

**Exhibit C to Glaser Affirmation -
Operating Agreement of Saftler & Bacher, PLLC,
dated November 25, 2014, with Attachment
[pp. 36 - 51]**

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NYSCEF DOC. NO. 062

INDEX NO. 654334/2019

RECEIVED NYSCEF: 08/09/2022

CURTIS

OPERATING AGREEMENT

THIS OPERATING AGREEMENT (the "Agreement") is made this 25th day of November, 2014, by and among the Members listed herein, and listed on Exhibit A attached hereto.

WITNESSETH:

WHEREAS, the parties desire to form a professional services limited liability company known as Saftler & Bacher, PLLC (the "Company") pursuant to the New York Limited Liability Company Law; and

WHEREAS, the parties desire to establish their respective rights and obligations pursuant to the New York Limited Liability Company Law in connection with forming the Company.

NOW, THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I
Definitions

1.1 Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

- (a) "Capital Contribution" shall mean any contribution by a Member to the capital of the Company in cash, property or a promissory note or other binding obligation.
- (b) "Managing Partner" shall mean the Managing Partner and natural person known as Lawrence B. Saftler, who shall manage the Company in accordance with the terms of this Agreement.
- (c) "Partners" shall mean the Partners to this agreement, who are Lawrence B. Saftler and James W. Bacher.
- (d) "Distribution" shall mean any cash and other property paid to a Member by Saftler & Bacher, PLLC from Net Cash Available for Distributions (as hereinafter defined).
- (e) "Fiscal Year" shall mean the fiscal year of Saftler & Bacher, PLLC, which shall be the year ending December 31.
- (f) "Member" shall mean each Person who executes and delivers a counterpart of this Agreement as a member of Saftler & Bacher, PLLC and each Person who may hereafter become a party to this Agreement.
- (g) "Code" shall mean the Internal Revenue Code of 1986, as amended, or any superseding federal revenue statute.
- (h) "Company" shall mean Saftler & Bacher, PLLC.
- (i) "Membership Interest" shall mean with respect to any Member such Member's aggregate rights in Saftler & Bacher, PLLC, including, without limitation, such Member's right to receive Distributions, have Net Profits (as hereinafter defined) and Net Losses (as hereinafter defined) allocated to such Member, and the right to vote.
- (j) "Net Cash Available for Distributions" shall mean (i) that amount of cash which is available for Distribution from operations of Saftler & Bacher, PLLC; less

(ii) reserves as established by Lawrence B. Saftler and James W. Bacher in accordance with the terms of this Agreement.

(k) "Person" shall mean any natural person, corporation, governmental authority, limited liability company, partnership, trust, estate, joint venture, unincorporated association or other individual or entity.

(l) "Net Losses" shall mean the net losses of Saftler & Bacher, PLLC, if any, determined in accordance with generally accepted principles.

(m) "Net Profits" shall mean the net income of Saftler & Bacher, PLLC, if any, determined in accordance with generally accepted accounting principles.

(n) "New York Act" shall mean the New York Limited Liability Company Law.

(o) Lawrence B. Saftler, whose residence address is 20 Tintern Lane, Scarsdale, NY 10583, is a member as further defined herein.

(p) James W. Bacher, whose residence address is 412 East 65th Street, Apt 1A, New York, NY 10065, is a member as further defined herein.

ARTICLE II Organization

2.1 Formation. One (1) or more Persons has acted as an organizer or organizers to form Saftler & Bacher, PLLC by preparing, executing and filing with the New York Secretary of State the Articles of Organization pursuant to the New York Act.

2.2 Name. The name of the Company is Saftler & Bacher, PLLC.

2.3 Duration. The duration of Saftler & Bacher, PLLC shall be perpetual; provided, however, that Saftler & Bacher, PLLC may be dissolved sooner pursuant to this Agreement or the New York Act.

2.4 Purposes. The purpose for which Saftler & Bacher, PLLC is formed is to provide professional legal services.

2.5 Place of Business. The partnership shall be located at 275 Madison Ave., Suite 1605, New York, NY 10016 and remain there until the end of the lease, which is set to expire on April 30, 2017, subject to renewal. It is agreed that Ben Saftler of Capstone Realty shall be the law firms' real estate agent for the purpose of acquiring new space, or renewing the current lease, at the end of the lease. To the extent that Ben Saftler is no longer employed at Capstone Realty at the conclusion of the current lease, the members will agree upon who to retain for the purpose of acquiring new space or renewing the current lease.

ARTICLE III
Members

3.01 Names; Addresses; Units. The name and address of each Member, as well as the percentage of partnership issued to such Member, are as set forth herein and included in this Agreement, as may be amended from time to time in connection with the transfers of Membership Interests and the admission of new Members in accordance with the provisions of this Agreement.

3.02 Additional Members. No person shall be admitted as a Partner of the Partnership except with the written consent of all Partners who shall determine the terms and conditions upon which such admission is to be effective.

3.03 Disqualification of Members, Managing Partners and Employees. If any Member, Managing Partner or employee of the Company who has been rendering professional service to the public becomes legally disqualified to practice his, her or its profession within New York State, he, she or it shall sever all employment with and financial interests (other than interests as a creditor or vested rights under a bona fide retirement program) in the Company forthwith or as otherwise provided in this Agreement. Such legal disqualification to practice such profession within New York State shall be deemed to constitute an irrevocable offer by the disqualified Member to sell his, her or its Membership Interest to the Company, pursuant to the provisions of this Agreement.

3.04 Dissolution of Members. The partnership may be dissolved by the partners at such time and under such condition as either partner desires at will, but subject to the terms of this agreement. If a partner wants to dissolve the partnership agreement, such may be accomplished by written notice of the party intending the dissolution allowing not less than 90 days to dissolve and distribute such files and funds as necessary to terminate the partnership. Any monies to which the other is entitled pursuant to this agreement must be paid prior to the termination of this agreement. Monies will be owed on cases that are marked settled and waiting for settlement checks, or other legal fees owed to the firm. All cases revert to the partner who brought said case into the partnership upon dissolution. Those cases brought into the partnership where origination is unknown or in dispute will be resolved by agreement between the partners and where agreement cannot be reached, resolved by arbitration, to be decided by the partners. Regardless of time of year, no partner shall have entitlement to any percentage of fees for files after dissolution, unless as set forth herein. Whatever work was performed on a file prior to dissolution will inure to the file and the partner who is entitled to retain it, regardless of any and all work performed prior thereto. At the time of execution of this agreement, Schedule A attached hereto identifies those files in the firm at the inception of the partnership, to be revised yearly, and who would retain said file if the firm dissolves. Any bank loan outstanding must be reconciled by the partnership prior to dissolution to the extent of said partner percentage at the time of dissolution. Any debt, open bill or liability must be paid and/or resolved prior to dissolution or be carried over until such debt is resolved. The partner remains responsible for his share notwithstanding dissolution. All prior debt is carried

over to the extent of the profit sharing percentage at the time of dissolution, not the inception of the debt. All matters that are assigned to whatever partner brought in said matter shall be entitled to said fee at dissolution regardless of who works on said file. If said file remains in the hands of a non-vesting partner, the partner who brought in said case shall be entitled to 1/3 of the legal fee at the conclusion of said legal matter.

3.05 Death of Members. The death of a partner shall vest such income to the estate of the partner deceased to the point of his death with the profits vested to be forwarded to his estate until all matters brought in by said partner are resolved. All cases that come in shall be assigned a partner who brought said matter in and thereby vest for the purpose of this clause to the partner who brought it in and for the purposes of dissolution. Upon death, the estate of the attorney is entitled to 1/3 of the fee assigned to that case upon completion of the case.

3.06 Illness of Members. It is understood that if a partner becomes ill or disabled to the extent of being unable to perform his duties for a period of 6 months during the partnership, the remaining partner shall carry on all duties of the firm to the extent he is able. To the extent that he is unable to handle such function, the remaining party may hire such other legal help as is necessary and charge the cost to the partnership. If the ill partner remains disabled for greater than one month, the cost of legal help incurred to replace him may be charged against the profits attributable to the ill partner.

3.07 Information. Each Member may inspect during ordinary business hours and at the principal place of business of the Company the Articles of Organization, this Agreement, any amendments to this Agreement, the minutes of any meeting of the Members, and tax returns of the Company for the immediately preceding three (3) Fiscal Years.

3.08 Limitation of Liability. Each Member's liability shall be limited as set forth in this Agreement, the New York Act and other applicable law. Except as otherwise provided herein, a Member shall not be personally liable for any indebtedness, liability or obligation of the Company.

3.09 Liability of Members. To the fullest extent now or hereafter permitted under the New York Act or other applicable law, no Member shall be liable to the Company or any other Member for damages for any breach of duty by such Member in his/her/its capacity as such. To the fullest extent now or hereafter permitted under the New York Act or other applicable law, no Member shall be liable for any of the debts, obligations or liabilities of the Company.

3.10 Indemnification. The Company shall indemnify and hold harmless, and advance expenses to, each Member (in his/her/its capacity as a Member) from and against, and in connection with, all claims and demands whatsoever to the maximum extent now or hereafter permitted under the New York Act or other applicable law.

3.11 Obligations to the Company. Except as otherwise permitted by the Company, each Member shall devote his/her/its best efforts and substantially all of his/her/its professional time to serving the Company and its clients and customers.

ARTICLE IV Management

4.1 Management. Management of the Company shall be vested in the Managing Partner ("Lawrence B. Saftler"). Subject to the terms and conditions of this Agreement, the Managing Partner shall direct, manage and control the business of the Company. Subject to the terms and conditions of this Agreement, the Managing Partner shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding such matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. All costs and expenses of the partnership shall be borne by both partners to the extent of his partnership interest, including rent, health insurance, liability insurance and other coverage pertinent and necessary for carrying on the costs of the business, court costs, fees and expenses of cases, including experts, file expenses, depositions and other pertinent costs attendant to the law practice. To the extent that there are no profits at such times, the partners shall contribute such cash as is necessary to maintain the partnership business and shall be responsible at the end of the term year to satisfy all obligations to the extent of their partnership interest at the same rate as their partnership interest at the time funds are needed. Saftler will have sole discretion as to when funds will be needed for the purpose of carrying on the business and can either access the credit line or call on each partner.

4.2 Tenure and Qualification of Managing Partner. The Managing Partner may be changed from time to time by consent of all Members. Lawrence B. Saftler will serve as the Managing Partner for the duration of this agreement, unless by amendment agreed to by all Members.

4.3 Powers of Managing Partner. Without limiting the generality of Section 4.1 and subject to the provisions stated herein, the Managing Partner shall have full right, power and authority, on behalf of the Company to: (a) open bank accounts and otherwise invest the funds and assets of the Company; (b) purchase insurance on the business and assets of the Company (at all times the Company shall have malpractice coverage of at least \$1,000,000.00); (c) commence lawsuits and other proceedings; (d) execute and deliver any agreement, contract, document, instrument or other writing; (e) retain accountants, attorneys or other agents and advisors; (f) to advertise or otherwise promote the business activities of the Company through media and advertising (all media and advertising of any nature shall take place only upon mutual agreement by both parties to this Agreement); and (g) take any other lawful action that the Managing Partner considers necessary, convenient or advisable in connection with any business of the Company.

4.4 Employees. All decisions regarding employees at the Company, including hiring, firing, and all Company related employment decisions will be made by both Partners.

4.5 Binding Authority. Unless otherwise expressly authorized to do so by this Agreement or in writing by all Members, no Member, other than the Managing Partner, shall participate in the management or control of the Company's business and no Person shall have any power or authority to bind the Company, other than the Managing Partner.

4.6 Liability of Members. To the fullest extent now or hereafter permitted by applicable law, no Members shall be liable to the Company or any of its Members for damages for any breach of duty by such Members in his/her capacity as such. No Member shall be personally liable for any indebtedness, liability or obligation of the Company.

4.7 Management Fee; Reimbursement of Expenses. No Managing Partner shall receive any management fee or salary in connection with his/her duties as a Managing Partner of the Company hereunder. Each Managing Partner shall be reimbursed for his/her reasonable expenses incurred on behalf of the Company.

ARTICLE V Books and Records

5.1 Books of Account. The Company shall keep accurate books and records of accounts and minutes of all meetings of the Members. The Company shall maintain its books and records and shall determine all items of Net Profits, Net Losses and Distributions on a Cash basis of accounting in accordance with principles applicable in determining taxable income or loss for federal income tax purposes for partnerships under the Code and consistent with accounting methods used by the Company in determining taxable income or loss for federal income tax purposes. The Company shall also keep all other records sufficient to record the Company's business and affairs and sufficient to record the determination and allocation of all items of Net Profits, Net Losses, and Distributions and other amounts as may be provided for herein and to meet the requirements of any lender to the Company or to meet any reporting requirements imposed on any Member, including keeping (if required) an additional set of records on a full accrual basis of accounting in accordance with generally accepted accounting principles using tax depreciation methods.

5.2 Reports. Within ninety (90) days after the end of each Fiscal Year, there shall be made available to each Member for such Fiscal Year (i) a balance sheet, (ii) an income statement, and (iii) a computation of Net Profits or Net Losses. In addition, within ninety (90) days after the end of each Fiscal Year, the Company shall prepare and deliver to each Member a report setting forth in sufficient detail all such information and data with respect to the business transactions effected by or involving the Company during such Fiscal Year as shall enable each Member to prepare all its tax returns in accordance with the laws, rules and regulations then prevailing. The Company shall also

prepare all tax or information returns required of the Company.

5.3 Access to Books. The books and records of the Company shall be available to each Member or its representatives for inspection and audit (at such Member's expense) during normal business hours at the principal office of the Company.

5.4 Bank Accounts. The operating bank accounts of the Company shall be maintained in such bank or banks as may be designated by the Managing Partner and withdrawals from said accounts shall be made as the Managing Partner may determine. There shall be no commingling of the moneys or funds of the Company with moneys or funds of any Member or any other entity. The Company shall retain and have the firm of Schneider, Schecter and Yoss for the Company's accounting services, and the partners hereby waive any conflict relating to the same firm being the accountant for Saftler personally, however the Company shall only pay said accounting firm for the actual cost of the Company's accounting services and not for any personal services borne by Saftler. Bacher may not employ Schneider, Schecter and Yoss as his personal accountant.

5.5 Financial Checking Accounts. It is agreed that there shall be two checking accounts. The main account ("Account 1") shall be maintained and handled by the Managing Partner, with a second account ("Account 2") maintained by the non-managing partner. Both accounts will be used for firm related activities and expenses only. Funds and draw necessary to accomplish firm business will be accomplished through Account 1, unless the Managing Partner is otherwise unavailable at which point Account 2, which is maintained by the non-managing partner shall be utilized.

ARTICLE VI Capital Contributions

6.1 Capital Contributions. Each Member shall initially contribute the following amounts as the initial Capital Contribution to be made by him/her/it: (a) Lawrence B. Saftler shall contribute \$64,000; and (b) James W. Bacher shall contribute \$16,000. It is agreed that each shall be responsible to place an amount equal to \$80,000 into the Saftler & Bacher accounts relative to their respective partnership amounts for the year 2015.

