



City of Long Beach

ONE WEST CHESTER STREET
LONG BEACH, NEW YORK 11561

TEL: (516) 431-1000

FAX: (516) 431-1016

COREY E. KLEIN
CORPORATION COUNSEL

Robert M. Agostisi
Assistant Corporation Counsel

Noreen O. Costello
Assistant Corporation Counsel

Charles M. Geiger
Assistant Corporation Counsel

Philip Popper
Assistant Corporation Counsel

November 5, 2010

Edward G. McCabe, Esq.
P.O. Box 250
Brightwaters, New York 11718

Re: The Arena v City of Long Beach

Dear Ed:

Enclosed is a fully executed copy of the retainer agreement in the referenced matter.

Thank you.

Very truly yours,

Corey E. Klein
Corporation Counsel

CEK:do
Enclosure



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Edward G. McCabe

Attorney at Law

Tel: 516-506-1154 • Fax: 631-206-9197

emccabelaw@hotmail.com

October 14, 2010

Corey Klein, Esq.
Corporation Counsel
City of Long Beach
1 West Chester Street
Long Beach, NY 11561

Re: The Arena v. Long Beach

Dear Corey:

Enclosed please find the latest invoice and retainer agreement. Please execute a retainer and return one to me. There has been a slight decrease in the billing rate. As you are aware the conference is now on for December 9, 2010. I will call you in November concerning the discovery.

Please call me if you have any questions. Thank you.

Very truly yours,



Edward G. McCabe

2010 OCT 19 AM 11:05
CORPORATION COUNSEL
CITY OF LONG BEACH
LONG BEACH, N.Y.
RECEIVED

RETAINER AGREEMENT

THIS IS AN AGREEMENT for legal services by and between Edward G. McCabe, Esq., ("Attorney") with offices at 6800 Jericho Turnpike and a mailing address of PO Box 250, Brightwaters, New York and the City of Long Beach. ("Client").

RETENTION

The Client has retained Attorney in the matter of *The Arena vs. The City of Long Beach* which is pending in the New York State Supreme Court, Nassau County before the Hon. Steven A. Bucaria. This agreement does not apply to any potential appeal or post judgment application or proceeding and such representation is contingent on the parties mutually agreeing to the terms of a new retainer agreement. Client hereby authorizes Attorney to take such action as Attorney deems necessary to protect Clients interests herein and Client agrees to pay all legal fees and associated costs herein. Attorney agrees, at all possible times to consult with client prior to taking such action.

INITIAL RETAINER

Attorney agrees to waive the initial retainer. The Client further understands that he will be billed at an hourly rate of \$350.00 and that bills will be billed on at least a monthly basis for services. It is estimated that services herein may consist of discovery, depositions, motion practice, preparation for trial, court appearances, trial and preparation of charges for the jury.

CLIENT'S RIGHTS

Attorney shall keep client informed of the status of the case and will explain the laws pertinent to the situation, the available courses of action and the risks associated. Attorney will be available for meetings and telephone conferences with Client appearances.

WITHDRAWAL AS COUNSEL

Attorney shall have the right to withdraw as counsel if Attorney decides there has been an irretrievable breakdown in the Attorney-Client relationship or a material breach of this Agreement and Attorney may make application to the Court, on notice to you, of his intent to do so. A failure to pay legal fees for thirty days is such a material breach. If any fees are due and owing at the time of such withdrawal Attorney may seek a retaining lien and all other alternative remedies.

ARBITRATION

While attorney seeks to avoid fees disputes with his Client, in the event of such dispute you have the right to arbitration, at your election, to resolve this dispute . In such event you will be advised by certified mail that you have thirty (30) days from receipt of such notice in which to elect to resolve the dispute by arbitration and I shall enclose a copy of those rules and a form requesting arbitration. The decision of the Arbitrator is binding upon Client and Attorney.

CLIENT'S ACKNOWLEDGEMENT AND UNDERSTANDING

Client acknowledges that he has read this retainer agreement and that he has had the full opportunity to consider its terms, has had the opportunity to discuss such with Attorney and that he understands the terms. Client acknowledges that there are no other or different terms other than what is contained herein. Client acknowledges that he has been provided with a Statement of Client's Rights and Responsibilities.


RIGHT TO DISCHARGE ATTORNEY

Client has the absolute right to discharge attorney and cancel this agreement at any time. You are subject to fees up to the time of discharge.

