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September 11, 2023

David Kraynik, Township Manager
Towamencin Township
1090 Troxel Road
Lansdale, PA 19446

Engagement Letter – Foster v. Board of Supervisors Towamencin Township.
Re:

Dear Mr. Kraynik:

This letter explains the scope of our engagement as legal counsel and sets forth the financial arrangements regarding our engagement and verifies our mutual agreement to the following:

1. Scope of Engagement.

You have asked us to represent the Board of Supervisors Towamencin Township (the “client” or “you”) in connection with the defense of litigation brought by Jennifer Foster and Kofi Osei in the Court of Common Pleas of Montgomery County, Case No. 2023-18907 and related matters.

Our representation of the Client under this letter is limited to the matter noted above, and unless specifically agreed between us, our engagement will end at the conclusion of such matter.

2. Fees and Hourly Rates.

We will use the amount of time devoted to your matter at our hourly rates in determining fees. These hourly rates are based upon the experience, expertise and standing of our attorneys. Please note, unless we mutually agree otherwise, we bill in minimum tenth-hour increments, rounded to the nearest tenth. Our hourly rates are adjusted from time to time, usually on an annual basis. Unless we specifically agree with you to the contrary, the rates applicable to your matter will be adjusted accordingly. My hourly rate is \$500. I will participate in the

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representation as will other attorneys but James Rodgers will lead the Dilworth team on this matter. His rate is \$680.00. We agree to a 15% discount on legal fees. When appropriate, we may use other legal personnel to provide services as effectively and efficiently as possible.

3. Costs and Expenses.

The performance of legal services involves costs and expenses, some of which must be paid to third parties. These expenses may include, but are not limited to, those set forth in Section XII of our Standard Terms and Conditions. For items we purchase in bulk or through fixed fee arrangements, such as computer research services, we will charge you a rate reasonably apportioned to you.

We expect that you will either pay the vendor directly or pay us for such costs. Our standard charges for certain services, which will apply absent an express agreement to the contrary, are also set forth on the attached Terms and Conditions.

4. Monthly Statements and Payment Terms.

The Firm will waive its normal requirement requesting a retainer.

Our practice is to send a monthly statement for services rendered and costs and expenses incurred on our client's behalf during the previous month. The detail in the monthly statement will inform you not only of the fees and expenses incurred, but also of the nature of the work performed. These statements are due and payable upon receipt but, in any event, no later than thirty (30) days thereafter. We reserve the right to charge interest at an appropriate rate (currently 0.75% per month) calculated monthly starting forty-five (45) days after the issuance of the statement and continuing until fully paid.

We do our best to see that our clients are satisfied not only with our services but also with the reasonableness of the fees, costs and expenses charged for these services. Therefore, if you have any questions or objections to a statement or the basis for our fees, you should raise it with us promptly for discussion. If you object only to a portion of a statement, we ask that you pay the remainder, which will not constitute a waiver of your objections.

5. Conflict of Interest.

We have checked our records to determine that we do not have any conflict of interest under the Pennsylvania Rules of Professional Conduct with respect to this matter. If we find that other parties whom we presently represent do have a conflicting interest, we may be required to withdraw our representation in this matter. In addition, to the extent permitted by the Pennsylvania Rules of Professional Conduct, we reserve the right to represent clients with competing interests, as long as such representation will not be directly adverse to our representation of you and that our representation of you will not be materially limited. The

Pennsylvania Rules of Professional Conduct may require that we disclose such engagements and obtain your informed written consent. We ask that you do not unreasonably withhold your consent to our representation of future clients with competing interests, should such circumstances arise.

You further understand and agree that in any dispute arising out of or relating to this engagement, both parties waive their right to a trial by jury. In connection with any such dispute, all claims by either party will be strictly limited to actual and direct economic loss. The parties waive any right to claim consequential or punitive damages. The prevailing party in the resolution of any dispute shall have the right to be reimbursed by the other party for all fees and expenses, including reasonable attorney's fees, incurred in the dispute.

6. Withdrawal from Representation.

The attorney/client relationship is one of mutual trust and confidence. If you have any questions at all about the provisions of this engagement, we invite inquiries. We encourage our clients to inquire about any matter relating to our engagement or monthly statements that are in any way unclear or appear unsatisfactory. Conversely, any failure on your part to meet your obligation of timely payments under this agreement will constitute authorization for the Firm to withdraw from representing you and to reveal this agreement and any other necessary documents to any court or agency if the same should prove necessary to effect withdrawal.

This engagement is also subject to termination by either party at its sole discretion, subject to the Rules of Professional Conduct and any applicable court rules. Upon such termination, however, you will remain liable for any unpaid fees and costs, whether or not billed.

7. Privacy.

In the course of providing you with legal services, we may receive significant nonpublic personal financial information from you or from other financial advisors at your specific instruction. All information that we receive from you or from others at your direction will be held in confidence and not released to people outside the Firm, except as required in the performance of our services, as agreed to by you, or as required under an applicable law. We consider all information relating to representation of our clients to be confidential, and it is treated accordingly, as required by the Rules of Professional Conduct.

