LAW OFFICES
of
EDWARD
NUSBAUM
P.C.

Edward Nusbaum
enusbaum@nusbaumfamilylaw.com

Harold Haldeman
hhaldeman@nusbaumfamilylaw.com

Maura A. Smith
msmith@nusbaumfamilylaw.com
also admitted in NY, FL, and TN

April 27, 2020

VIA E-MAIL:
kriordan127@gmail.com

Ms. Karen Riordan
51 Trolley Road
Guilford, CT 06437

Re: Karen Riordan v. Christopher Ambrose

Dear Karen:

Enclosed for your signature is this firm's retainer agreement. After you review the attached retainer agreement, call me if you have any questions, and if you have none, please sign on the last page above the line where your name appears. Please forward your check in the sum of $25,000 and e-mail a signed copy of the retainer agreement to me as follows: enusbaum@nusbaumfamilylaw.com.

If you prefer to wire the retainer to us, please advise, and I will e-mail the wire transfer instructions.

If you have any other questions in connection with this matter, please feel free to contact me.

I look forward to working with you.

Very truly yours,

EDWARD NUSBAUM

mll-Attach.

212 Post Road West • Westport, Connecticut 06880 • Telephone (203) 226-8181 • Facsimile (203) 226-6691

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April 27, 2020

VIA E-MAIL ONLY:

Ms. Karen Riordan
51 Trolley Road
Guilford, CT 06437

Re: Karen Riordan v. Christopher Ambrose

Dear Karen: :

The purpose of this agreement is to confirm the Law Offices of Edward Nusbaum P.C.'s (the "Firm") arrangement with you concerning its fees for legal representation that the Firm will render to you in the above-referenced matter. Throughout the course of this Firm's representation of you in this matter, the Firm will at its discretion assign one or more of the Firm's attorneys to perform legal work on your file. The Firm may also assign one or more of the Firm's paralegals to work on your file, under the supervision of an attorney. This office's billing practice is to charge hourly for an attorney's and a paralegal's service based upon their respective hourly rates. The hourly rates currently charged by the Firm in domestic relations matters are as follows:

Attorneys:

Edward Nusbaum, Esq.	$ 750.00 per hour;
Harold W. Haldeman, Esq.	$ 700.00 per hour.
Maura A. Smith, Esq.	$ 700.00 per hour.

Paralegal:

Marilyn L. Leahy	$ 275.00 per hour.

Administrative Assistant:

Christine E. Seagren	$ 125.00 per hour.

This Firm's practice is to annually review the hourly rates that the attorneys and paralegals charge to the Firm's clients. In the event that the Firm increases any or all of the hourly rates, then the Firm will provide you with notice of any applicable rate change no sooner than thirty (30) days prior to a billing cycle in which the rate changes are applied prospectively. You agree to pay any fees that you incur arising from any new rates as may be applied and any rate increase will be reflected in the monthly bill that this Firm sends to you.

Billable time includes all legal services provided to you by the Firm's attorneys and paralegals, including: time expended during attendance at court; preparation for hearings and trials; participation in conferences and telephone conferences; preparation and review of pleadings, correspondence, e-mails; legal research; intra-office conferences between and/or among attorneys and/or paralegals employed by the Law Offices of Edward Nusbaum P.C.; as well as time expended traveling portal to portal in connection with court appearances, depositions and meetings outside of this office; and any other work that this office performs in the course of its representation of your interests in this matter. We cannot determine in advance the amount of time that will be required to represent you in this matter, nor can we make any reasonable estimate as to the amount of the total fee.

In addition to this Firm's fees, you agree to pay for disbursements and/or costs that this office incurs in connection with this case. Those expenses include, but are not limited to, payment of court filing fees, marshal's fees, travel costs, stenographic fees, computerized research, facsimile and copying charges for copies reproduced in this office at the cost of $0.25 per page, and copying fees charged by external copy service providers in connection with the duplication of your file, overnight mail and courier services and payment of fees of experts whom we deem appropriate, and to whom you have consented hiring, to assist the Firm in its representation of you. If such costs can be calculated beforehand, and appear to be substantial, the Firm, at its sole discretion, may require that you advance those sums before the Firm expends them. Alternatively, the Firm may require that you pay the vendor directly.

