

**LAW OFFICES OF
STANLEY E. NIEW, P.C.**

January 11, 2023

Email Only: atlanticfire@sbcglobal.net

President, Kenneth Walschot
Atlantic American Fire Protection Company, Inc.
18 N State Street
Elgin Illinois 60123

Re: NLRB Unfair Labor Practice Charge

Dear Ken:

This will confirm our understanding regarding the representation of Atlantic American Fire Protection Company, Inc. by Stanley Niew and the Law Offices of Stanley E. Niew, P.C. with respect to unfair labor practice charge at NLRB in case no. 13-CA-309518.

The terms under which we will represent you are as follows:

- 1) Law Offices of Stanley E. Niew: Hourly rate: \$400.00 per hour, for Stanley E. Niew, increased by \$50.00 per hour for hearings; other attorneys at \$270.00 to \$325.00 per hour; legal assistants and paralegals - \$120.00 per hour; secretarial and clerical - \$80.00 per hour. Travel time is billed at one-half (1/2) the hourly attorney rate. Some tasks may be performed at a flat rate as agreed between the parties.
- 2) Client is separately responsible for all costs and expenses such as transcripts, postage, photo copying, arbitration fees, file preparation fees of \$75.00 per file, etc. if applicable.
- 3) Invoices will be prepared at regular intervals and all payments are due within fifteen (15) days of mailing. Interest will be charged at one percent (1%) per month on all unpaid amounts over forty-five (45) days.
- 4) Rates may be increased on the first day of January 2024 and not more than once per year, at our discretion, thereafter.
- 5) Under this Agreement we anticipate providing legal and practical advice as to defending and responding to charge at NLRB in case no. 13-CA-309518.
- 6) Clients agree to cooperate fully with our request for information and documents.

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7) a) We require a retainer of \$4,000.00 which will be placed in our client trust account. You will pay invoices timely; however, if the invoices are not paid, we will take the unpaid amounts from the client trust account and we will withdraw from representation. The Retainer must be paid prior to performing any work. When our assignment is completed, we will return any unused sums remaining in the client trust account. If this engagement is not signed and retainer is not paid, we will not represent you or the Companies.

b) If an arbitration, an unfair labor practice charge is filed or a federal district court lawsuit or other lawsuit, an additional \$2,500.00 retainer will be required.


8) We will accept other assignments under the agreement within the scope of our experience. We will not accept assignments outside our area of practice. For example, we would not accept assignments in areas such as securities, acquisitions, patents, etc. See our website <http://senlaw.net>.

9) This retainer/engagement is valid for 7 days. If you do not retain us, you should employ an attorney for representation.

10) Facsimile or email signed copies are as if originals.

Very truly yours,

LAW OFFICES OF STANLEY E. NIEW, P.C.

By: 
Stanley E. Niew

SEN/hmt

ACCEPTED:

Atlantic American Fire Protection Company, Inc.

Kenneth Walschot

Kenneth Walschot, President