

TERRY O'NEIL, ESQ.
tonell@bsk.com
P: 516.267.6310
F: 516.267.6301
C: 516.857.1710

August 31, 2021

VIA ELECTRONIC AND FIRST CLASS MAIL

Donna Gayden, City Manager
City of Long Beach
City Hall
1 West Chester Street
Long Beach NY 11561-2001

Re: *Retention of Bond, Schoeneck & King, PLLC*

Dear Ms. Gayden:

This will confirm the City of Long Beach's ("the City") retention of the law firm of Bond, Schoeneck & King, PLLC, for professional services for a period of two (2) years from September 1, 2021 through August 31, 2023 at a fee of \$48,000 per year, payable in equal monthly installments.

The retainer shall cover negotiations and advice regarding the City's Collective Bargaining Agreements. This agreement shall include our professional services as negotiator, exclusive of administrative hearings, grievance arbitrations and other litigation. Included within the retainer are consultation with the City Council and Administration in preparation for negotiations and representation at negotiations, mediation and fact finding on behalf of the City with representatives of the above-mentioned units. Such services shall also include the drafting of collective bargaining agreements with said bargaining units; phone conferences, correspondence with and attendance at City Council meetings on a scheduled basis to discuss such collective bargaining agreements when necessary; and correspondence and consultation with the City Administration on a day-to-day basis regarding the administration of the collective bargaining agreements during their terms.

It is understood and agreed that if requested to represent the City for any interest arbitrations, improper practices, arbitrations, or other labor and employment law litigation related to the scope of the annual retainer, it shall be at the reduced hourly rate of \$315 per hour for Terry O'Neil or other senior partners, \$285 per hour for less senior members and \$275 for counsel and associates for professional time actually expended. If utilized, law graduate and paralegal time will be billed at \$120 per hour.

Donna Gayden, City Manager
August 31, 2021
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For all other federal and state litigation outside the scope of the retainer, the reduced hourly rates shall be:

- members – \$255 per hour
- associates - \$215 per hour
- of counsel-\$210 per hour
- paralegals -\$120 per hour

The hourly rates listed above for federal and state litigation are subject to annual reviews.

Time will be billed in units of one-tenth of an hour. Time records will be submitted and payments will be due on a monthly basis. Printouts of how the actual time was expended will also be provided with the bills. The City shall advise Bond, Schoeneck & King, PLLC, in writing of any difference it may have with any invoices within 30 days of receipt of the invoice.

The City may discharge us at any time. We may withdraw on written notification at any time with the City's consent, or for good cause without the City's consent. Good cause includes the City's breach of this agreement (including the City's failure to pay any statement when due), refusal or failure to cooperate with us, or any fact or circumstance that would render our continuing representation unlawful or unethical. Such termination shall be subject to the ethical standards in the Rules of Professional Conduct.

In the event the City terminates our services prior to August 31, 2023, Bond, Schoeneck & King, PLLC, shall be entitled to be paid for all time expended by members of the firm on behalf of the City in all labor and employment matters worked on under this retainer, from September 1, 2021 through and including the date services terminate. Payments for such services shall be computed at \$395 per hour for Terry O'Neil; and between \$375 and \$305 per hour for other partners, and \$285 per hour for associates. Such amount due will be reduced by amounts already paid under this retainer.

We will represent you by using lawyers who are best suited to handle issues as they arise. We will do everything we can to staff your matters efficiently so that the charges you incur are reasonable and consistent with your requirements. Terry O'Neil, Richard Finkel, Emily Iannucci and Jacqueline Giordano will be the attorneys from Bond, Schoeneck & King, PLLC, who will be primarily responsible for providing legal services to the City. Howard Miller, Jessica Moller and other partners and associates will also provide assistance when necessary.

You fully understand and acknowledge that there are no additional or different terms or agreements other than those expressly set forth in this written agreement.

Donna Gayden, City Manager
August 31, 2021
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You acknowledge that you have read and agreed to the attached Terms of Representation.

The agreement cannot be modified except by further written agreement signed by each party.