6.2 Additional Contributions. (a) No Member shall be obligated to make any additional Capital Contribution; provided, however, in the event the Managing Partner shall determine that such additional Capital Contributions are necessary or appropriate under the circumstances, they shall furnish notice to the Members requesting that such additional Capital Contributions be made on a pro rata basis, which notice shall specify (i) the total amount of such additional Capital Contributions being required and the reason therefor; (ii) each Member's pro rata share of the total additional Capital Contribution being sought; and (iii) the date such additional Capital Contributions by the Members are due and payable. Said additional Capital Contributions by the Members shall increase the initial Capital Contribution amount and shall be deposited into the Saftler & Bacher accounts as soon as practicable.

ARTICLE VII

Compensation, Allocations Distributions and Draw

7.1 Offset. The Company may offset all amounts owing to the Company by Member against any Distribution to be made to such Member.

7.2 Draw. Bacher shall have an agreed draw of \$1500.00 per week. Saftler may draw funds at will, but will not take any defined draw on a weekly basis. The amount that each partner is entitled to shall be resolved by accounting at year end or within 90 days thereafter. To the extent that either partner has overdrawn his percentage, that said amount shall be repaid to the firm within 90 days of the shortfall. Each partner shall be entitled to a percentage share of profit, meaning net profit after costs and expenses of the law practice.

7.3 Ownership Interest. The respective ownership interests in the Company is as follows: (a) For the year 2015, Bacher shall have a 20 interest and Saftler shall have an 80 interest in the Company's profit; (b) For the year 2016, Bacher shall have a 30 interest and Saftler shall have a 70 interest in the Company; (c) For the year 2017, Bacher shall have a 40 interest in the Company and Saftler shall have a 60 interest in the Company's profit; and (d) For the year 2018, Bacher shall have a 50 interest and Saftler shall have a 50 interest in the Company. Thereafter, until otherwise agreed upon in writing, the 50/50 ownership interest shall continue in perpetuity subject to the other provisions contained in this Agreement. It is understood and agreed that unless otherwise agreed upon in writing, Lawrence B. Saftler will maintain the controlling interest as Managing Partner, which will reside and be retained by Saftler until such time as it is otherwise agreed to in writing.

7.4 Credit. For all income tax purposes, credits of the Company claimed for a Fiscal Year shall be allocated among the Members in the same manner as Net Losses are allocated among the Members.

7.5 Allocations and Distributions with Respect to Transferred Interest. Profits, gains, losses, deductions and credits allocated to a Membership Interest assigned during a Fiscal Year of the Company and distributions with respect thereto shall be allocated or distributed, as the case may be, to the person who was the holder of such Membership Interest during such Fiscal Year on the basis of an interim closing or closings of the Company's books or in any other proportion determined by the Managing Partner.

7.6 Distributions. To the extent Net Cash Available for Distributions is available for distribution, the Managing Partner shall cause the Company to make Distributions of all Net Cash Available for Distributions to the Members in their proportionate share. Such Distribution, shall be made at the sole discretion of the Members.

7.7 Reserves. The Managing Partner shall have the right to set aside from Net Cash Available for Distributions such reserves as it in its reasonable discretion determines to be prudent for the operation of the Company's business.

7.8 Year-End Adjustments. The amount of all Distributions paid by the Company to any Member shall be based upon good faith estimates for the year made by the Managing Partner with due regard to all information available as an interim advance against final determination. Within one hundred twenty (120) days after the end of each Fiscal Year, the Managing Partner shall determine the amount of funds available for Distributions (taking into account, among other things, the Company's working capital requirements and all Company obligations then due), the restrictions on Distributions set forth herein and the Distributions due to each Member with respect to such Fiscal Year. Subject to the provisions of this Agreement, any excess of the amount so determined for a Member over the amount of interim advances received by such Member shall be distributed to such Member as soon as reasonably practicable after the amount of its Distributions with respect to such Fiscal Year has been determined, but in no event more than one hundred fifty (150) days after the end of such Fiscal Year and in no event later than the time any other Member receives its year-end amount under this Section.

