

EXHIBIT “A”



**GENOVA
BURNS**
ATTORNEYS-AT-LAW

Genova Burns LLC
494 Broad Street, Newark, NJ 07102
Tel: 973.533.0777 Fax: 973.533.1112
Web: www.genovaburns.com

Angelo J. Genova, Esq.
Partner
Member: NY, NJ & PA Bar
agenova@genovaburns.com
Direct: 973-535-7100

July 28, 2023

VIA EMAIL

Karen J. Carnevale R.M.C.
Municipal Clerk
Township of West Orange
66 Main Street, Room 101
West Orange, New Jersey 07052

Kenneth Kayser, Esq.
Township of West Orange
66 Main Street, Room 101
West Orange, New Jersey 07052

Re: Agreement Regarding Legal Services

Dear Ms. Carnevale and Mr. Kayser:

This correspondence and enclosed proposed engagement agreement are provided as requested by Mr. Kayser earlier this week.

The proposed engagement represents a substantial reduction in our normal hourly rate, as we propose to accept this engagement at the blended hourly rate of \$150.00, which is approximately 75% lower than our standard hourly rate. In addition, you will read that the scope of our engagement, at present, is proposed to be limited to our appearance in this matter through the conclusion of the preliminary injunction proceeding now before Judge Scoca and returnable in early September. Our proposal does not contemplate our engagement for any proceedings or appeals thereafter and is limited to this preliminary injunction phase of the matter.



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The attorneys who will be working with me on the matter, if engaged, are my partner Jennifer Borek, Esq. and associate Jessica Kim, Esq. You will note that we have waived our standard upfront retainer.

We are prepared to accept the engagement with a fee cap of \$17,499.00, provided we are afforded the opportunity to present further proposals to accommodate additional fees which may be required by virtue of the representation.

Finally, please advise if and when a resolution appointing our firm is approved as the return date on this matter before Judge Scoca is September 7, 2023.

Very truly yours,

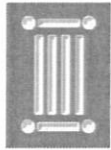
GENOVA BURNS LLC

s/Angelo J. Genova

ANGELO J. GENOVA

AJG:sr
Enclosure

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Re: Agreement Regarding Legal Services

Dear Ms. Carnevale and Mr. Kayser:

We are pleased to have this opportunity to provide legal services to you. This correspondence is intended to inform you of the terms and conditions for our engagement for the matter described in detail below:

Client: Township Council, Township of West Orange, 66 Main Street, West Orange, New Jersey 07052, referred to as "You and "Your", AND **Genova Burns LLC**, 494 Broad Street, Newark, NJ 07102, referred to as "we" or "us".

Scope of Services: Special Counsel – To represent the Township Council concerning a matter of pending litigation filed July 24, 2023 captioned In Re Township of West Orange pending before the Superior Court of New Jersey, Law Division, Essex County, Docket No. ESX-L-



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4687-23, through the preliminary injunction proceeding and hearing, including post-hearing briefs, if any, before the Honorable Annette Scoca, J.S.C.

The legal services to be provided includes, if necessary, all court appearances, administrative proceedings, conferences, closings, negotiations, meetings, research, investigation, correspondence, telephone calls, preparation and drafting of pleadings and other legal documents, trial preparation and related work including opinion letters. You agreed that our representation of you does not give rise to a lawyer-client relationship between our firm and any of your affiliates. Accordingly, representation of you will not give rise to any conflict of interest (or cause for our disqualification) in the event other clients of the Firm are adverse to any of your affiliates.

Legal Fees and Result: We cannot predict or guarantee what your final bill will be. This will depend on the amount of time spent on your case and the amount of other expenses. Moreover, we cannot predict or guarantee the result of our representation in this matter.

Hourly Rate: You agree to pay us for legal services at the following hourly rates for services of all attorneys and paraprofessionals. These billing rates are subject to change from time to time, usually as of January 1 each year.

<u>Partners:</u>	\$150.00
<u>Counsel:</u>	\$150.00
<u>Of Counsel:</u>	\$150.00
<u>Senior Associates</u>	\$150.00
<u>Junior Associates</u>	\$150.00
<u>Paralegals:</u>	\$75.00

All Services Will Be Billed: You will be billed at the hourly rates set forth in above for all services rendered. All services are billed in increments of 1/10th of an hour. This includes telephone calls (minimum charge of six [6] minutes), drafting and reviewing letters, travel time to and from meetings and court, legal research, preparation of pleadings and documents, negotiations and any other services related to your matters, as required.



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Retainer: You have agreed to pay N/A as a retainer for the services to be provided. This sum will be deposited in our attorney trust account. Upon the issuance of a monthly invoice, a sum equal to the amount due in the invoice will be paid to us from the retainer. The amount of the retainer is not intended to be a cap on the fees that will be incurred in the provision of services. Moreover, we reserve the right to request an increase in your retainer or that the retainer be replenished on a monthly basis equal to the amount of the monthly invoice. Any fees incurred in excess of the balance of the retainer shall be due upon receipt of invoice. Any retainer balance remaining at the conclusion of our representation shall be refunded to you.

Future Proceedings: You agree that if the firm or an attorney of our firm is subpoenaed, deposed, called to testify or required to respond to discovery sought from the firm or attorney in the context of legal proceedings concerning any aspect of the legal services that we provide for you, we will be compensated for that person's services in connection therewith (including preparation) at his or her customary hourly rate to clients at the time of such proceedings. You also agree that we will be entitled to full reimbursement for costs incurred in connection with the production of documents in response to subpoenas and demands for the production of documents issued in any such proceedings. Your obligations under this provision will survive any termination of our representation (whether by you or by us).

Costs and Expenses: In addition to legal fees, you must pay the following costs and expenses if they become necessary: experts' fees, court costs, filing fees, recording fees, accountants' fees, appraisers' fees, service fees, investigator fees, computerized legal research costs, electronic discovery collection, processing and hosting costs, deposition costs, messenger services, delivery charges, photocopying and supply charges, travel expenses, secretarial overtime, if necessary, and any other necessary costs and expenses in this matter. Expert fees will be discussed with and approved by you prior to being incurred. We may require that expert(s) be retained directly by you. You would then be solely responsible to pay the expert(s).

Statements: We will send you itemized statements on a monthly basis; although, in some instances we may defer sending you statements for one or more months. We may require that



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costs and expenses be paid in advance. All other statements for costs and legal expenses are due upon receipt. Each statement sets forth the service performed, the time expended and date performed. If we email statements to you, hard copies will be provided only upon your request. If you have any complaints or issues regarding the services rendered or billing issues, please advise us upon receipt of this statement. If you do not advise us of such complaints within 30 days of receipt of this statement, your right to raise a dispute will be waived and we will presume there are no disputes or issues.

Payment Due: Statements are due and payable by you upon receipt. We will deem a statement past due after thirty (30) days. We reserve the right to add a finance charge of six (6%) percent on all past due invoices. When a statement becomes past due, we reserve the right to terminate our services to you and proceed to pursue a collection action against you for unpaid invoices. The attorney fees and costs incurred in the collection matter, including an allowance for professional time expended by attorneys in our firm at their customary rates and reasonable expenses, will be included as part of our claim against you. You will be responsible for these additional attorney fees and costs whether the collection efforts are pursuant to our participation in the Supreme Court mandated fee arbitration program (R.1:20A) or as part of a law suit filed in state or federal court.

Retention of the Entire Firm: You have retained the entire law firm. While one attorney shall be primarily responsible for your matter and will directly supervise all aspects of it, we reserve the right to assign certain portions of the work in representing you to other attorneys within the firm. We also reserve the right to assign and utilize paralegals for appropriate tasks within our discretion.

Your Responsibility: You must fully cooperate with us and provide all information relevant to the issues involved in your matters. You must also pay all statements as required by this Agreement. You must promptly notify us of any change in your address, telephone number(s), email address(es) or other contact information. You can reduce your legal fees substantially by complying with our requests for information on a timely basis and in an organized form. If you



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do not comply with these requirements, we may withdraw from representing you consistent with our ethical obligations to you, at which time you will pay us the full amount owed to us.

