



### ATTORNEY FEE AGREEMENT

This Agreement is made by and between **Friedman Nemecek Long & Grant, L.L.C.** ("Counsel"), and Charles Simon ("Client"), this 26th day of September, 2025. Counsel agrees to represent the client by affording legal advice and representation in the following matter(s): Title IX allegations, investigation, and hearing at American Univderisty relating to Complainant, Victorine Tamko.

The Client agrees to pay the following as the fee of and compensation to Counsel\*:

**EFL (1)      Flat Fee Schedule:** The client agrees that the law firm shall be compensated by payment of a determined sum in the amount of   \$25,000.00  . This fee is considered to be "earned upon receipt" subject, however, to the terms and conditions set forth in Paragraphs (5) through (8) of this Agreement.

**N/A (2)      Hourly Rate:** The Client agrees to pay to Counsel at the rates set forth below, with time billed in increments of one tenth of an hour. The Client agrees that said rates are reasonable given the complexity of this matter, the time requirements, and the level of experience of the attorney. The hourly fee shall be deemed earned and owed at the time that the services is rendered. Client agrees that amounts due under this Agreement are not and will not be discharged in any bankruptcy proceeding.

Ian N. Friedman, Esq.	\$850.00 per hour extended by Counsel
Eric C. Nemecek, Esq.	\$725.00 per hour extended by Counsel
Eric F. Long, Esq.	\$650.00 per hour extended by Counsel
Madelyn J. Grant, Esq.	\$500.00 per hour extended by Counsel
Tyler J. Walchanowicz, Esq.	\$425.00 per hour extended by Counsel
Lucas D. Trott, Esq.	\$400.00 per hour extended by Counsel
Paralegal	\$150.00 per hour extended
Law Clerk	\$100.00 per hour extended
Gregory Gentile, Esq., ("Of Counsel")	\$550.00 per hour extended by "Of Counsel"

*CS*

\_\_\_\_\_  
(Client Initials)

**EFL (3)**

**Legal Team:** The Client has retained the services of Friedman Nemecek Long & Grant, L.L.C. Unless specifically set forth in this agreement, Counsel will have the discretion to assign and/or utilize any individual or combination of attorneys within the law firm to represent the Client in the capacity determined by the law firm to be in the best interest of the Client. This includes the utilization of Attorney Gregory Gentile, who is "Of Counsel" with Friedman Nemecek Long & Grant, L.L.C. As "Of Counsel," Attorney Gentile is an agent of Friedman Nemecek Long & Grant, L.L.C., who undertakes and assists Counsel in the representation of certain Friedman Nemecek Long & Grant, L.L.C. clients and cases.

**EFL (4)**

**Retainer:** The Client agrees to pay an initial retainer to Counsel in the amount of \$ 0 \* on the date of signing this Agreement. Client agrees that the Retainer shall be maintained in Counsel's IOLTA Account, and that fees and reimbursements of costs may be paid to Counsel from the IOLTA Account at the time that the costs are incurred pursuant to Paragraph (2) above. Said retainer is due and owing at the time of the signing of this Agreement and is subject to the conditions set forth in Paragraph (6). Further, the Client agrees to maintain a minimum balance of \$ 0 as a retainer throughout the duration of this representation.

**EFL (5)**

**Costs:** In addition to the compensation payable above, the Client agrees to pay or reimburse Counsel for payment of any and all out-of-pocket expenses incurred in the processing of the above matter(s), including but not limited to the cost of **investigative services and reports, data storage and retention, external document management, medical records or reports, court costs and filing fees, transcripts, courier fees, depositions, experts and other witness fees, trial exhibits, automobile mileage, travel and accommodations.** The Client has paid \$ 0 \* as an advance against such costs.

**EFL (6)**

**Reimbursement:** As set forth in Paragraph (1), if the attorney-client relationship continues through the disposition of the contemplated scope of representation, as further clarified in Paragraph (7), the flat fee will be considered earned in full. However, should the attorney-client relationship be terminated by either party prior to the conclusion of contemplated representation, Counsel agrees to reimburse the Client for any amount of money previously paid by the Client, less expenses and/or other costs discussed herein, that exceeds work performed at the time that representation is terminated – with reference to the attorneys' hourly rates set forth in Paragraph (2).