7.9 Accounting Period. The accounting period of the Company shall be the Fiscal Year.

ARTICLE VIII Transferability/Dissociation

8.1 Prohibition on Transfer. A partner shall not, and shall have no right, to sell, assign, pledge or mortgage his interest in the Partnership, or the Partnership property or assets, except with the written consent of both partners, and any such prohibition transfer, if attempted, shall be void and without force and effect.

8.2 Dissociation. A Member's Membership Interest shall terminate, and the Member shall be dissociated from the Company, upon the first to occur of the following: (a) The Member's death or disqualification pursuant to this Agreement, or dissolution; (b) The effective date of the Member's retirement as determined by the Members and Section 9.5 below; or (c) The effective date of the Member's withdrawal in accordance with Section 9.5.

8.3 Retirement. A Member shall be deemed to be retired when such Member ceases the practice of law.

8.4 Violative Transfers. Any transfer of all or any part of a Membership Interest contrary to the provisions of this Article shall be null and void.

8.5 Release from Guaranty. Upon the dissociation of a Member pursuant to this Agreement, the Company shall use good faith efforts to obtain the release of any personal guaranty executed by such dissociated Member in connection with any Company financing.

ARTICLE IX
Dissolution

9.1 Dissolution. Subject to the terms and conditions of this Agreement, the Company shall be dissolved and its affairs shall be wound up upon the first to occur of the following: (a) The latest date, if any, on which the Company is to dissolve as set forth in the Articles of Organization; or (b) Written notice that any Member wished to dissolve the partnership made not less than 90 days prior to the dissolution date as outlined in this Agreement.

9.2 No Dissolution. The death, bankruptcy, dissolution or legal incapacity of any Member shall not cause a dissolution of the Company and in all such events the Company shall continue. The rights of the Member to share in the Net Profits and Net Losses of the Company, to receive Distributions and to assign a Membership Interest shall, on the happening of such an event, devolve on its successors and assigns, subject to the terms and conditions of this Agreement; provided, however, in no event shall any of such successors or assigns become a substituted Member, except with the vote or consent of the remaining Members holding a Majority in Interest.

9.3 Winding Up. Upon the dissolution of the Company, the Managing Partner shall, in the name of and for and on behalf of the Company, prosecute and defend suits, whether civil, criminal or administrative, sell and close the Company's business, dispose of and convey the Company's property, discharge the Company's liabilities and distribute to the Members any remaining assets of the Company, all without affecting the liability of Members. Upon winding up of the Company, the assets shall, subject to Section 1104, be distributed in the following order and priority: (a) First to creditors, including any Member who is a creditor, to the extent permitted by law, in satisfaction of liabilities of the Company, whether by payment or by establishment of adequate reserves, other than liabilities for distributions to Members under Section 507 or Section 509 of the New York Act; (b) Second to Members and former Members in satisfaction of liabilities for Distributions under Section 507 or Section 509 of the New York Act; and (c) The balance to Members in proportion to their remaining ownership interest.

9.4 Articles of Dissolution. Within ninety (90) days following the dissolution and the commencement of winding up of the Company, or at any other time there are no Members, articles of dissolution shall be filed by the Managing Partner with the New York Secretary of State pursuant to the New York Act.

9.5 Termination. Upon completion of the dissolution, winding up, liquidation and distribution of the assets of the Company, the Company shall be deemed terminated. Within a reasonable time following such termination, the Managing Partner shall supply to each of the Members a statement reviewed (or audited if requested by a Majority in Interest of the Members) by the Company's accountants which shall set forth the assets and liabilities of the Company as of the date of termination and the Distributions made or to be made to each Member.

ARTICLE X
General Provisions

10.01 Amendment. This Agreement shall not be amended except by the vote or written consent of all of the parties hereto.

10.02 Headings. The headings in this Agreement are for convenience only and shall not be used to interpret or construe any provision of this Agreement.

10.03 Waiver. The waiver by a party of a breach of any provision of this Agreement shall not operate as nor be construed as a waiver of any subsequent breach thereof.

10.04 Severability. If any provision of this Agreement is determined by any court of competent jurisdiction or an arbitrator to be illegal or unenforceable, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement.

10.05 Parties Bound. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns.

10.06 Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to principles of conflicts of law.

10.07 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter contained herein and supersedes all prior and contemporaneous undertakings and agreements of the parties, whether written or oral, with respect to the subject matter herein.

10.08 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of such counterparts together shall constitute one and the same instrument.

10.09 No Third Party Beneficiaries. Nothing contained herein shall create, or construed to create, any right in any person or entity not a party hereto.

10.10 Assignment. No party may assign any of its rights or obligations hereunder without the prior written consent of all of the other parties. Any proposed assignment in contravention of this Section shall be null and void.

10.11 Vacation and Time Off. Each partner shall be entitled to vacation and other time off, subject to the needs of the practice. Saftler shall be entitled to 3 months in vacation in accumulated time. Bacher shall be entitled to 6 weeks in time, all subject to the will of the partners and subject to the needs of the practice.

10.12 TWO MB, INC. As of 1/1/15, the corporation set forth in this paragraph will be owned by the partnership at the interest percentage of each partner. It is understood that TWO MB, INC. is a corporation set up and maintained for the sole purpose of lease ownership of the location of the law practice. It shall continue to operate in the same fashion as prior to this agreement, by collecting rents, paying rent for law office space and such other purposes as the partnership deems fit. The Company shall bear whatever costs to TWO MB, INC that were incurred in the normal course of its business.

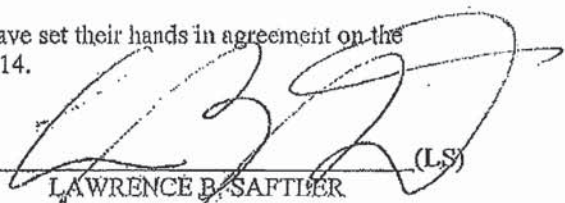
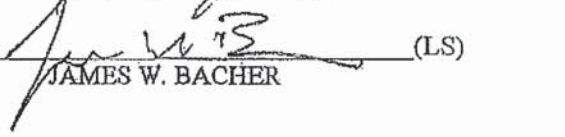
10.13 Non Legal Client Exceptions and Other Non Legal Exemptions. It is understood that all legal matters belong to the partnership. However, Saftler maintains the right to receive monies from non-legal related fees from certain clients. Specifically, the client, Opal Campbell, is excluded from this agreement to the extent that the services provided to her are not of a legal nature. If legal matters arise pertaining to this client and Bacher assists in the handling of such matter(s), Bacher shall participate at an agreed fee relating to such work he performs on behalf of Opal Campbell. Bacher is also an appointed Associate Professor of Political Science at Hunter College, where he receives a salary and benefits as an Adjunct. It is agreed and understood that the Partnership shall not be entitled to a percentage of Bacher's salary or benefits because they are not legal in nature. These matters are the only non-legal fees not divisible. All other legal matters from which revenue is derived are partnership funds.

10.14 Files in Firm. All files and legal matters of the firm as of January 1, 2015 become firm files, regardless of which partner was initially retained.

10.15 File Expenses. All file expenses after January 1, 2015 shall be paid by the partnership through the partnership checking account. Saftler shall be entitled to collection of all expenses paid prior to January 1, 2015 upon settlement of each matter that was borne by Saftler prior to January 1, 2015, including but not limited to a \$250 charge for postage, copy, travel costs, in addition to any other costs paid on the file, which vests solely in Saftler. The costs will be reimbursed to Saftler by separate check out of escrowed funds to which settlement funds are distributed and the legal fee will be paid to the firm checking account. For those files in which expenses were paid in part by the company and part by Saftler, Saftler will be reimbursed separately for those expenses paid prior to the company's formation.

10.16 Cases Settled Prior to 1/1/15. Any case settled or otherwise disposed of prior to 1/1/15 are not Partnership proceeds. They will revert to Saftler's capital. Monies obtained after 1/1/15 which are partnership monies must come solely from cases or work that are settled or disposed on after 1/1/15. No legal fee earned prior to 1/1/15 are that of Saftler and Bacher and are considered to be Saftler only.

