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January 31, 2023

Dustin Anderson
Town of Munster
Town Manager
1005 Ridge Road
Munster, IN 46321

Re: **Shirley Pullo, Individually and as the Administrator of the Estate of Richard Pullo, Deceased v. Munster, IN, John Does 1-20 and Norman Gifford.**
Cook County Circuit Court, Cause No. 23 L 365
Our File No. 590.16960

Dear Mr. Anderson:

Thank you for asking us to serve as counsel for the Town of Munster, the Defendants in the above-captioned matter. We are honored to do so. This letter will outline the terms under which you have retained our services, and the manner in which our law firm will bill for its services.

1. Nature of Engagement. You have asked us to serve as counsel in the above-captioned Cook County Circuit Court lawsuit. We will enter our Special and Limited Appearance and prepare, file and argue a motion to dismiss in the Cook County Circuit Court and, if necessary, in the Illinois appellate court. In the event the matter remains in Cook County, we will represent the Town of Munster's interests.

2. Fees. Our fees will be determined on the basis of time expended in the matter by our law firm's lawyers and paralegals at the hourly rates in effect from time to time for the persons performing the work. Partner time will be billed at \$225 per hour, Associates at \$190 and Paralegals at \$110 per hour. Rates have been established for each lawyer and paralegal depending upon their particular skills and the nature and quality of their experience. In all instances, any work that we are asked to perform will be assigned to personnel with the proper balance of experience and billing rate, in order to complete necessary tasks as efficiently and economically as possible.

3. Costs. In addition to detailing the services that we have rendered, our monthly statements will set forth any expenses incurred on the Town's behalf, such as any filing fees, travel expenses, depositions, photocopying, teleconference and courier charges. Any such charges will be billed at our law firm's cost. If third-party fees are incurred in connection with our representation, (e.g., court reporters, expert witnesses), we may ask that you instead make direct payment to the provider for these charges.

4. Billing Arrangements. Billings are monthly, with payment due within thirty (30) days of receipt. We also may subject statements which remain unpaid for more than thirty days to an interest

charge of 18% per annum — 1½% per month. Unless directed otherwise, we will submit our bills to David Westland for review and forwarding to you for payment.

5. **Terminating the Engagement.** You may terminate this engagement at any time for any reason upon written notice. We also reserve the right to discontinue our services and to terminate the engagement at any time: (a) for non-payment of our fees and expenses; or (b) for any other reason permitted by the applicable Indiana Rules of Professional Conduct. If this engagement is terminated, you will be responsible for paying our fees and expenses through the date of termination and during any period thereafter in which we are making other arrangements, such as transferring the matter to another attorney.

6. **Reporting.** We will report on a regular basis about developments in the matter and/or its current status to David Westland, Westland & Bennett, Attorneys at Law and/or you in a fashion as we are directed to do so by Mr. Westland and you. Any significant developments, and all events requiring input from you will be brought to your attention promptly. Please let us know of any particular interval by which you want us to provide such reports and the identity of any additional person(s) to whom communications should be sent.

7. **Completion of Engagement.** Although we periodically notify clients of significant changes in the law, we do not do so as a matter of course once we have completed a matter for which our services have been engaged. After the lawsuit which is the subject of this engagement letter has been resolved, this engagement will be completed. At this time, our engagement is for the litigation pending in Illinois. Of course, we would be pleased to advise you, and represent the Town's interests, in other future matters that would be handled as distinct engagements.

8. **Accuracy of Information.** We will conduct fact investigation as necessary to represent the Town of Munster in the litigation but will not expend resources to investigate or double-check any information which you, or David Westland have provided to us about matters ostensibly within your/his knowledge or control. We will rely on your/his representations as to the accuracy of such information and will not be responsible for any consequences of acting on inaccurate information.

9. **Privacy Policy.** As you may know, lawyers are bound by professional standards of confidentiality which are more stringent than those which apply to other service providers such as financial institutions. We will adhere to the requirements in the Indiana Rules of Professional Conduct that govern attorney-client confidentiality both during and after the engagement.

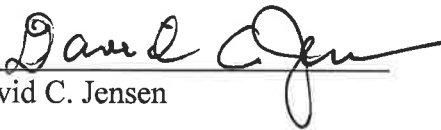
We appreciate the confidence that you have expressed by hiring our law firm to represent the Town's interests. We will strive to assist you and them in bringing this matter to a swift and cost-effective resolution.

Dustin Anderson
January 31, 2023
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If the above terms are acceptable, please execute this engagement letter and submit one copy to us.

Very truly yours,

EICHHORN & EICHHORN, LLP

By: 
David C. Jensen

DCJ/rst

cc: David Westland

Accepted and Agreed:

Town of Munster

By: _____

Date: _____