I encourage my clients to be fully informed about the status of their matters and the state of their accounts with us. To that end, I welcome your questions at any time about the progress of your matters, your bills, or anything else that you may feel appropriate.

If you are in agreement with the foregoing and it accurately represents your understanding of the City's retainer with us, please execute this letter, the enclosed copy of this letter, as well as a copy of the Council resolution authorizing its execution and return the original to me. Please retain a signed copy for your records.

We look forward to working with you.

Very truly yours,

BOND, SCHOENECK & KING, PLLC

Terry O'Neil
Member

TMO/fe
Enclosures

cc: Richard Finkel, Esq.
Richard Berrios, Esq.

AGREED AND ACCEPTED:

CITY OF LONG BEACH

By 
Donna Gayden, City Manager

9/10/2021
(Date)

(23)

Authorizing Resolution: # 141/21 (attached)

**BOND, SCHOENECK & KING, PLLC
TERMS OF REPRESENTATION**

These Terms of Representation, together with the accompanying engagement letter, constitute the agreement between Bond, Schoeneck & King, PLLC ("Bond" or "we") and the client or clients identified in that engagement letter (the "Client" or "you"), under which Bond will represent Client in the matter or matters described in the engagement letter.

1. **Our Client.** Our representation extends solely to Client, as identified in the accompanying engagement letter, and not to its constituents (including its officers, managers, members, directors, shareholders or employees) or to any affiliated or related entities, or their constituents. There are no third party beneficiaries of this agreement. Client understands that, unless appropriate written consents are obtained, it should not provide us with confidential information regarding any constituent or affiliated/related entity during the course of this representation (and doing so will not make the constituent or affiliate/related entity a client of Bond).

2. **Our Services.** The scope of our services is described in and strictly limited by the accompanying engagement letter. Any changes in scope must be confirmed in writing. Unless otherwise provided in the engagement letter, Bond is not serving as Client's general counsel nor is it responsible for determining whether Client has insurance coverage in connection with our representation, the amounts and limits of any such coverage, or notifying any insurance carrier of the existence of coverage, or our involvement in a matter.

When we provide you with our opinion regarding a matter, it will be based on our best professional judgment. However, that judgment is limited by the facts provided by you and known to us at that time, as well as the law as it then exists. It is expressly acknowledged by you that any such opinions shall not be considered by you as representations, promises or guarantees of results which might be obtainable, nor shall you consider any such opinions to be warranties or representations of a particular outcome or resolution of your matter.

3. **Client Responsibilities.** In order to ensure our ability to provide services to you, you agree to keep us informed of any relevant information or developments relating to your matter and to provide Bond with all pertinent information regarding the subject of our representation, or as otherwise reasonably requested by us. You also agree to cooperate fully, truthfully and timely with us, including making you, your employees or others available to us when necessary. You will keep us advised of how to contact you.

If, during the course of our representation of you, you affiliate with, acquire, are acquired by, or merge with another entity, you agree to provide us with sufficient notice to permit us to determine if that action gives rise to a conflict of interest with any of our other clients and, if so, agree that Bond may take any action that it believes is appropriate or necessary under the applicable Rules of Professional Conduct.

4. **Fees and Expenses.** Unless otherwise provided in the accompanying engagement letter, our billings with respect to this matter will be based on the time that our attorneys, paralegals, and other service professionals devote to it. The currently applicable rates are specified in the accompanying engagement letter.

Our bills to Client, which will be on a monthly basis (unless otherwise agreed to in the accompanying engagement letter) and payable within 30 days, will also include any expenses (copying charges, fax charges, postage, messenger services, mileage, long

distance telephone charges, computerized-research, e-discovery and other electronic data charges, etc.) incurred or advanced by us on Client's account or which are due to be paid on Client's account. These expenses may be incurred in the normal course without advance approval from Client. In-house charges (such as copying charges, fax charges, charges for processing, producing and/or storing e-discovery materials, etc.) will be billed at our standard charge rate. You agree that expenses incurred to third parties will either be forwarded to Client for direct payment or, if paid by our firm, billed to you at the rate charged by those third parties. If Client fails to make payment of our fees and disbursements as provided in this letter, consistent with our obligations to Client under the Rules of Professional Conduct, we may discontinue our representation of Client and/or take other appropriate action. Discontinuation of representation does not eliminate Client's responsibility for fees and expenses already incurred.

