

# STOYANOV LAW P.L.L.C.

**Principal**

Stefan R. Stoyanov, Esq.

**Of Counsel**

Roy L. Chan, Esq.

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November 9, 2017

**By Electronic Mail**

Carl Davenport, Founder  
Widows Sons Masonic Riders Association  
9 Aster Place,  
Fenham,  
Newcastle Upon Tyne NE4 9SE  
United Kingdom  
Tel.: (708) 357-9501  
E-mail: [carladavenport@hotmail.com](mailto:carladavenport@hotmail.com)

**Re: Terms and Conditions of Engagement**

Dear Carl:

New York law now generally requires that attorneys in New York State provide clients with a written letter of engagement. Accordingly, this letter confirms the retention of Stoyanov Law PLLC by You to represent and advise You, as an individual, and the Widows Sons Masonic Riders Association (the "Association") in the lawsuit against you, *Widows Sons Grand Chapter Of The King's Guard Inc., et al. v. Davenport*, Case No. 17-cv-06701 (the "Litigation"), pending in the US Court for the Western District of New York, Buffalo.

***Joint Representation; Waiver of Conflict of Interests; Termination***

Widows Sons, and You (Carl Davenport) (together, the "Related Clients") have advised us that you wish to retain us as counsel in connection with the Litigation. By engaging us each of the Related Clients hereby waives to the fullest extent possible any actual or potential conflict that may exist between or among the Related Clients. During the period of the joint representation, the attorney-client privilege will not bar the disclosure by us to any Related Client of information that has been communicated to us by another Related Client.

At this point, we do not perceive any conflict between or among the Related Clients with respect to the Litigation, and we understand that none of the Related Clients believes that any actual or potential conflict of interest regarding the Engagement exists now or will arise in the future. Each of the Related Clients reserves the right, as does Stoyanov Law, to determine independently that joint representation should not continue if a conflict should arise.

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In the event any conflict should arise in the future, we may withdraw from representing any or all of the Related Clients, and may continue to represent other Related Clients, subject to any continuing obligation to protect the confidentiality of any attorney-client privileged communications or work product as against all third persons that might have arisen during the course of this joint representation. Each of the Related Clients hereby waives to the fullest extent possible any right to seek to disqualify the Attorney as counsel, or to disadvantage the Attorney's other client(s) based on an alleged conflict of interest, and each of the Related Clients agrees not to challenge the Attorney's withdrawal or the Attorney's continuing representation of other Related Clients in connection with the Engagement or in any other legal matter.

### *Fees and Billing*

Generally Stoyanov Law charges for its services based on hourly rates, which are updated periodically. Given the charitable nature of your organization, we are happy to offer you a significant discount off of our standard rates, as follows:

- Stefan R. Stoyanov (Managing Member): \$250/hr. (standard rate \$425/hr.)
- Roy L. Chan (Of Counsel): \$200/hr. (standard rate \$300/hr.)

As we have discussed, the costs of the litigation are very difficult to predict. The costs may vary from under \$20,000, if the case settles early, to hundreds of thousands of dollar, if the case goes to trial. Because of the potentially high costs, if there is an opportunity to end the case early, through settlement or otherwise, you will have to evaluate the cost of continuing the litigation versus the potential benefit.

You will be billed periodically, usually prior to beginning work on each matter, or monthly, for ongoing matters. You will be responsible for payment of the billed amount in full upon receipt of the bill. The periodic bills may also include disbursements for items, such as filing fees, outside vendor duplicating, long distance telephone charges, postage, messenger, computerized research, travel costs, fees for patent, copyright, trademark, or prior art searches, and other similar expenses, to the extent they are advanced by Stoyanov Law.

While we will use our best efforts to avoid any fee disputes, applicable state law requires me to advise you that in the unlikely event of any fee dispute involving a sum of more than \$1,000 but less than \$50,000, you have the option to seek resolution of such dispute in an arbitration proceeding conducted pursuant to Part 137 of the Rules of the Chief Administrator of the Courts of the State of New York.

### *Advance Retainer*

Prior to beginning work on any matter we require an Advance Retainer as follows:

- The full amount of the estimated legal fees if those fees are expected to be \$5,000 (five thousand dollars) or less; or
- Approximately 50% (fifty percent) of the expected legal fees, but no less than \$5000, if the legal fees are expected to exceed \$5,000 (five thousand dollars).

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In this case, as we have discussed, we request an advance retainer of \$5000.

***Termination***

You may at any time terminate Stoyanov Law's services and representation upon written notice to the firm. Such termination shall not, however, relieve you of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on your behalf through the date of termination.

Stoyanov Law may also terminate this Engagement at any time including if your bills are not timely paid, consistent with the requirements of New York's laws, rules and regulations governing attorney-client relationships.

***Governing Law***

You agree that this retention agreement and any disputes arising from it shall be governed by the laws of the state of New York, without regard to the principles of conflicts of law, and the courts sitting in New York City, Borough of Manhattan, shall have exclusive jurisdiction over all disputes relating to this agreement.

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We appreciate the opportunity to be of service to you and look forward to a long and mutually beneficial relationship.

If the foregoing terms are acceptable, please sign in the space below to indicate your agreement and return to me by email, facsimile, or by mail to the address listed above, together with a payment for the advance retainer. Payment options are on the next page. Thank you.

Very truly yours,

Stefan R. Stoyanov

By:  
Name:  
Title:

