

PETER B. FALLON, ESQ.

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August 10, 2022

Via e-mail to [gbenaquista@twpunionschools.org](mailto:gbenaquista@twpunionschools.org)

Township of Union Board of Education

2369 Morris Avenue

Union, NJ 07083

Attn.: Assistant Superintendent Gerry Benaquista

Re: Proposal for Legal Services for Independent Affirmative Action/  
Discrimination Investigations - July 1, 2022 to June 30, 2023

Dear Assistant Superintendent Benaquista:

I submit this proposal to provide my services to the Township of Union Board of Education (the "District") for independent investigations of affirmative action/discrimination complaints on an "as needed by the District" basis during the July 1, 2021 to June 30, 2022 fiscal year. All services in this matter will be provided by me, the sole attorney in my law firm. I will conduct independent investigations of the matters raised in the claims/complaints which will include interviewing the claimants/complainants, the person(s) involved and any witnesses identified, together with a review of any documents relevant to the claims. I will then provide a written report setting forth my legal analysis and legal conclusions reached in my investigations.

If retained by the Township of Union Board of Education to provide the above described services, I will do so on the following basis. I provide legal services on an hourly basis. Although my normal hourly billing rate is from \$295 to \$395 per hour, I have agreed to conduct the investigations concerning affirmative action and/or discrimination complaints for the Township of Union Board of Education for a reduced rate of one hundred and eighty dollars per hour (\$180.00/hour). My hourly fee is multiplied by the number of hours devoted to your file. I anticipate that my charges to the Township of Union Board of Education pursuant to this proposal and representation letter will not exceed nine thousand dollars, (\$9,000.00). If it appears at some point during the year that my fees and expenses for investigation services under this agreement may exceed that amount, I will advise you of that fact and request that you enter another purchase order authorizing an additional amount as we may agree upon. My hourly fees are subject to annual change, however, I will not change the present rate until after June 2023 at the earliest. I do not expect that the representation on this matter will extend past that time.

This fee does not include: (1) out of pocket costs and/or disbursements such as filing fees and overnight mail which are billed and itemized separately on each invoice;

and (2) internal firm costs and expenses such as photocopying costs, mailing, faxing, long distance phone calls, travel, etc. To the extent such costs and/or disbursements are incurred, they will be billed separately from the charge for my hourly services.

Invoices will be sent to you on a monthly or bi-monthly basis. All accounts are due upon receipt. A finance charge of one (1%) per cent per month is charged on all past due accounts. Additionally, in the event payment is not received within 45 days, my firm may have no alternative but to withdraw from representing you and pursue collection of funds. In the event that I am required to initiate legal action against you or your company to collect funds, it is agreed that the costs, attorneys' fees and interest at a rate of 1% per month will be recoverable for any legal action commenced by me.

It is the policy of my law firm to cease work on all accounts in which payment of invoices is more than 45 days past due.

If the Township of Union Board of Education decides to retain me to perform these independent affirmative action/discrimination investigation services and if the terms set forth above are acceptable, please confirm this agreement to the terms of this proposal and representation letter by having this letter signed below by an appropriate representative of the Board of Education. Should you have any questions, please do not hesitate to contact me.

Very truly yours,



Peter B. Fallon, Esq.

cc: Diane Cappiello  
(Via email)

The above terms are accepted and agreed to:

Township of Union Board of Education

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Date: \_\_\_\_\_, 2022