NOTICES.

All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CLIENT: OFFICE OF THE CITY ATTORNEY
 CITY OF MERCED
 678 W. 18th Street
 Merced, CA 93540
 (209) 388-8670

ATTORNEY: MARDEROSIAN & COHEN
 7797 N. First Street, Suite 101-5
 Fresno, CA 93720
 (559) 441-7991

11. CONSENT TO USE OF E-MAIL AND CLOUD SERVICES

In order to provide CLIENT with efficient and convenient legal services, ATTORNEY will frequently communicate and transmit documents using e-mail. Because e-mail continues to evolve,

there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, CLIENT is consenting to such e-mail transmissions with CLIENT and CLIENT'S designated representatives and agents.

In addition, ATTORNEY uses a cloud computing service with servers located in a facility other than ATTORNEY'S office. Most of ATTORNEY'S electronic data, including emails and documents, are stored in this manner. By entering into this Agreement, CLIENT understands and consents to having communications, documents and information pertinent to the CLIENT'S matter stored through such a cloud-based service.

12. NO WAIVER OF DEFAULT.

The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.

13. MERGER AND MODIFICATION. This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the CLIENT and ATTORNEY and signed by all the parties.

14. BINDING EFFECT. The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to this Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.

15. GOVERNING LAW. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Merced County, California.

16. CORPORATE AUTHORITY.

Each individual executing this Agreement represents and warrants they are duly authorized to execute and deliver this Agreement on behalf of any identified corporation, organization or entity, if any, named herein, and this Agreement is binding upon said corporation, organization, or entity in accordance with its terms.

17. CAPTIONS AND INTERPRETATION. Paragraph headings in this Agreement are used solely for convenience, and shall not be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted or negotiated such provision. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

Dated: 7/28, 2023.

CITY OF MERCED ("CLIENT")

By: Stephanie Dietz
Stephanie Dietz
City Manager

Dated: 06/29, 2023.

MARDEROSIAN & COHEN ("ATTORNEY")

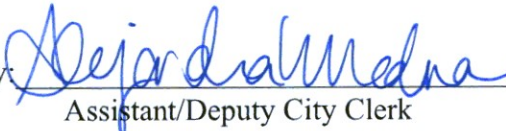
By: Mick Marderosian
Mick Marderosian, President

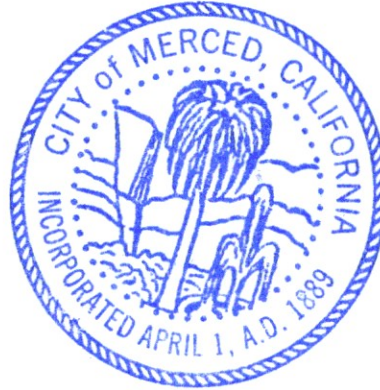
APPROVED AS TO FORM:

Merced City Attorney

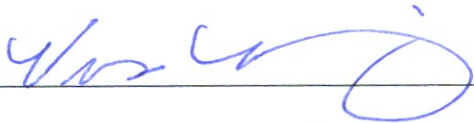
By: 
Brian Doyle

Attest:
City Clerk

By:  7-31-2023
Assistant/Deputy City Clerk



337
City of Merced Finance Office

By:  #8232
no funds to be encumbered. xc 7/24/23
FL 7/25/23



MARDRUN-01

PTHOMAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E02096 DiBuduo & DeFendis Insurance Brokers, LLC P.O. Box 5479 Fresno, CA 93755-5479	CONTACT NAME:	
	PHONE (A/C, No, Ext): (559) 432-0222	FAX (A/C, No):
INSURED Marderosian & Cohen, A Professional Corporation 7797 N. First Street, Ste. 101-5 Fresno, CA 93720	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Sentinel Insurance Co. Ltd.	
	INSURER B: Citizens Insurance Company of America	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			51SBABA9966	7/19/2022	7/19/2023	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
PROPERTY DAMAGE (Per accident) \$							
\$							
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below			WBFH32821702	8/1/2022	8/1/2023	☒ PER STATUTE ☐ OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Info Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