A Client may have insurance coverage that will apply to some or all of our fees and expenses. Regardless of the limits of that coverage (or its discontinuation), Client remains responsible to us for all billed fees and expenses.

We will bill Client for our time and expense in responding to subpoenas (or other judicial orders), auditor's letters or other proceedings, requests and requirements arising out of or related to our representation of Client in any matter.

If requested, we will, if possible, provide you with an estimate and/or budget for a matter. Such estimates/budgets, however, cannot be predicted with certainty and therefore are not binding unless we have expressly agreed to limit our fees accordingly.

If you disagree with any invoice, you must notify us of the nature of your dispute within 30 days of your receipt of that invoice. You agree that your failure to do so will result in that invoice becoming your final binding obligation.

While we make every effort to bill fairly and clearly, occasionally fee disagreements arise between attorneys and their clients. If there is any dispute regarding our fees, Client may have the right to arbitrate that dispute pursuant to 22 NYCRR part 137.

5. **Disputes and Claims.** Except to the extent required by 22 NYCRR part 137, any dispute or claim arising out of or in any way relating to the Firm's representation of you, including, but not limited to, any claim of tort, breach of fiduciary duty, legal malpractice, negligence or breach of contract shall be finally settled by confidential arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award may be entered in any court having jurisdiction thereof. The place of arbitration shall be in the city and state of the Bond office where the legal work was substantially performed. This agreement to confidential arbitration shall constitute an irrevocable waiver of each party's right to a trial by jury, but the arbitrators shall have the power to grant any remedy for money damages or equitable relief that would be available to

such party in a dispute before a court of law in the jurisdiction where the arbitration is being held. The Statute of Limitations for any such disputes or claims shall be two years from when the dispute or claim first arose. You acknowledge that, before agreeing to these terms, you have had a full and fair opportunity to consult with independent counsel concerning these specific provisions.

6. **Communications.** We agree that during the course of this engagement each of us will communicate and/or otherwise make documents available electronically, including through e-mail and/or the use of cloud computing. Although the use of technology involves some risk that third parties may access confidential communications, we both understand and agree that the benefits of using this technology outweigh the risks of unintended disclosure. If there are specific communications that you wish sent only through encrypted and/or password protected (or other) means, you agree to advise us. You will make sure that any computer or device you use in communicating with us is private and secure, password protected and not accessible by a third party, as that could impact the attorney-client privilege.

7. **In-Firm Privilege.** Our firm has a General Counsel who provides legal advice to our lawyers and staff. If any of Bond's lawyers representing you communicate with Bond's General Counsel (or his or her designee, including outside counsel) regarding our firm's rights and obligations with respect to its representation of you, you agree that those are privileged and confidential communications of Bond and protected by the attorney-client privilege. You will not be billed for those communications.

8. **Files.** Either during or at the conclusion of our representation of Client in connection with this matter, at its request and provided outstanding fees and costs have been paid, we will return to Client its papers and property in our possession, reserving the right at any time to convert and return file materials in electronic format, at our discretion. Client may be charged reasonable costs associated with researching, retrieving, compiling, copying and/or delivering file contents in response to Client's request. Our internal records and documents related to this representation will be retained solely by us. These internal materials include firm administrative records, time and expense reports, accounting records and internal work product (including notes, drafts, internal memoranda, research, etc., prepared for the internal use of our lawyers). We retain the right to destroy or dispose of these internal materials after a reasonable period of time following the end of our representation of Client, without further notice to you. Unless we notify you differently, we generally will maintain Client materials of significance for a period of seven years following the end of the matter. Thereafter, you agree that we may destroy them without further notice to you.

