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October 8, 2015

Re: A

Dear Mr. ,

You have requested me to represent you regarding the above matter. I shall be guided by the following understandings and agreements:

1. In connection with the services to be performed, it is difficult and impossible at this time to specify the exact nature, extent and difficulty of the contemplated services and attorney's time involved. In addition to temporary or pretrial hearings, there may be the necessity of a trial on the merits. I shall exert effort at all times to represent your interests and rights, and if possible to seek an amicable resolution of your claims.

2. In connection with the services rendered, or to be rendered, it is understood and agreed that said services shall be compensated, at a minimum of ten minute increments, at the rate of: **(a) \$400.00 per hour for Richard A. Klass; (b) \$300.00 per hour for associate; and (c) \$100.00 per hour for paralegal.**

3. Hourly fees may be charged for the following services: all legal research; drafting of pleadings and correspondence; attending meetings and conferences; conducting telephone conversations with opposing counsel, parties, or the court; preparing for, and appearing at depositions or in court; and other tasks necessary to handle your case.

4. In consideration of the services performed, or to be performed, you are to pay to me at this time the sum of **\$,000.00** as an initial retainer, which shall be credited as a payment on account of services rendered, or to be rendered in your case. **This initial retainer amount shall also serve as this office's minimum fee for the legal services to be rendered by this office.**

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5. In addition to the above legal fees, you are responsible to pay for all necessary and reasonable costs and expenses incurred, or paid out in the performance of my services. These costs and expenses may include by specification: filing fees, expert witness fees, subpoena costs, deposition costs, fees of process servers, toll charges, local travel expenses, duplication expenses, and any other necessary expenses. If I advance any costs or expenses on your behalf for your case, you shall forthwith reimburse me upon my furnishing to you information as to the amount, unless said amount can be charged against any available retainer amount remaining in your account.

6. Billings and accountings for my services and costs will be submitted monthly (or at other regular intervals). Statements shall be payable upon receipt unless otherwise agreed upon.

7. This retainer agreement, and the services to be rendered hereunder do not include the following services, if applicable: (a) post-judgment enforcement; (b) appeals of Orders/Judgments; or (c) representation in any other court or case, other than as specified above. You are also specifically advised herein that you are under an obligation, where applicable, to ascertain whether you have any type of insurance policy which may partly or entirely cover the subject case, and that you should review any relevant insurance policies as quickly as possible; this firm will not undertake the responsibility to ascertain the nature and extent of any insurance coverage in this matter.

8. In the event of a dispute, you have the right to receive notice of your right to arbitrate any fee dispute in accordance with Part 137 of the Rules of the Chief Administrator.

In representing you in this matter I cannot and do not warrant or predict results or final developments. Be assured that it is my desire to afford you conscientious, faithful, and diligent service, seeking at all times to achieve solutions that are just and reasonable for you. It is extremely important that you keep in mind that a matter which is initially perceived as being uncomplicated or uncontested can become hotly and fiercely contested, and require much more time and expense than initially anticipated.

If the foregoing meets with your approval, kindly signify your consent and approval by signing your name in the space provided below, and return the original of this letter agreement to me along with your retainer check.

Very truly yours,

Rich Klass, Esq.

Agreed to:

Attachment A

ELECTRONICALLY STORED INFORMATION:

Please be advised that electronically stored information may be an important and irreplaceable source of discovery and/or evidence in the defense or prosecution of the pending matter. Generally, a lawsuit requires preservation of all information from one's computer systems, removable electronic media and other locations relating to the particular subject matter. This includes, but is not limited to, email and other electronic communication, word processing documents, spreadsheets, databases, calendars, telephone logs, contact manager information, Internet usage files, and network access information. You should preserve the following platforms in your possession or control of a third party (such as an employee or outside vendor under contract): databases, networks, computer systems, including legacy systems (hardware and software), servers, archives, backup or disaster recovery systems, tapes, discs, drives, cartridges and other storage media, laptops, personal computers, internet data, personal digital assistants, handheld wireless devices, mobile telephones, paging devices, and audio systems (including voicemail). *Failure to do so could result in extreme penalties against you.*

