

**KAGEN, CASPERSEN & BOGART PLLC**  
ATTORNEYS ADMITTED IN NEW YORK, NEW JERSEY AND CALIFORNIA

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(212) 880-2045  
(646) 304-7879 (FACSIMILE)

April 12, 2024

By E-Mail to [burtonic@gmail.com](mailto:burtonic@gmail.com)

Mr. Richard Burton

Re: Legal Representation

Dear Mr. Burton:

We are pleased that you have chosen Kagen, Caspersen & Bogart PLLC to represent you in connection with the currently pending matter, *Richard Burton v. Hayden Adams* (Index No.: 506967/2021; Kings County Supreme Court) (the “Matter”). We are providing you with this Engagement Letter regarding the services we will provide.

Scope of Representation:

Our client for purposes of this representation is limited to you (hereafter “You” or “the Client”) with respect to the Matter.

Scope of Services:

By this letter you confirm your engagement of our services to act as your lawyers with regard to the Matter and to perform all legal work necessary in connection with the action. We refer herein to all such legal services as the “Services.”

Fees and Expenses:

I will charge You an hourly fee of Seven Hundred and Fifty Dollars (\$750.00) per hour for the Services. We will charge you separately for additional amounts required for service, expenses (including but not limited to fees, transcript services and IT services) and/or the filing of court documents, if any. Beyond this, I may use the services of the following attorneys and staff:

Name	Rate
Russell Bogart	\$750.00 per hour
Joel Taylor	\$650.00 per hour
Joshua Gillette	\$600.00 per hour
Kate Pratt (Paralegal)	\$150.00 per hour

In addition, we may also use the services of other additional attorneys and paralegals at separate rates.

Retainer:

We will require a retainer, payable in advance prior to the commencement of any work in this Matter, of Thirty-Five Thousand Dollars (\$35,000.00). Please make your payment for this amount by wiring the funds to our firm's account. Our wiring instructions are below. Upon receipt of the retainer amount, we will begin work. We will use the monies in the retainer to pay for services rendered.

Wire to:	TD Bank 880 Third Avenue New York, NY 10022
Credit to:	Kagen, Caspersen & Bogart PLLC
Account Number:	4345469690
Routing Number:	026013673

To the extent any escrow of monies is ever required, you agree to have that escrow maintained at the bank listed above.

Document Retention and Ownership:

With regard to any documents that are received or created in the course of this representation, to the extent that any documents, correspondence, factual memoranda or the like are produced or transmitted to us, you shall have the right to request and receive from us those items at any time for a period of two months. After conclusion of those two months, or whatever period is otherwise mandated by law, we shall have the right at our discretion, but not obligation, to either deliver those items to you or destroy the same.

Confidentiality:

Under applicable rules of professional responsibility, we are obliged to avoid revealing information acquired as a consequence of the representation of any client. Therefore, if we have such information from another client, we cannot disclose it to you even if that information is relevant to your representation.

Termination of Engagement:

You have the right to discharge us for any reason at any time upon the giving of reasonable notice. If we are discharged, all unpaid fees, court costs and other costs, out of pocket expenses and disbursements will be paid within thirty days of such discharge. Our

agreement as to confidentiality and waivers would continue in effect if our representation was ended at your election (which, of course, you would be free to do at any time) or by us (which would be subject to ethical requirements). As noted earlier, we will keep a retaining lien on the file in the amount of any unpaid fees or expenses.

Please note that in the event of a dispute between ourselves as to either the amount of our charges or matters incidental thereto, for amounts of up to \$50,000, you may have the right to request arbitration of the dispute under Part 137 of the Rules of the Chief Administrator of the New York Courts, or similar rules or regulations of any applicable jurisdiction.

In the event of any other dispute between us (other than disputes referred to above about legal fees and expenses of up to \$50,000), you agree that any dispute that arises or relates to any of the service we provide under this engagement shall be exclusively the subject of mandatory arbitration before JAMS in New York, under the JAMS rules then in effect for such disputes. You agree that this applies to any disputes relating both to malpractice as well as to disputes about fees (other than the limited exception set forth above). You understand that you may have had the right to a trial by jury in court for certain of these disputes, but you are waiving any and all rights to such trial. You further agree and understand that discovery may be limited in arbitration, which has the benefit of reducing costs and expense, but that arbitration may restrict what information might be available as compared to a court proceeding. You are advised to seek independent counsel with regard to this agreement. You further agree that you had the ability to speak with independent counsel before signing this agreement.

We have the right to withdraw immediately as your counsel if our fees remain unpaid and outstanding for twenty (20) days after they have been billed, or you fail to replenish the retainer sufficiently as required.

This engagement shall in any event end at the completion of the Services. If you later retain us to perform further or additional services, the attorney-client relationship will recommence subject to completely new terms of engagement required for such further services to which we must both decide to agree. The fact that we may inform you from time to time of developments in the law which may be of interest to you should not be understood as a commencement of an attorney-client relationship.

Governing Rules of Professional Conduct:

With respect to New York licensed lawyers practicing in New York, the conduct of such attorneys will be and are governed by the Code of Professional Responsibility in effect in the State of New York at the time of such conduct.

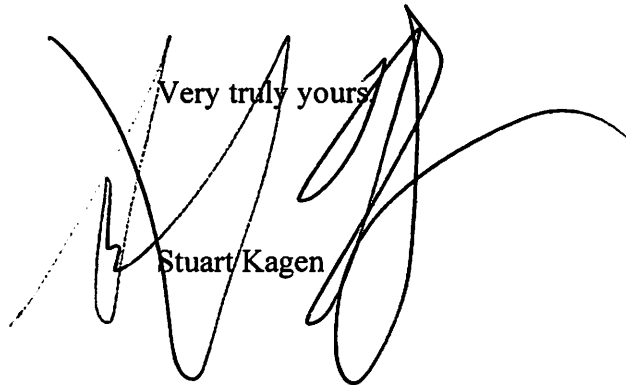
Please note that in the event of a dispute between ourselves as to either the amount of our charges or matters incidental thereto, under certain circumstances, you may have the right to request arbitration of the dispute under Part 137 of the Rules of the Chief Administrator of the New York Courts, or similar rules or regulations of any applicable jurisdiction.

Please counter-sign this agreement and return the signed copy to us so that we will have a mutual memorandum of our understanding. **Please return the engagement letter, signed, to Kagen, Caspersen & Bogart PLLC, at 750 Third Avenue, 24th Floor, New York, New York, 10017.**

To confirm your agreement to the foregoing terms, please sign below in the space provided on the enclosed copy of this Agreement.

We very much look forward to serving as your counsel.

Very truly yours,  
Stuart Kagen



Agreed and accepted:

By:   
Richard Burton

Date: 04/13/24