9. **Termination of Representation.** You have the right to terminate our representation at any time for any reason under the terms of the Engagement letter. We may terminate our representation of Client in accordance with the applicable Rules of Professional Conduct. Reasons for which we may terminate our representation of you include (but are not limited to): (1) nonpayment of our fees or expenses; (2) your failure or refusal to cooperate as needed; (3) your misrepresentation of or failure to disclose material facts; (4) your refusal to accept our advice; (5) discovery of a conflict with another client of Bond; (6) your material breach of our engagement letter and/or these Terms; or (7) any other reason permitted or required under the applicable Rules of Professional Conduct. In the event that we terminate this

engagement before completion, we will take such steps as are reasonably practicable to protect your interests in the matter, and you agree to cooperate in any action necessary for our withdrawal. We will be entitled to be paid for all services rendered and other costs or expenses incurred on your behalf through the date of withdrawal. If withdrawal is subject to approval by a court or arbitration panel, we will promptly request such permission, and your consent to withdrawal shall not be unreasonably withheld. Unless terminated earlier, our representation of Client will terminate upon completion of the services which we were retained to provide. Files will be returned pursuant to Section "8" above and consistent with the Rules of Professional Conduct.

10. **Governing Law and Venue.** The rights and obligations of you and Bond arising under or in connection with our representation of you on this matter will be governed by the laws of the state of the Bond office where the legal work was substantially performed without regard to conflicts of laws principles. In the event that any part or parts of these Terms and Conditions of Representation are deemed to be unlawful, all other provisions remain in full force and effect.

11. **Waiver of Conflicts.** During the term of this engagement, we agree that we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we have made full disclosure to you of all the relevant facts, circumstances and implications of our undertaking the two representations, and you have consented to our representation of the other client and agreed to waive any existing conflict. You agree, however, that you will not unreasonably withhold your consent and waiver of any conflict if we can confirm to you in good faith that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) our representation of the other client will not implicate any confidential information we have received from you; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances and implications of our undertaking the two representations.

12. **Acceptance of Terms of Representation.** Your agreement to this engagement constitutes your knowing acceptance of the foregoing Terms of Representation, and an acknowledgement that you have had the right to consult with independent counsel regarding all of them. If any of them are unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete and consistent understanding of our relationship.

September 9, 2021

Item No. 8
Resolution No. 141/21

The following Resolution was moved by Mr. Mandel
and seconded by Mr. Delury :

Resolution Authorizing the Continued Retention of Special
Labor Counsel.

WHEREAS, the City of Long Beach desires to continue the retention of the law firm of Bond Schoeneck & King, who specialize in representing management in the area of labor and employment law and to represent the City in connection with the negotiation, administration and disputes of labor agreements; and

WHEREAS, Bond Schoeneck & King, 1010 Franklin Avenue, Garden City, New York 11530 have agreed to act as the labor relations consultant for the City at an annual retainer of \$48,000.00, for a term of two years, beginning September 1, 2021 through August 31, 2023;

NOW, THEREFORE, be it


RESOLVED, by the City Council of the City of Long Beach, New York that the City Manager and the Corporation Counsel may retain Bond Schoeneck & King, 1010 Franklin Avenue, Garden City, New York 11530 to perform legal services on behalf of the City on all labor negotiations with the City's unions, at an annual retainer of \$48,000.00, for a term of two years, beginning September 1, 2021 through August 31, 2023. Funds are available in Account No. A1420.54453 (Corporation Counsel-Consultants).

APPROVED:



City Manager - Donna M. Gayden

APPROVED AS TO FUNDS:



City Comptroller - Inna Reznik

APPROVED AS TO FORM & LEGALITY:



Corporation Counsel - Richard Berrios

VOTING:

Council Member Delury - AYE

Council Member Mandel - AYE

Council Member Treston - AYE

Vice President McInnis - AYE

President Bendo - AYE

BOND SCHOENECK & KING

1010 Franklin Avenue, Suite 200 | Garden City, NY 11530-2900 | bsk.com

TERRY O'NEIL, ESQ.
toneil@bsk.com
P: 516.267.6310
F: 516.267.6301
C: 516.867.1710