PRESERVATION OBLIGATIONS

The laws and rules prohibiting destruction of evidence apply to electronically stored information in the same manner that they apply to other evidence. Due to its format, electronic information is easily deleted, modified or corrupted. Accordingly, you must take every reasonable step to preserve this information until the final resolution of this matter. This includes, but is not limited to, an obligation to:

- Discontinue all data destruction and backup tape recycling policies;
- Preserve and not dispose of relevant hardware unless an exact replica of the file (a mirror image) is made;
- Preserve and not destroy passwords, decryption procedures (and accompany software), network access codes, ID names, manuals, tutorials, written instructions, decompression or reconstruction software;
- Maintain all other pertinent information and tools needed to access, review, and reconstruct necessary to access, view, and/or reconstruct all requested or potentially relevant electronic data.

Attachment B

NOTICE REGARDING SOCIAL MEDIA WEBSITES:

I am writing to give you some advice regarding your use of social media as you progress through the legal matter you have placed in our hands. As I am sure you are aware, social networking in the form of Facebook, LinkedIn, Twitter, MySpace, blogs, and the like has become an almost ever-present part of our lives. Often, we post a thought, feeling, or photo without a second thought. In the context of a legal issue though, these actions can come back to cause you headache and hurt your case. **I must advise you to use extreme caution when making any sort of post, update, or upload to any social networking outlet.**

It is becoming a common practice for defense attorneys to request copies of any and all posts plaintiffs have made online. While we can object to these requests based on their relevancy, the courts have nonetheless been agreeing with defendant's requests and allowing them access. In order to protect yourself, I offer you the following suggestions, and strongly recommend you follow them:

- Do not mention anything about your case online.
- If you absolutely must post something about your case online, do not enter anything detrimental to your case; for instance, don't post anything about how good you feel – or how you are pain free; or if you are injured, don't post photos of you on a rock-climbing adventure or winning a triathlon. (while these seem like extreme examples, you would be surprised at the ways clients severely damage their cases by not thinking before posting online)
- You can't delete it! Once you post something to a social networking site, it is there forever. If you go into your account and delete anything, it still exists as the social networking site's administrator keeps archives of all the material ever on their site. The information or photos still exist and defendants can ask for, and usually get it.
- Review your "privacy settings" to make sure they are set at the tightest restraint possible. You can change them back once your case is over – but while your matter is pending it is in your best interest that your "friends" not be aware of your every move.

Please keep in mind that these warnings are not to make your life more difficult, but rather they are for your protection, as well as to help make your case as solid as possible. Being cautious and making smart choices will help your case in the long run.

Please feel free to call our office if you have any questions at all or need additional information. Also, **I ask that you contact us immediately if you feel you have any sort of social networking post that might be detrimental to your case** so we may assess how to deal with it, and what action to take.

Very truly yours,

Rich Klass, Esq.

STATEMENT OF CLIENT'S RIGHTS

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and nonlawyer personnel in your lawyer's office.
2. You are entitled to have your attorney handle your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to discharge your attorney and terminate the attorney-client relationship at any time. (Court approval may be required in some matters, and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge.)
3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.
4. You are entitled to be charged reasonable fees and expenses and to have your lawyer explain before or within a reasonable time after commencement of the representation how the fees and expenses will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any arrangement for fees and expenses that you find unsatisfactory. In the event of a fee dispute, you may have the right to seek arbitration; your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.
5. You are entitled to have your questions and concerns addressed promptly and to receive a prompt reply to your letters, telephone calls, emails, faxes, and other communications.
6. You are entitled to be kept reasonably informed as to the status of your matter and are entitled to have your attorney promptly comply with your reasonable requests for information, including your requests for copies of papers relevant to the matter. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter and make informed decisions regarding the representation.
7. You are entitled to have your legitimate objectives respected by your attorney. In particular, the decision of whether to settle your matter is yours and not your lawyer's. (Court approval of a settlement is required in some matters.)
8. You have the right to privacy in your communications with your lawyer and to have your confidential information preserved by your lawyer to the extent required by law.
9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the New York Rules of Professional Conduct.
10. You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, age, national origin or disability.