

We are writing to thank you for giving Shipman & Goodwin LLP (the “Firm” or “Shipman”) the opportunity to represent both the Brooklyn Board of Education (the “Board”) and the Town of Brooklyn (the “Town”) jointly (the Board and the Town are collectively referred herein as the “Group”) in connection with legal analysis and possible litigation related to a Bid Protest from Savmor, related to the recent award of an HVAC proposal to another bidder (the “Bid Protest Matter”) related to a school building project in Brooklyn.

It is our practice in accordance with the Rules of Professional Conduct to confirm in writing the identity of any client we represent, the nature of the undertaking with respect to that client, and our billing and payment arrangements with respect to our legal services. This communication and the Terms of Representation sent to each of you earlier in our relationship together constitute the engagement agreement (“Agreement”) between us and describe the scope and terms of our joint engagement for this limited purpose. The Firm is willing to undertake this joint representation only with your agreement to the understandings in this engagement letter and the Terms of Representation. We charge on an hourly basis for the actual time spent by us working on a matter. We will charge at the current hourly rates previously published to the Board and the Town. We would suggest that our work on this matter be billed to the Town, and the Town and The Board may then determine the appropriate allocation of fees and expenses. Please let us know as soon as possible if you would prefer to have us handle the invoices for this matter differently.

Please understand that Shipman will be counsel to the Group and not to either entity individually with respect to the Bid Protest Matter. It is possible for each entity to seek legal counsel pertaining to this matter, but we recognize that there are considerations of costs as well as strategic advantages for both of you to be jointly represented. If either entity believes that it may have conflicting or specific interests that may not be adequately represented in this collective representation, you may not wish to be jointly represented. Each of you acknowledges and agrees that communications between our Firm and either of you pertaining to the Bid Protest Matter will be treated by us as privileged and confidential and not disclosed to anyone other than each of you without the consent of both entities or except as otherwise provided by law. As among us and both of you, there will be no confidences regarding the Bid Protest Matter. If we receive information from one of you that we believe the other entity should have in order to make decisions regarding the Bid Protect Matter, we will provide each entity with that information. We believe that there is no material limitation on our ability to undertake this project due to our ongoing work for either entity; and further, we believe that we can undertake this project in a competent and diligent manner. With respect to unrelated matters for either entity, we will continue to work for each of you as assigned and will maintain the confidentiality of client specific information. If you disagree between yourselves on any issue, we ask you to resolve your differences between you without our assistance. If the differences are serious enough, we may be required by applicable Rules of Professional Conduct to withdraw from representing either of you.

Subject to any limitations imposed by a court or the applicable Rules of Professional Conduct and in accordance with our engagement agreement, you or the Firm may terminate the Firm’s joint representation. Accordingly, either of you may decide to cease to be a member of the Group. If that

occurs, however, the entity ceasing to be part of the Group understands and acknowledges that we may continue to represent the other entity and may use any information we have been privy to in any manner in our continuing representation, including in ways that may be adverse to the entity ceasing to be a member of the Group. Similarly, if we terminate the representation of either of you with respect to the Bid Protect Matter, you understand and acknowledge that Shipman may continue to represent the other entity and may use any information we have been privy to in any manner in our continuing representation of the remaining entity, including in ways that may be adverse to the withdrawing entity. In the unlikely event that you commence litigation against one another regarding the subject of this joint representation, you each understand that our advice to you and our prior communications with each of you during the joint representation may not be shielded from disclosure in such litigation. Finally, in the event a conflict of interest arises regarding our joint representation, a court may nevertheless disqualify us from continuing our representation of either of you, notwithstanding the terms of this Agreement. Please note, however, that we are advising you of these possibilities solely to comply with our ethical obligations and not to suggest that you do or may have claims against one another. In light of the foregoing, by consenting to these terms, we will understand that each of you waives any objection to, or any possible conflict in, our joint representation of the Group and that both of you consent to our joint representation of the Group on these terms. You should also know that you have the right to seek independent counsel to assist you in deciding whether or not to give your consent to joint representation as described in this letter. You do not have to do so if you do not wish to, however. Whether or not you consult such counsel is entirely up to you.

Please review this matter carefully. If you have any questions that you would like us to answer prior to reaching a decision on this issue, please let us know. If you are willing to consent after such review as you believe appropriate, please respond to this email indicating your consent to the terms described above.



Matthew D. Ritter

Shipman & Goodwin LLP
Partner
One Constitution Plaza
Hartford, CT 06103-1919

Tel: (860) 251-5092
Fax: (860) 251-5212
MRitter@goodwin.com
www.shipmangoodwin.com

Shipman & Goodwin LLP is a 2021 Mansfield Certified Plus Firm

Disclaimer: Privileged and confidential. If received in error, please notify me by e-mail and delete the message.