At the conclusion of this matter, we will retain your paper legal files for a period of seven (7) years after we close our file. At the expiration of the seven (7) year period, we will destroy these paper files unless you notify us in writing that you

wish to take the possession of them. We reserve the right to charge administrative fees and costs associated with research, retrieving, copying and delivering such files.

Prior to commencing any work, or filing an appearance on your behalf, the Firm requires that you deposit a retainer in the amount of $25,000.00, which shall be used to satisfy the firm's fees. You agree to replenish your retainer on a monthly basis in amounts equal to not less than the prior month's invoices so that the amount of the retainer that you maintain on account with the Firm never totals less than $25,000.00. However, you understand and agree that the Firm may, at its sole discretion, require you to deposit a retainer that exceeds $25,000.00 if the Firm anticipates expending substantial time that would fully deplete the $25,000.00 retainer during any given month. Any unused portion of your retainer will be refunded to you.

You will receive monthly statements that detail the services rendered by the Firm and disbursements incurred by the Firm on your behalf during the previous months. Those statements will state the dates on which the work was performed, as well as the nature of the tasks performed, the time expended for which you will be charged in minimum increments of not less than 1/10 of 1 hour (.1 hours) for each task performed, the initials of the attorney and/or paralegal who performed the services, and the fee charged for those tasks. If you have any questions about, or objections to, a time entry on an invoice, then, you agree to address your comments to the Firm not later than thirty (30) days of the receipt of that invoice.

If you exhaust your retainer and fail to replenish it in accordance with the above provisions, then you agree to pay a charge equal to one (1%) per cent per month on any unpaid fee that you owe to the Firm. In addition, you agree to pay to the Firm any and all costs that the Firm incurs to enforce the terms of this Agreement, including, but not limited to, attorneys' fees and experts' fees incurred by the Firm, whether or not a civil action has actually been initiated, as well as all prejudgment and statutory interest allowable by law. No modification of any of the terms of this agreement will be valid unless they are in writing.

In domestic relations cases, all or part of the Firm's fees may sometimes be recoverable from the other party. If that occurs, any funds that the Firm receives

will be credited to your account. However, you are ultimately responsible for payment of all of the legal fees incurred in this matter.

The Firm will keep you informed from time to time about the status of your case. If you wish, the Firm will provide you with copies of all pleadings and correspondence filed in this matter. In order to maximize your prospects of obtaining the best possible result, it is important that you cooperate in submitting any information that we ask of you. It is also important that you understand and seriously consider the advice that the Firm provides to you. If at some time the attorney-client relationship deteriorates, the Firm may request the court to permit us to terminate our representation of you. The Firm may move to withdraw in the following circumstances:

1. A lack of cooperation by you in promptly submitting necessary requested information;

2. You knowingly provide us with false information; or your direction that a lawyer take an action that violates one or more of the Rules of Professional Conduct;

3. Your disregard of advice about matters of critical importance to your case;

4. Your failure to promptly pay legal fees, which you agree would constitute good cause for our withdrawal as your attorney; or

5. Other good cause for withdrawal exists.

In the event that you and this Firm, its individual attorneys and/or paralegals have a dispute arising out of or relating to any aspect of our relationship, including, but not limited to, issues pertaining to payment of attorney's fees and/or disbursements, or issues pertaining to the quality or adequacy of this Firm's representation of your interests you, the Firm and/or its employees all agree to submit any and all disputes to binding arbitration in lieu of litigating our disputes in a court of law. You and this Firm both agree to waive any statutory or common law claims to any punitive damages awards.

