

MEYNER AND LANDIS LLP

REPLY TO:
MATTHEW P. DOLAN
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April 1, 2020

VIA EMAIL

637 Arnold LLC
c/o Scott Dolan, Member
637 Arnold Ave
Point Pleasant Beach, NJ 08742
Scott@arnoldhall.info

Re: 641 Arnold Ave, LLC v. 637 Arnold LLC
OCN-C-194-18 (the "**Action**")

Dear Scott:

This letter will confirm that Meyner and Landis LLP (the "**Firm**") is prepared to represent 637 Arnold LLC (the "**Client**") with respect to the Action as well as potential claims against your title company, Stewart Title and the Plaintiff in the Action. As in all our legal engagements, we need to confirm the terms on which the Firm will represent you with respect to the Matter. Our Statement of Billing and Engagement Policies is enclosed.

Our legal work includes conferences in person and by telephone with the Client and others, court appearances, research, investigations, correspondence, preparation of pleadings and other legal documents, discovery proceedings including interrogatories and depositions, and related work to properly represent the Client in this matter. We shall diligently represent the Client's interests and rights, and if possible and with the Client's consent, seek amicable resolutions to all matters.

The primary attorney responsible for the handling of these matters will be myself, Matthew P. Dolan. However, I may be assisted by other attorneys and paralegals will be given assignments on the Client's case when appropriate and more cost effective. The billing for our services will be on an hourly basis as per the attached schedule which is based on the experience of the attorney. My hourly rate is \$275 per hour. These rates will not increase during our representation. Initially, we require a retainer deposit in the amount of \$4,000 which shall be an evergreen retainer and shall remain on deposit until the conclusion of Meyner and Landis' representation of the Client. We hope that we can resolve this matter in relatively short order.

As you know, it is difficult to estimate in advance the extent or costs of our services and will depend on whether we decide to pursue potential claims against other parties such as your title company and your prior surveyor. We intend to initially gather information, formulate a strategy, enter an appearance in the Action and also prepare and send a demand letter to your title company demanding that they reimburse you for our attorneys' fees expended and related to the Matter.

We charge for the costs, including filing fees, service of process fees, copying, transcripts and the like, that we may incur in handling this matter. If expert witnesses are required, they will be retained with the Client's prior consent and the Client will be obligated to pay for these experts.

Our fees for legal services and costs will be billed monthly, and are due upon receipt of our statement. We reserve the right to terminate our representation on notice to Client in the event that Client shall fail to timely pay the firm's bills or fail to maintain the Retainer at either \$4,000. We also reserve the right to terminate our representation on notice to Client in the event we determine that Client is providing inadequate assistance to our firm in representing Client's interests. Examples of such inadequate assistance would include failing to make witnesses and documents available for discovery and trial. You reserve the right to terminate our services at any time.

Meyner and Landis agrees to provide conscientious, competent and diligent services and at all times will seek to achieve solutions which are just and reasonable for the Client. However, because of the uncertainty of legal proceedings, the interpretation and changes in the law and many unknown factors, we as attorneys cannot and do not warrant, predict or guarantee results or the final outcome of any case. Meyner and Landis will, however, use its best efforts toward obtaining a fair result for the Client in this matter.

If you have any questions on these terms or this letter, please contact me. We look forward to the opportunity to represent you in this matter.

Very truly yours,
MEYNER AND LANDIS LLP




Matthew P. Dolan

Encl.

ACCEPTED BY:

By:



Scott Dolan, Member
637 Arnold LLC

Date:

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MEYNER AND LANDIS LLP
2020 FEE SCHEDULE

Attorneys

William J. Fiore	\$425
Anthony F. Siliato (NJ & NY)	\$425
Thomas W. Halm, Jr.	\$425
Edwin C. Landis, Jr.	\$395
John N. Malyska	\$395
David B. Grantz (NJ & NY)	\$395
Scott T. McCleary	\$375
Albert I. Telsey	\$375
Scott R. Malyk	\$375
Joseph R. McCarthy	\$350
Catherine P. Kelly (NJ & NY)	\$325
Lin R. Walker	\$325
Stacey Simon	\$325
Linda T. Snyder	\$300
Matthew P. Dolan (NJ & NY)	\$275
Eric Holmes (NJ & NY)	\$250
Javier M. Lopez (NJ & NY)	\$250
Adam N. Levitsky	\$230

Paralegals

Ana Braga	\$165
Elizabeth Marriott	\$150
Jalyssa Alarcon	\$150
Barbara Badalmenti	\$125
Adina Levy	\$125

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STATEMENT OF BILLING AND ENGAGEMENT POLICIES

SCOPE OF ENGAGEMENT

Our engagement and the services that we will provide to you are limited to the matter identified in the accompanying letter. Any changes in the scope of our representation as described in our retainer letter must be approved in writing.