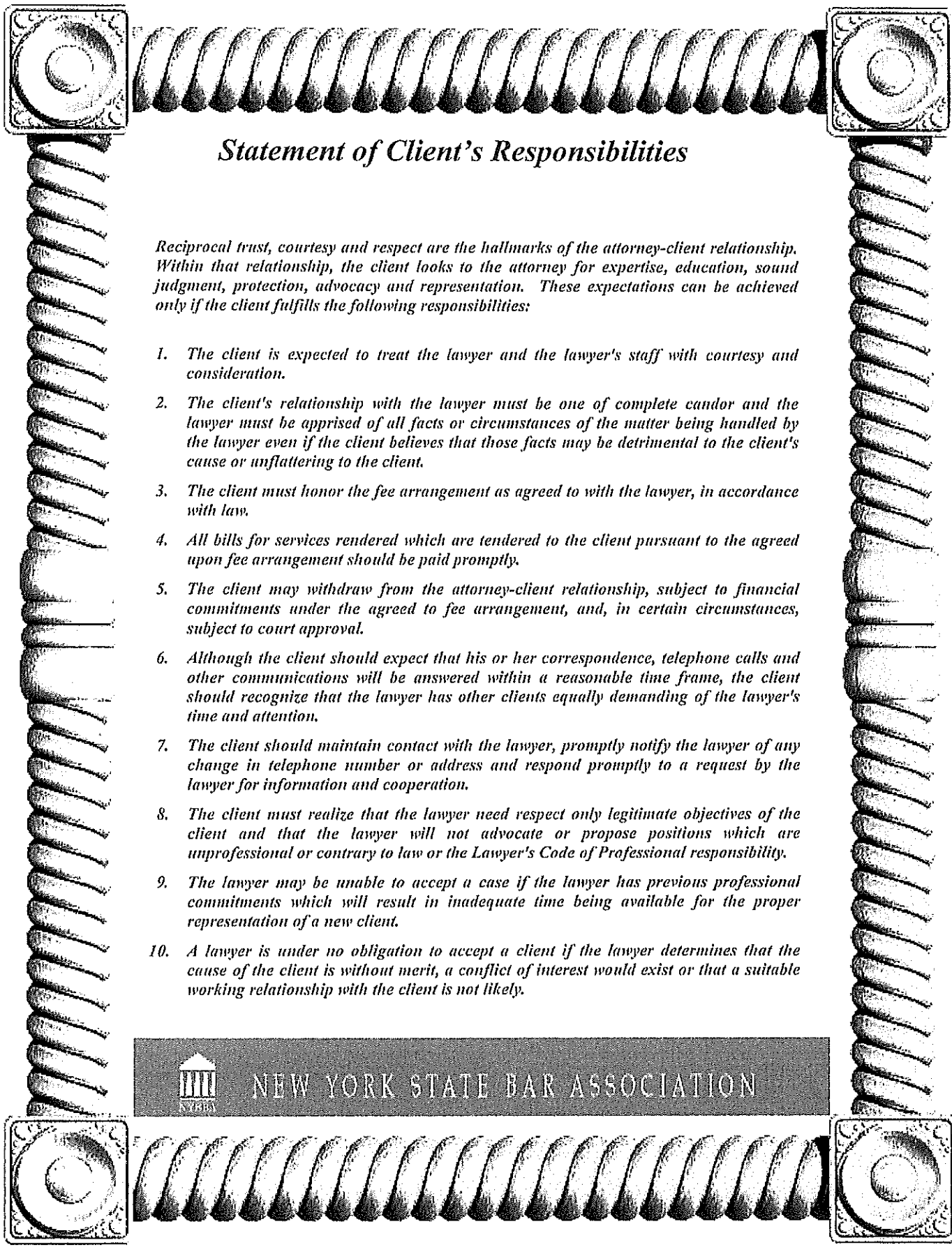
Dated: October 14, 2010



Edward G. McCabe, Esq.



Corey Klein, Esq.
Corporation Counsel
for the City of Long Beach



Statement of Client's Responsibilities

Reciprocal trust, courtesy and respect are the hallmarks of the attorney-client relationship. Within that relationship, the client looks to the attorney for expertise, education, sound judgment, protection, advocacy and representation. These expectations can be achieved only if the client fulfills the following responsibilities:

- 1. The client is expected to treat the lawyer and the lawyer's staff with courtesy and consideration.*
- 2. The client's relationship with the lawyer must be one of complete candor and the lawyer must be apprised of all facts or circumstances of the matter being handled by the lawyer even if the client believes that those facts may be detrimental to the client's cause or unflattering to the client.*
- 3. The client must honor the fee arrangement as agreed to with the lawyer, in accordance with law.*
- 4. All bills for services rendered which are tendered to the client pursuant to the agreed upon fee arrangement should be paid promptly.*
- 5. The client may withdraw from the attorney-client relationship, subject to financial commitments under the agreed to fee arrangement, and, in certain circumstances, subject to court approval.*
- 6. Although the client should expect that his or her correspondence, telephone calls and other communications will be answered within a reasonable time frame, the client should recognize that the lawyer has other clients equally demanding of the lawyer's time and attention.*
- 7. The client should maintain contact with the lawyer, promptly notify the lawyer of any change in telephone number or address and respond promptly to a request by the lawyer for information and cooperation.*
- 8. The client must realize that the lawyer need respect only legitimate objectives of the client and that the lawyer will not advocate or propose positions which are unprofessional or contrary to law or the Lawyer's Code of Professional responsibility.*
- 9. The lawyer may be unable to accept a case if the lawyer has previous professional commitments which will result in inadequate time being available for the proper representation of a new client.*
- 10. A lawyer is under no obligation to accept a client if the lawyer determines that the cause of the client is without merit, a conflict of interest would exist or that a suitable working relationship with the client is not likely.*



NEW YORK STATE BAR ASSOCIATION

Statement of Client's Rights
(As adopted by the Administrative Board of the Courts)

1. *You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and personnel in your lawyer's office.*
2. *You are entitled to an attorney capable of handling 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 withdraw from 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 a reasonable fee and to have your lawyer explain at the outset how the fee 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 fee arrangement 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 in a prompt manner and to have your telephone calls returned promptly.*
6. *You are entitled to be kept informed as to the status of your matter and to request and receive copies of papers. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter.*
7. *You are entitled to have your legitimate objectives respected by your attorney, including whether or not to settle your matter (court approval of a settlement is required in some matters).*
8. *You have the right to privacy in your dealings with your lawyer and to have your secrets and confidences preserved to the extent permitted by law.*
9. *You are entitled to have your attorney conduct himself or herself ethically in accordance with the Code of Professional Responsibility.*
10. *You may not be refused representation on the basis of race, creed, color, age, religion, sex, sexual orientation, national origin or disability.*



NEW YORK STATE BAR ASSOCIATION