January 13, 2020

City of Long Beach
1 West Chester Street
Long Beach, NY 11561-2001

Attention: Acting City Manager
John Miranda

Re: *Retention of Bond, Schoeneck & King, PLLC*

Dear Mr. Miranda:

This will confirm the City's retention of the law firm of Bond, Schoeneck & King, PLLC effective January 1, 2020 in relation to providing labor and employment law services, at a reduced blended rate of \$315 per hour for partners and \$285 per hour for associates, plus reasonable expenses incurred. There will be no review of these rates until October 2021. No travel time will be billed for Terry O'Neil and for other attorneys it will be a maximum of one (1) hour. The City agrees that these fees are reasonable. We have found that settling forth the basic terms of our engagement at the outset of our representation benefits both us and our client. Those terms are set forth in the enclosed "Terms of Representation," except as otherwise modified herein.

Our billings will be based on the time (in tenths of an hour increments) that our attorneys devote to it. Myself, Richard Finkel and Emily Iannucci will be the attorneys primarily responsible for your work. Other attorneys may also be used as appropriate.

You acknowledge that you have read this agreement in its entirety, have had full opportunity to consider its terms, have had a full and satisfactory explanation of same, and fully understand its terms and agree to such terms. You fully understand and acknowledge that there are no additional or different terms or agreements other than those expressly set forth in this written agreement. The agreement cannot be modified except by further written agreement signed by each party.

I encourage my clients to be fully informed about the status of their matters and the state of their accounts with us. To that end, I welcome any questions about the progress of the City's matters, its bills, or anything else that you may feel appropriate.

191626.1 1/13/2020

Mr. John Miranda
Acting City Manager
January 13, 2020
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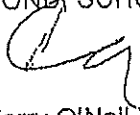
This retainer may be terminated at any time.

If you are in agreement with the foregoing and it accurately represents your understanding of the City's retainer with us, please execute the enclosed copy of this letter and return it and the attachments to me. Please retain a signed copy for your records. If not, kindly contact me immediately.

We look forward to continuing our work with the City.

Very truly yours,

BOND, SCHOENECK & KING, PLLC




Terry O'Neil
Enc.

Cc: Gregory Kalnitsky, Esq.
Acting Corporation Counsel

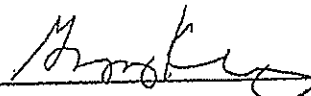
AGREED AND ACCEPTED:

CITY OF LONG BEACH

By: 
John Miranda

Date: 1/13/2020

Approved as to Form:


Attorney
Corporation Counsel

BOND, SCHOENECK & KING, PLLC
TERMS OF REPRESENTATION

These Terms of Representation, together with the accompanying engagement letter, constitute the agreement between Bond, Schoeneck & King, PLLC ("Bond" or "we") and the client or clients identified in that engagement letter (the "Client" or "you"), under which Bond will represent Client in the matter or matters described in the engagement letter.

1. **Our Client.** Our representation extends solely to Client, as identified in the accompanying engagement letter, and not to its constituents (including its officers, managers, members, directors, shareholders or employees) or to any affiliated or related entities, or their constituents. There are no third party beneficiaries of this agreement. Client understands that, unless appropriate written consents are obtained, it should not provide us with confidential information regarding any constituent or affiliated/related entity during the course of this representation (and doing so will not make the constituent or affiliated/related entity a client of Bond).

2. **Our Services.** The scope of our services is described in and strictly limited by the accompanying engagement letter. Any changes in scope must be confirmed in writing. Unless otherwise provided in the engagement letter, Bond is not serving as Client's general counsel nor is it responsible for determining whether Client has insurance coverage in connection with our representation, the amounts and limits of any such coverage, or notifying any insurance carrier of the existence of coverage, or our involvement in a matter.

When we provide you with our opinion regarding a matter, it will be based on our best professional judgment. However, that judgment is limited by the facts provided by you and known to us at that time, as well as the law as it then exists. It is expressly acknowledged by you that any such opinions shall not be considered by you as representations, promises or guarantees of results which might be obtainable, nor shall you consider any such opinions to be warranties or representations of a particular outcome or resolution of your matter.