LEGAL SERVICE FEES

Our objective is to charge a reasonable fee for our services. This will be achieved through maintaining accurate records by each attorney and paralegal and then billing for that time in accordance with a range of hourly rates we establish based on the individual's experience and level of expertise. Our policy is to bill monthly, based on services performed in the previous month, including expenses incurred on your behalf.

We will bill for the costs and disbursements that we incur during the course of our representation of a client. This will include the disbursements incurred on your behalf. Disbursements include (a) filing fees; (b) witness fees; (c) service fees; (d) travel; (e) photocopying; (f) telephone; and (g) delivery services, including overnight delivery services such as federal express.

Out-of-pocket charges in excess of \$500 will be sent directly to you for payment or, if you prefer, we can establish a separate expense retainer that will be held in an escrow account to be applied against these expenses.

EXPERTS

We will engage expert consultants and witnesses, if needed, on your behalf and with your prior consent, but you will be responsible for paying their costs and expenses directly to them. These experts and consultants will bill you separately.

PAYMENT

Payment is due on receipt and, except as expressly agreed to otherwise, is not contingent or dependent on the outcome of the engagement, such as prevailing in a lawsuit or concluding a transaction. If an invoice remains unpaid after thirty (30) days, we will assess a carrying charge of twelve (12%) percent per annum (1%/month) on the unpaid balance that will be added to the invoice. We reserve the right to end our work on this matter

and any other matters for which we may be simultaneously engaged, and to withdraw from the representation on proper notice if we do not receive payment in full within sixty (60) days from the date of the invoice. If you have any special policies with respect to information you want to have included in our invoices, please advise us promptly. Please review our invoices when you receive them so that any questions you may have are raised in a timely fashion.

CONFLICTS OF INTEREST

We have performed a conflicts check. We have found no conflicts relative to representation of your interests. However, if we become aware of a conflict, we will discuss it with you and should we at any time during the representation, even after the conflicts check, determine that representation of your interests would conflict with our previous representation, or previous relationship with other clients relative to your matter, we do reserve the right, after discussion with you, to withdraw from representation of you.

INSURANCE

You should understand that, where the scope of our representation involves or may involve a claim or potential claim against you, you may have an insurance policy that may provide coverage of some sort for the claim or potential claim. Insurance companies are offering a wide variety of insurance products, and we urge you to consult with your insurance representative (or carrier), risk manager, or other appropriate persons about the potential for insurance coverage for any claim or potential claim. Unless you specifically request our advice and provide us with a copy of the policy, we assume no obligation to advise you with respect to insurance coverage for any claim or potential claim within the scope of our representation of you.

TERMINATION

Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to our professional obligations to you under applicable rules of professional conduct. Our representation of you will terminate on our sending you our final statement for services rendered in this matter. Unless you engage us after termination of this matter, we will have no continuing obligation to advise you with respect to future legal developments, such as changes in the applicable laws or regulations that could have an effect on your future rights and liabilities.

**RECORDS
AND FILES**

We will keep confidential any non-public information you have supplied to us following the conclusion of our representation, that we retain in accordance with applicable rules of professional conduct. At your request, we will return your papers to you promptly on receipt of payment for outstanding fees and costs. The firm will retain its own files pertaining to the matter in accordance with the firm's records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials after a reasonable time after the termination of the engagement.

SERVICES

Meyner and Landis will provide conscientious, competent and diligent services and at all times will seek to achieve solutions consistent with your objective. However, because of the uncertainty of legal proceedings, the interpretation and changes in the law and many unknown factors, we as attorneys cannot and do not warrant or guarantee results or the final outcome of any matter. Meyner and Landis will, however, use its best efforts toward obtaining the best result for you in our representation.