We agree that any and all disputes between you, the Firm and/or its employees shall be adjudicated by one arbitrator who shall be an attorney licensed to practice law in the State of Connecticut, and who shall be a member of the Connecticut Bar Association's Family Law Section, and who shall maintain offices in Fairfield County. We agree to jointly select an arbitrator within two weeks of the date on which a written demand for arbitration is made. In the event that we are unable to agree upon an arbitrator, then you and this Firm shall each select and employ an arbitrator who meets the above qualifications, and those two arbitrators shall in turn jointly select a third arbitrator who also meets the above qualifications. The three arbitrators shall, as a panel, collectively arbitrate any issue submitted to the panel, and the resolution of any issue submitted shall be determined by a majority vote of the members of the panel. We agree that any disputes shall be governed by Connecticut law, and that any dispute will be arbitrated not later than sixty (60) days subsequent to the submission of the issue to the arbitrator, or panel, as the case may be. You, this Firm and its employees expressly agree to be bound by the decision of the arbitrator/panel, and we agree to waive the right to conduct discovery during the arbitration, and to a trial by a Court or a jury concerning any dispute that we may have. Both you and this Firm also waive any right to appeal the decision of the arbitrator/panel, and we further agree that the arbitrator's/panel's decision shall, at either party's request, be entered as a judgment by a judge of the Superior Court of the State of Connecticut. We further agree that the arbitrator's/panel's finding shall be completely confidential and shall not be disclosed to third parties other than to our legal representatives, and to the Superior Court of the State of Connecticut for the purpose of converting the decision into a judgment (if a party elects to obtain a judgment).

The cost of the arbitrator's/panel's fees shall be paid in its entirety at the conclusion of the arbitration by the party who does not prevail as a result of the arbitration process. Prior to the adjudication of these issues by the arbitrator/panel, the parties shall share equally the fees of the arbitrator/panel and the losing party shall reimburse the prevailing party the costs that the prevailing party paid to the arbitrator/panel. Any party who fails to pay equally the fees of the arbitrator(s) while the action is pending shall be defaulted, and the arbitrator shall make an award against the defaulted party after convening a hearing in damages within thirty (30) days of the default. In the event that the arbitrator's/panel's decision does not designate which party prevails, then the parties agree that the

arbitrator/panel shall determine which party shall be responsible to pay the above-referenced fees and expenses.

The above-referenced arbitration provision does not apply to disciplinary matters and procedures concerning attorneys which are within the province of the Rules of Professional Conduct established by the Judges of the Superior Court for the State of Connecticut. In addition, the above-referenced arbitration provision does not preclude the Firm from obtaining permission to withdraw as your attorney in the event that you and this Firm have a dispute, or from seeking a prejudgment remedy attachment in aid of arbitration, *pendente lite*, pursuant to Connecticut General Statutes § 52-422, or other similar law in any jurisdiction, from any State or Federal Court prior to the conclusion of the arbitration process to secure any future judgment that may be awarded by the arbitrator(s) in favor of the Firm without seeking permission of the arbitrator(s) prior to commencing such proceeding in aid of arbitration.

The Firm will use reasonable efforts to represent your interests in connection with your domestic relations case. Please understand that the Firm does not guarantee or predict a result nor does the Firm predict the amount of legal fees that you will incur, which likely will be very substantial.

All fees charged to you are earned at the time work is performed by an attorney, and you are obligated to pay those fees irrespective of the results achieved or the termination of the attorney-client relationship prior to the conclusion of your case.

The Firm will proceed on your behalf with all reasonable promptness. Some scheduling decisions, such as court assignments of hearings, are beyond our ability to control, and the Firm will staff your case accordingly. In addition, a party's compliance with agreements or court orders is beyond our control, and therefore, the Firm cannot guarantee that a party will comply with an agreement or court order. In the event of noncompliance, there are steps that a party may take in an attempt to enforce an agreement or a court order, and the Firm will advise you of your rights.

This agreement shall be considered severable, and in the event that any portion of this agreement is declared invalid or unenforceable by any court of competent

jurisdiction, the same shall not affect the validity or enforceability of any other provision of this agreement. This agreement encompasses the entire agreement between you and the Firm, and supersedes all previous understandings and agreements between you and the Firm, whether oral or written. You and the Firm hereby acknowledge that you have not relied on any representation, promise, guarantee or other assurance except those recited in this agreement prior to the execution of this agreement, and this agreement recites the intent of the parties in its entirety regarding the terms and conditions concerning the Firm's representation of you.

If this accurately sets forth our understanding, please sign below where indicated and return the original to this office. An additional copy of this agreement has been provided to you for your records.

Prior to signing this Agreement, you should consult with an attorney concerning the above-referenced terms.

Accepted:

NAME: KAREN RIORDAN	EDWARD NUSBAUM
Client	Attorney
Dated: April 27, 2020	Dated: April 27, 2020