3. **Client Responsibilities.** In order to ensure our ability to provide services to you, you agree to keep us informed of any relevant information or developments relating to your matter and to provide Bond with all pertinent information regarding the subject of our representation, or as otherwise reasonably requested by us. You also agree to cooperate fully, truthfully and timely with us, including making you, your employees or others available to us when necessary. You will keep us advised of how to contact you.

If, during the course of our representation of you, you affiliate with, acquire, are acquired by, or merge with another entity, you agree to provide us with sufficient notice to permit us to determine if that action gives rise to a conflict of interest with any of our other clients and, if so, agree that Bond may take any action that it believes is appropriate or necessary under the applicable Rules of Professional Conduct.

4. **Fees and Expenses.** Unless otherwise provided in the accompanying engagement letter, our billings with respect to this matter will be based on the time that our attorneys, paralegals, and other service professionals devote to it. The currently applicable rates may be specified in the accompanying engagement letter. It is our practice to increase our hourly rates from time to time, generally effective each October 1.

Our bills to Client, which will be on a monthly basis (unless otherwise agreed to in the accompanying engagement letter) and payable within 30 days, will also include any expenses (copying

charges, fax charges, postage, messenger services, mileage, long distance telephone charges, computerized-research, e-discovery and other electronic data charges, etc.) incurred or advanced by us on Client's account or which are due to be paid on Client's account. These expenses may be incurred in the normal course without advance approval from Client. In-house charges (such as copying charges, fax charges, charges for processing, producing and/or storing e-discovery materials, etc.) will be billed at our standard charge rate. You agree that expenses incurred to third parties will either be forwarded to Client for direct payment or, if paid by our firm, billed to you at the rate charged by those third parties. If Client fails to make payment of our fees and disbursements as provided in this letter, consistent with our obligations to Client under the Rules of Professional Conduct, we may discontinue our representation of Client and/or take other appropriate action. Discontinuation of representation does not eliminate Client's responsibility for fees and expenses already incurred. In addition, we reserve the right to assess a monthly service charge of 2% per month on any accounts more than 30 days in arrears. In no event will the service charge be greater than that permitted by any applicable law. We also reserve the right to charge a service fee of no more than 2% for payment of fees and/or disbursements by credit card.

A Client may have insurance coverage that will apply to some or all of our fees and expenses. Regardless of the limits of that coverage (or its discontinuation), Client remains responsible to us for all billed fees and expenses.

We will bill Client for our time and expense in responding to subpoenas (or other judicial orders), auditor's letters or other proceedings, requests and requirements arising out of or related to our representation of Client in any matter.

If requested, we will, if possible, provide you with an estimate and/or budget for a matter. Such estimates/budgets, however, cannot be predicted with certainty and therefore are not binding unless we have expressly agreed to limit our fees accordingly.

If you disagree with any invoice, you must notify us of the nature of your dispute within 30 days of your receipt of that invoice. You agree that your failure to do so will result in that invoice becoming your final binding obligation.

While we make every effort to bill fairly and clearly, occasionally fee disagreements arise between attorneys and their clients. If there is any dispute regarding our fees, Client may have the right to arbitrate that dispute pursuant to 22 NYCRR part 137.

5. **Disputes and Claims.** Except to the extent required by 22 NYCRR part 137, any dispute or claim arising out of or in any way relating to the Firm's representation of you, including, but not limited to, any claim of tort, breach of fiduciary duty, legal malpractice, negligence or breach of contract shall be finally settled by confidential arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award may be entered in any court having jurisdiction thereof. The place of arbitration shall be in the city and state of the Bond office where the legal work was substantially performed. This agreement to confidential

arbitration shall constitute an irrevocable waiver of each party's right to a trial by jury, but the arbitrators shall have the power to grant any remedy for money damages or equitable relief that would be available to such party in a dispute before a court of law in the jurisdiction where the arbitration is being held. The Statute of Limitations for any such disputes or claims shall be two years from when the dispute or claim first arose. You acknowledge that, before agreeing to these terms, you have had a full and fair opportunity to consult with independent counsel concerning these specific provisions.