MARDRUN-01

PTHOMAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E02096 DiBuduo & DeFendis Insurance Brokers, LLC P.O. Box 5479 Fresno, CA 93755-5479	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext): (559) 432-0222		
INSURED Marderosian & Cohen, A Professional Corporation 7797 N. First Street, Ste. 101-5 Fresno, CA 93720	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Evanston Insurance Company		35378
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☐ PRO-JECT ☐ LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N						PER STATUTE ☐ OTH-ER ☐
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab.			MKLV5PLA000541	11/1/2022	11/1/2023	Each Claim 2,000,000
A	Professional Liab.			MKLV5PLA000541	11/1/2022	11/1/2023	Deductible per Claim 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Info Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



USAA GENERAL INDEMNITY COMPANY

(A Stock Insurance Company)

9800 Fredericksburg - San Antonio, Texas 78288

CALIFORNIA AUTO POLICY

RENEWAL DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

ADDL INFO ON NEXT PAGE MAIL MCH-M-I
RENEWAL OF

State	01 02 03	Veh	POLICY NUMBER
CA	070070070	XX	05318 43 87G 7101
POLICY PERIOD:		(12:01 A.M. standard time)	
EFFECTIVE MAY 01 2023 TO NOV 01 2023			

OPERATORS
01 MICHAEL MARDEROSIAN
02 LORIE MARDEROSIAN

Named Insured and Address

MICHAEL MARDEROSIAN
29671 HARVESTER RD
MALIBU CA 90265-3724

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE*	WORK/SCI Miles One Way	Qy W
01	19	LEXUS	ES 350 4D	4D	6000	58ABZ1B1XKU001733	P		
02	19	LEXUS	RX 350 4D	4D	6000	2T2ZZMCA9KC147432	P		
03	76	MGB	NONE	CONVERTIBL	1000	GHN5UH413323G	P		

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. *W/C=Work/School; B=Business; F=Farm; P=Pleasure

VEH 01 MALIBU CA 90265-3724

VEH 03 MALIBU CA 90265-3724

VEH 02 MALIBU CA 90265-3724

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES ("ACV" MEANS ACTUAL CASH VALUE)	LIMITS OF LIABILITY		VEH 01 6-MONTH		VEH 02 6-MONTH		VEH 03 6-MONTH		VEH	
	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$
PART A - LIABILITY										
BODILY INJURY EA PER \$	500,000									
EA ACC \$	500,000	187.80		496.33		93.40				
PROPERTY DAMAGE EA ACC \$	100,000	99.57		272.12		61.13				
PART B - MEDICAL PAYMENTS										
EA PER \$	100,000	48.28		79.07		18.36				
PART C - UNINSURED MOTORISTS										
BODILY INJURY EA PER \$	500,000									
EA ACC \$	500,000	90.74		169.42		36.42				
PART D - PHYSICAL DAMAGE COVERAGE										
COMPREHENSIVE LOSS ACV LESS	D1000	52.82	D1000	79.90						
COLLISION LOSS ACV LESS	D1000	416.77	D1000	776.61						
RENTAL REIMBURSEMENT										
MULTIPASSENGER/TRUCK CLASS		48.96		61.20						
TOWING AND LABOR		9.48		11.85		9.48				
TOTAL PREMIUM - SEE FOLLOWING PAGE(S)										

ADDITIONAL INTEREST - LESSOR AND LOSS PAYEE

VEH 02 LEXUS FINANCIAL SERVICES, ATLANTA GA

LOSS PAYEE

VEH 01 LEXUS FINANCIAL SERVICES, ATLANTA GA

ENDORSEMENTS: ADDED 05-01-23 - A200CA(01)

REMAIN IN EFFECT(REFER TO PREVIOUS POLICY)- A072(06) RSGPCW(01) 5100CA(02)

INFORMATION FORMS: NIPFCA(05) 320CA(05) 50CA(04) CADS(05) 40CA(01) 13580(03)

999CA(19)

01 RMM56000N 02 RMF55101N 03 XXX99000N

IN WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas, on this date MARCH 25, 2023

Kelly Schumacher

R. J. ...