Termination: You are free to obtain a new attorney at any time. In such event you will notify us in writing of your desire to obtain a new attorney as soon as possible. You will pay us what you owe up to the time of that written notice. We will forward a copy of your file to the attorney of your choice. You or your new attorney will be responsible for the costs of such duplication of your file. If permission from a Court is required to transfer your file to your new attorney, he or she shall have the responsibility for obtaining that permission. Additionally, we retain our right to terminate our representation of you, at any time and for any reason, in compliance with any applicable rules governing our professional conduct, and in accordance with any applicable orders of court.

Fee Arbitration: In the event of any fee dispute with you, you have the option to refer the matter to the appropriate Fee Arbitration Committee established by the New Jersey Supreme Court (R.1:20A). If you elect to pursue the fee dispute through fee arbitration, we will provide you with the applicable court rules for submission to fee arbitration upon your request and in accordance with any obligations to do so under applicable Court Rules.

Forum Selection: In the event of any dispute relating to this Agreement and/or the parties' relationship that cannot be resolved through fee arbitration (as set forth herein), you and we agree to the exclusive jurisdiction of the state and federal courts of New Jersey to hear and resolve such disputes.

Competent Services: We agree to provide conscientious, competent, ethical and diligent services and at all times will seek to achieve solutions which are just and reasonable for you. Our goal is the best net result for you, taking our fees and your costs into consideration.

No Guarantee: However, because of the uncertainty of legal proceedings, the interpretation and changes in the law and many unknown factors, we cannot and do not warrant, predict or guarantee results or the final outcome of any case or matter. . After the conclusion of our representation,



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changes may occur in the applicable laws or regulations that could have an impact upon your rights and liabilities. Unless you engage us after the conclusion of the matter to provide additional advice on issues arising from the matter, the firm has no continuing obligation to advise you with respect to future legal developments.

Reimbursement for Fees: If the nature of your case or matter seeks reimbursement from another party, insurer, or entity for your legal fees, we shall not endeavor to obtain such reimbursement for you.

Electronic Communications: It has become customary for attorney-client communications to use electronic mail transmitted via the internet, including the use of online commercial e-mail services that store information on their servers, notwithstanding that such use and storage may heighten the risk of inadvertent or unintended disclosures or other adverse consequences occurring. You hereby confirm that you invite and prefer the use of such communications and services, and of cellular telephones, text messaging and fax transmissions, because of their efficiency and convenience. You also confirm that you are aware of and accept the risks of any adverse consequences, which could include the loss of attorney-client privilege, attorney work product confidentiality, or other protections and the risk of inadvertent disclosure of your confidential information. . You acknowledge that we may seek your signature on documents by electronic means (e.g. pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000, e.g., www.docusign.com). You consent to the firm's use of electronic means to share documents and information (and obtain signatures thereon) although such electronic communications are capable of being intercepted by others. You and the firm expressly disclaim any intention to limit or waive legal protections afforded to their communications by using any electronic means. You agree to inform the firm in writing if you desire that the firm not share any documents and information (or obtain any signatures thereon) through electronic means.

Technology: To enhance the efficiency of our practice, we use, and may further use, a variety of technology, including third party cloud based platforms to store documents, analyze discovery, communicate with clients and other activities. You consent to our use of these services to store your files, communicate with you and carry out other necessary tasks related to our representation.



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Signatures: All of us have read and agree to this Agreement and are authorized to execute same on behalf of the entity(s) identified below. We have answered all of your questions and fully explained this Agreement to your complete satisfaction. You have been given a copy of this Agreement. Any electronic or facsimile signature shall be deemed an original.

Very truly yours,

GENOVA BURNS LLC

s/Angelo J. Genova
ANGELO J. GENOVA

Approved and Agreed:
TOWNSHIP COUNCIL
TOWNSHIP OF WEST ORANGE

By:_____

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Genova Burns LLC

Newark, NJ • New York, NY • Lambertville, NJ • Philadelphia, PA • Jersey City, NJ • Basking Ridge, NJ