

ENGAGEMENT AGREEMENT

City of Hudson, Ohio
c/o Thomas Sheridan
City Manager
1140 Terex Road,
Hudson, Ohio 44236

RE: Representation of the City of Hudson (“Client”)

Thank you for your interest in Roderick Linton Belfance, LLP (“RLB”) for the purpose of obtaining legal services regarding the administrative appeal, Mandamus action and public records requests filed by Nicole Kowalski against the City of Hudson.

Scope of Services

We contemplate RLB’s services to include legal research, the drafting of documents, pleadings and discovery; review of documents, filing of documents; attending court hearings and settlement conferences; and any telephone calls, emails, correspondence or conferences necessary to effectuate any of the aforementioned services.

Fees, Disbursements and Other Charges

RLB’s services are billed on an hourly basis, with the time being charged on a tenth of the hour basis. RLB proposes to charge Client an hourly rate is \$250.00 per hour for all attorney services. Work performed by paralegals and staff will not be billed to Client. Fees and litigation costs will be billed on a monthly basis.

All legal work performed for Client will be at the direction of firm principal Theodore J. Lesiak. We will use our discretion in staffing to provide services in the most economical manner to you.

The above rates are reviewed annually, at least, and you will be notified of any changes in the rate schedules.

In addition to our fees, RLB will be entitled to payment or reimbursement for necessary costs and expenses incurred in performing services, including but not limited to deposition costs, messenger and delivery service, computerized research, court costs and filing fees. Court costs and filing fees shall be advanced prior to filing. Unless special

arrangements are made at the outset, fees and expenses of others will not be paid by us and will be the responsibility of, and billed directly to Client.

If legal services and costs are billed in a monthly statement, the amount due is payable within thirty (30) days of receipt.

Termination of Services

RLB reserves the right to withdraw from representation if, among other things, Client fails to honor the terms of this engagement letter including nonpayment of fee statements, Client fails to cooperate or follow advice on a material matter, or if any fact or circumstance arises or is discovered that would, in our view, render our continuing representation unlawful or unethical. You should be aware of an ethical requirement imposed upon all Ohio lawyers. If a client, in the course of representation by a lawyer, perpetrates a fraud upon any person or tribunal, the lawyer is obligated to call upon the client to rectify the same. If the client refuses or is unable to do so, the attorney is required to reveal the fraud to the affected person or tribunal.

Client has the right to terminate the services of RLB at any time.

Litigation and Negotiation

Since the outcome of negotiations and litigation is subject to factors, which cannot always be foreseen, it is understood that we have made no promises or guarantees to you concerning the outcome and cannot do so. Nothing in this letter shall be construed as such a promise or guarantee.

We look forward to working with you on your future endeavors.

RODERICK LINTON BELFANCE LLP

Theodore J. Lesiak, Principal

Client agrees to retain you and engage your services pursuant to the terms set forth in this letter.

Date: February 1, 2023

Authorized by Resolution No. _____

Thomas Sheridan, City Manager, City of
Hudson, Ohio