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July 15, 2024

**VIA ELECTRONIC MAIL**

City Council for City of Allentown, Pennsylvania  
425 Hamilton Street  
Allentown PA 18101

Re: **Engagement Letter**

Dear Sir/Madam:

Brown McGarry Nimeroff LLC (“Brown McGarry Nimeroff” or the “Firm”) is pleased to accept your request that the Firm represent City Council for the City of Allentown (the “Client” or “You”). In accordance with the Rules of Professional Conduct and the Firm’s procedures, this engagement agreement (“Agreement”) confirms the terms on which the Firm will provide legal services in an action adverse to the Mayor of Allentown, and/or the Mayor’s Administration, regarding the selection of FLEO Investigations, LLC to investigate allegations of civil rights violations by officials and/or employees within the Administration, and further, enjoining the obstruction of the investigation (the “Matter”).

**Billing Matters**

I will be the attorney in the Firm principally responsible for the Matter. My current hourly rate for this matter is \$350.00, which is discounted from my standard rate. Other attorneys and paraprofessional personnel will assist me, when appropriate. Partner time is billed at \$350.00 per hour. Associate time is billed at \$225.00 per hour. Paralegal time is billed at \$150.00 per hour. Our billing rates and charges for all Clients are usually revised annually, but we reserve the right to revise them at other times during the course of our representation with 60 days’ advance notice to you and with your consent. Following any such revision, our new rates will be applied to the Client’s account.

Although the Firm may provide an estimate of fees and expenses for your guidance, the actual fees and expenses that you will incur during the course of the representation may vary

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from the estimate. Accordingly, any estimate given by the Firm does not constitute a guarantee of the final amount of fees and expenses that the Client will incur.

We will provide the Client a monthly statement with a brief description of each item of work. Monthly billings will also include expenses incurred in connection with each matter. Expenses include filing fees, transcript costs, travel costs, delivery/messenger services, and long-distance telephone charges, if applicable. Disbursements in excess of \$500 will normally be forwarded to you for direct payment. As is usually the case, disbursement charges may not be current at the time of each monthly billing and will be billed later.

The Client understands that if any matter proceeds to court action or arbitration, it may be required to pay fees and/or costs to other parties in the action. Any such payment will be the Client's responsibility and not that of the Firm.

While the Matter is pending, the Client will be billed for each month's fees and disbursements and payment will be due within 30 days as explained below. Fees and disbursements in excess of the prepayment will be billed on a monthly basis as described above. Statements are prepared and processed by our accounting department. If you have questions concerning a statement, please call me at 267-861-5330. If you have not received a monthly statement and request the Firm to provide one, the Firm will do so within 10 days of your request.

We prepare our statements on the assumption that payment will be received within 30 days of receipt of our invoice. The Firm reserves the right to impose interest at a rate equal to one and one-half percent (1½%) per month on any outstanding balance that remains unpaid for more than 30 days after receipt of the invoice. The Client's execution of this Agreement indicates its understanding of and agreement to the foregoing. To control costs and in fairness to the Firm and the Client who remit promptly, the Firm reserves the right to decline to continue to provide services to Client who do not pay within the guideline without making mutually acceptable arrangements for delayed payments. The Client agrees that the Firm may, at its election, withdraw from this representation if the Client fails to comply with the terms of this Agreement, and the Client agrees not to contest the Firm's withdrawal from any court proceeding in the event of nonpayment.

#### Conflicts of Interest

Recognizing and addressing conflicts of interest is a continuing issue for attorneys and clients. We have implemented policies and procedures to identify actual and potential conflicts at the outset of each engagement. From time to time, we may be asked to represent someone whose interests may differ from or even be adverse to Your interests. If that situation arises, we will seek a conflict waiver from you on a case-by-case basis and after providing You information from which You can decide whether to give or withhold your consent. In any event, the Firm will not accept an Adverse Representation that is substantially related to the particular matters in which we represent You. Also, we will not accept an Adverse Representation if because of our

representation of You we obtained confidential information that is material to the Adverse Representation.

#### Scope of Representation

The Client is our sole client with respect to this engagement. Individuals or entities that are affiliated with the Client, such as its equity owners, officers, directors, parent entities or subsidiaries, are not a Client of the Firm, unless we otherwise agree in writing.

I will keep you informed about the status of the matter. I may express my views about the prospects of the matter; however, these views are not a prediction or guarantee of the outcome and do not constitute a promise or assurance of success.

If a court action is filed, the Firm will represent the Client through trial and post-trial motions. This Agreement does not cover representation on appeal.

#### Confidential Information and Document Procedures

You may rest assured that the Firm and I will protect the confidentiality and privileged status of information communicated by You and will not disclose your information to anyone except as may be required by law consistent with the Firm's professional responsibilities.

The Firm's policy is to deliver to our Client, upon request, all documents and property the client has provided the Firm and documents and materials prepared as part of the representation. We may exclude our internal memoranda and records, attorney notes, drafts not intended for external distribution and similar lawyer working materials. We may also elect to retain a copy of other portions of the file at our expense. In accordance with the Firm's records retention program, we will retain any files relating to your matters that it does not ask to have returned. However, to avoid indefinite storage, we reserve the right to dispose of any documents or other materials retained by us within a reasonable time after the completion of our engagement. Our policy is to notify the Client by appropriate means of our intention to dispose of such documents or materials. The Client has 60 days from the date of this notice to take possession of its files. If the Client are in breach of the client's representation agreement with the Firm, the Firm may choose to withhold certain portions of the Client's files consistent with its ethical and professional obligations.

#### Effective Date

This Agreement will govern all legal services performed by the Firm on behalf of the Client commencing with the date the Firm first performed services. Even if this Agreement does not take effect, the Client will be obligated to pay the Firm the reasonable value of any services the Firm may have performed for the Client.

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Assent

Please acknowledge your understanding and agreement regarding the terms of our engagement as described in this Agreement by signing in the space provided below and returning it to me. You should retain a copy for Your records.

Brown McGarry Nimeroff and I greatly appreciate your confidence in us and look forward to working with you.

Sincerely,

BROWN McGARRY NIMEROFF LLC

By: /s/ Mary Kay Brown  
**Mary Kay Brown**

Acknowledged and accepted this \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
**City Council for the City of Allentown, Pennsylvania**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_