6. **Communications.** We agree that during the course of this engagement each of us will communicate and/or otherwise make documents available electronically, including through e-mail and/or the use of cloud computing. Although the use of technology involves some risk that third parties may access confidential communications, we both understand and agree that the benefits of using this technology outweigh the risks of unintended disclosure. If there are specific communications that you wish sent only through encrypted and/or password protected (or other) means, you agree to advise us. You will make sure that any computer or device you use in communicating with us is private and secure, password protected and not accessible by a third party, as that could impact the attorney-client privilege.

7. **In-Firm Privilege.** Our firm has a General Counsel who provides legal advice to our lawyers and staff. If any of Bond's lawyers representing you communicate with Bond's General Counsel (or his or her designee, including outside counsel) regarding our firm's rights and obligations with respect to its representation of you, you agree that those are privileged and confidential communications of Bond and protected by the attorney-client privilege. You will not be billed for those communications.

8. **Files.** Either during or at the conclusion of our representation of Client in connection with this matter, at its request and provided outstanding fees and costs have been paid, we will return to Client its papers and property in our possession, reserving the right at any time to convert and return file materials in electronic format, at our discretion. Client may be charged reasonable costs associated with researching, retrieving, compiling, copying and/or delivering file contents in response to Client's request. Our internal records and documents related to this representation will be retained solely by us. These internal materials include firm administrative records, time and expense reports, accounting records and internal work product (including notes, drafts, internal memoranda, research, etc., prepared for the internal use of our lawyers). We retain the right to destroy or dispose of these internal materials after a reasonable period of time following the end of our representation of Client, without further notice to you. Unless we notify you differently, we generally will maintain Client materials of significance for a period of seven years following the end of the matter. Thereafter, you agree that we may destroy them without further notice to you.

9. **Termination of Representation.** You have the right to terminate our representation at any time for any reason. However, termination does not affect your responsibility for our fees and expenses. We may terminate our representation of Client in accordance with the applicable Rules of Professional Conduct. Reasons for which we may terminate our representation of you include (but are not limited to): (1) nonpayment of our fees or expenses; (2) your failure or refusal to cooperate as needed; (3) your misrepresentation or failure to disclose material facts; (4) your refusal to accept our

advice; (5) discovery of a conflict with another client of Bond; (6) your material breach of our engagement letter and/or these Terms; or (7) any other reason permitted or required under the applicable Rules of Professional Conduct. In the event that we terminate this engagement before completion, we will take such steps as are reasonably practicable to protect your interests in the matter, and you agree to cooperate in any action necessary for our withdrawal. We will be entitled to be paid for all services rendered and other costs or expenses incurred on your behalf through the date of withdrawal. If withdrawal is subject to approval by a court or arbitration panel, we will promptly request such permission, and your consent to withdrawal shall not be unreasonably withheld. Unless terminated earlier, our representation of Client will terminate upon completion of the services which we were retained to provide. Files will be returned pursuant to Section "8" above and consistent with the Rules of Professional Conduct.

10. **Governing Law and Venue.** The rights and obligations of you and Bond arising under or in connection with our representation of you on this matter will be governed by the laws of the state of the Bond office where the legal work was substantially performed without regard to conflicts of laws principles. In the event that any part or parts of these Terms and Conditions of Representation are deemed to be unlawful, all other provisions remain in full force and effect.

11. **Waiver of Conflicts.** During the term of this engagement, we agree that we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we have made full disclosure to you of all the relevant facts, circumstances and implications of our undertaking the two representations, and you have consented to our representation of the other client and agreed to waive any existing conflict. You agree, however, that you will not unreasonably withhold your consent and waiver of any conflict if we can confirm to you in good faith that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) our representation of the other client will not implicate any confidential information we have received from you; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances and implications of our undertaking the two representations.

12. **Acceptance of Terms of Representation.** Your agreement to this engagement constitutes your knowing acceptance of the foregoing Terms of Representation, and an acknowledgement that you have had the right to consult with independent counsel regarding all of them. If any of them are unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete and consistent understanding of our relationship.