CS  
(Client Initials)

**EFL (7) **Discharge of Counsel:** The Client may terminate the representation of Counsel at any time. Should Client dismiss Counsel for any reason, the Client shall be entitled to receive the contents of the Client's file to the extent permitted by Court and ethical rules, less Counsel's personal notes and incomplete work product. Client understands and agrees that Counsel may elect to produce the contents of the file in electronic form.**

**EFL (8) **Counsel's Right to Withdraw:** Counsel may terminate representation of the Client (to the extent permitted by the ethical and court rules) at any time if the Client breaches any material term of this Contract, fails to cooperate, if any conflict of interest develops or is discovered; if client fails to timely pay amounts due to Counsel, or if there exists at any time any fact or circumstance that would, in Counsel's opinion render Counsel's continuing representation unlawful, unethical, or otherwise inappropriate. If Counsel elects to terminate representation under this Paragraph, Counsel will notify the Client in writing, and the Client will take any steps reasonably necessary and will cooperate as reasonably required to free Counsel of any further obligation to perform legal services, including the execution of any documents necessary to complete Counsel's withdrawal from representation.**

**EFL (9) **Consent to use of E-Mail and Cloud Services:** In order to provide Client with efficient and convenient legal services, Counsel will frequently communicate and transmit documents using e-mail. Because e-mail continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, the Client is consenting to such e-mail transmission with Client and Client's representatives and agents. In addition, Counsel uses a cloud computing service with services located in a facility other than Counsel's office. Most of Counsel's electronic data, including emails and documents, may be stored in this manner. By entering into this Agreement, Client understands and consents to having communications, documents and information pertinent to the Client's matter stored in such a manner.**

**EFL (10) **Warning on Privacy & Privilege:** The American Bar Association issued ABA formal Opinion 11-459, which discusses the warnings that attorneys and law firms must give to clients regarding the risk of third parties gaining access to email and text communications with a client. Use of employer provided devices and accounts, by the Client, including the use of employer provided e-mail accounts may be accessible to the Client's employer with no warning, right to challenge such access, or expectation of privacy. Counsel recommends using devices and accounts that are not provided by the Client's employer/educational institution.**

CS

(Client Initials)

**EFL (11) Hearing:** All costs fees for legal services prior to a hearing are to be paid in accordance with Paragraphs (1), (2), (4), and/or (5). If the matter prepares for and/or proceeds to a hearing, an additional payment in the amount of \$ 0 must be made by the Client to Counsel. If the parties agree on a flat fee for purposes of a hearing, the amount paid by Client will be considered earned in full once the preparation for the hearing of the case commences. If, however, Counsel agrees to conduct the preparation and a hearing on an hourly basis, any money paid by the Client will be deposited into the law firm's IOLTA trust account no later than seven (7) business days prior to the hearing. This payment amount is an estimation of the legal fees and costs that will be incurred in the hearing of the instant matter. At the conclusion of the hearing, Counsel will provide to the Client an itemized accounting of all services provided. Any unused portion of the payment placed into said trust account will be returned to the Client and/or authorized representative within thirty (30) business days after the conclusion of the trial. If the incurred legal fees exceed the amount of the deposited payment, the Client must remit full payment to the law firm no later than seven (7) days from the date of the issuance of the itemized statement. For purposes of this paragraph, preparation for hearing, begins and is in effect after the final pre-hearing meeting with the school or cross-examinations and/or preparation of the client has begun. The hourly rates are set forth in numbered paragraph (2) in this Agreement.

**EFL (12) Ethical Disclaimer:** It is expressly understood that no guarantees of success or other promises have been made or will be made by Counsel.

**EFL (13) Scope:** This Agreement is intended to cover representation up to and including a hearing or disposition of this case. Unless otherwise specified in this document, the Agreement does not obligate Counsel to provide any post-hearing representation, including any subsequent appeal, or legal action commenced or negotiations with the Educational Institution have occurred. Furthermore, Client expressly acknowledges that this Agreement does not encompass any additional representation that may be required as a result of a mistrial, dismissal, re-indictment, re-hearing, severance or similar occurrence. Under such circumstances, Counsel reserves the right to charge an additional fee and/or to withdraw from further representation in the case.

**(14) Additional Terms:** Should the matter proceed to a hearing, a new agreement will be entered into as set forth in Paragraph 11, above.

*CS*

---

(Client Initials)

EFL (15) I hereby acknowledge that I have fully read the instant agreement. By signing this agreement, I state that Counsel has fully explained all terms stated and that I understand that by signing this agreement, I am binding myself to said terms. Further, I acknowledge that the services provided by Counsel are stated completely in this agreement and that no verbal agreements have been made outside the scope of this written agreement. By signing this agreement, I further acknowledge that no threats, promises, or inducements have been made to cause me to enter into this agreement. I have entered into this agreement of my own free will and accord and agree to be bound by the terms of this agreement.

*Counsel*

Client

*9/26/2025*

DATE

---

Counsel

DATE

*\* Counsel charges a 3.0% processing fee for any payments made via credit card.*