8. Communications.

The Firm regularly communicates with its clients and with third parties, on behalf of its clients, through the use of a variety of technologies, including landline, digital and cellular telephones, unencrypted e-mail, cloud-based and internet-based communications platforms, and fax machines. Each of these means of communication is practically and technologically susceptible to varying risks of interception by (or misdelivery to) unintended recipients. By executing this letter, you consent to the Firm's utilization of the above-referenced means of communication.

If you are not fully versed in the risks inherent in each of the aforementioned means of communication, please contact the undersigned to discuss them before executing this letter. If you would prefer that the Firm refrain from using one or more of the above-referenced means of communication please refrain from executing this letter, communicate that preference to us in writing, and we will revise this letter accordingly.

9. Acknowledgement of Terms.

If this letter correctly sets forth your understanding of the scope of the services to be rendered to you by the Firm, and if the terms of the engagement are satisfactory, please execute the enclosed copy of this letter and return it to us. If the scope of the services described is incorrect or if the terms of the engagement set forth in this letter are not satisfactory to you, please let us know in writing in order that we can discuss either aspect.

By executing this letter, you acknowledge that there is uncertainty concerning the outcome of this matter and that the Firm and the undersigned attorneys have made no guarantees as to the disposition of any phase of this matter. Any representation or expression that the Firm or its attorneys express from time-to-time relative to the outcome of this matter is only an expression of opinion based on information available to the Firm at the time and does not constitute a promise or guarantee. The Firm shall not be responsible for the performance of any legal service under this Engagement Agreement until this letter is returned to the Firm,

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whereupon our engagement by you is accepted per the stated terms, subject to the approval of the Firm's New Business Committee.

We look forward to working with you and thank you once again for the opportunity to serve you.

Very truly yours,

/s/ E. Preate Havey

Elizabeth Preate Havey

Accepted and acknowledged:



David Kraynik

Date: 9/28/23

DILWORTH PAXSON LLP

Standard Terms and Conditions of Engagement

Dilworth Paxson LLP (the "Firm") bills for reasonable charges and disbursements incurred in connection with an engagement. Clients are billed for external charges at the actual cost billed by the vendor except in the few cases noted below.

I. Research Services. Use of on-line computerized research (primarily Lexis-Nexis and Westlaw) and use of outside research services are billed at the supplier's standard charges for such services. There is no charge for information retrieved from public databases through the Internet (including SEC Filings and EDGAR).

II. Travel-Related Expenses. Travel expenses are billed at cost and include air or rail travel, lodging, car rental, taxis or car service, tips and other reasonable miscellaneous items associated with travel. Corporate and/or negotiated discounted rates, if any, are passed on to the client.

III. Reproduction. Photocopying performed in-house is charged at 23 cents per page, which will also apply to provide you copies of the files we create in connection with our engagement to represent you. Photocopying projects performed by outside vendors are billed at the actual invoice amount. Special arrangements can be made for unusually large projects.

IV. Special Services, Items and Equipment. If, due to the nature of a client's legal needs, special services, items or equipment are purchased and/or used, such as case-specific software or computer equipment, the costs thereof may be charged to the client; provided, however, prior to incurring such costs the client will be notified of the need for and cost of such items.

V. Postage and Courier Services. Outside messenger and express carrier services are charged at the actual vendor invoice amount which frequently involves discounts negotiated by the Firm. For bulk mailings, registered and/or certified mail, postage is charged at actual U.S. mail rates. On certain occasions, internal staff may be required to act as messengers; a standard rate is charged for their time.

VI. Meals. Business meals with a client are charged at actual cost. Breakfast, lunch and dinner meetings with the client at the Firm are charged based on the actual costs of such meals. Beverage and snack services at the Firm's offices are not charged. When overtime, weekend or holiday work is required, clients are charged for the actual, reasonable cost of meals for the attorneys and staff who so work specifically for the client.

VII. Staff Overtime. Non-attorney staff are paid time and one-half for every hour of overtime worked on weekdays, and double time on weekends and holidays, when such staff are required to work overtime specifically for the client.

VIII. File Retention. Upon conclusion of our engagement we will retain in electronic and/or paper form all matter documents and information that we create or maintain in connection with our engagement to represent you in accordance with our current Retention Policy. If we offer to return to you all or a portion of our physical file, and you decline or fail to reply to our request to accept documents, we will dispose of these contents except those we are required by law to maintain. A copy of the Retention Policy is available upon request.

IX. Direct Payment by Clients of Other Disbursements. Other major disbursements incurred in connection with an engagement will be paid directly by the client. (Those which are incurred and paid by the Firm will be charged to the client at the actual vendor's invoice amount). Examples of such major disbursements that clients will pay directly include:

- Professional Fees (including disbursements for outside professional services such as local counsel, accountants, expert witness and other professional fees).
- Filing/Court Fees (including disbursements for agency fees for filing documents, standard witness fees, juror fees).
- Transcription Fees (including disbursements for outside transcribing agencies and courtroom stenographer transcripts).
- Other Disbursements (including any other required out-of-pocket expenses incurred in connection with the matter).