In witness whereof, the parties hereto have set their hands in agreement on the 5 day of December, 2014.

 (LS)
LAWRENCE B. SAFTLER
 (LS)
JAMES W. BACHER

FILED: NEW YORK COUNTY CLERK 02/09/2019 02:59 PM

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NYSCEF DOC. NO. 862

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Last Name	First Name	Date of Accident	Last Demand	When Relayed	Last Offer	When Received	Looking For	Notes	Next Court Dates
LS	Abad and Kaufman	Violetta and Javier	7/22/2009	\$200,000					final depts nov 19 cc 12/18
LS	Abraham	Wendy	3/8/2013	\$100,000			\$40,000 - \$80,000	Policy is \$100,000	need nfi date
	Abra	Paul	10/22/2010					settled 50,000	client to make deposit - follow
LS	Amaro	Cynthia	11/18/2010						motion pending
LS	Arias	Hernando	7/15/2013						depts scheduled
LS	Arias	Martha	2/7/2011	250,000					depts to be done or motion time - cc 11/17
LS	Armstrong	Carin	6/2/2013	\$100,000			\$75,000	Policy is \$100,000	depts in nov - motion to follow if no go
LS	Barríos	Juan							nfi filed discovery to follow
LS	Bezanich								
LS	Brizard	Gregoire	4/6/2013	\$100,000			\$30,000 - \$50,000		depts in jan 1/15
LS	Castillo-Ortiz	Richard	12/4/2011	\$175,000	Offered \$30k - 10/29/2014		\$50,000 - \$100,000		motion pending 11/12 submissions
LS	Cave	Merville	1/5/2014						waiting for answer
LS	Cefaratti	Ruth	7/2/2013	\$100,000			\$50,000		waiting for city part
LS	Chaterpateah	Pamramdel	1/2/2014						pc done depts in dec 14
LS	crescioni	bradley	8/9/2014						new
LS	Crisp	Bernadine	9/1/2013		10000 from hertz claims			Also with Johnson (And Victor is handling the case and has the doctor)	putting it on for pc
	Crowley	Ellen	10/4/2012	180000		100000	\$115,000 - 175,000 range		100 offer against 180 demand
JB	Diaz	Marin Anthony	8/26/2013						waiting for 50 h hearing
JB	Diaz	Marin Anthony	9/9/2013						waiting for 80 h hearing
LS	Ehlers	Colin	8/5/2012	\$1.7 Million			750 - 1mil		1/14/15 conference before schmit
LS	Eskanazy	Marlene	9/16/2011	\$125,000			\$50,000 - \$100,000		def depts per order nov
LS	Fasulo	Bret	5/6/2012	\$325,000			\$150,000 - \$200,000		11/13 pre-motion conference
	Fine	Michael							settled 5000
LS	Frier	Brian	8/27/2013	1.4 million		100,000 offer	500,000 range		depts nov 24
	Geil-Tejada	Natalia	7/2/2010	1 million		500,000 if we come down to 900	750000	settled \$735,000	settled 735,000
LS	Goodwin	Sheila	9/15/2010	\$100,000	10/2013	\$7,500	10/2013	\$35000 - \$50000	trial 10/28
LS	Gordon	Beverly	7/12/2012	150000				100000	depts in november
JB	Goretsky	Samantha (Max)	9/20/2013	\$65,000		1/21/2014	\$20,000-\$30,000		settled 20,000
LS	Harris	Tajuana	11/18/2011						on calendar - waiting for first date
LS	Harvey	Richard							default inquest 11/12

JB	Janas	Barbara (Kasper)	10/18/2012				response to pc order pending - 450000 depts set for jan 15
JB	Jenigian	Aldonse	8/30/2012	2 million	100000		
LS	Karlen	Shelley	9/3/2013	\$50,000		\$30,000	per stephanie robbins at Cdscl, they can't do anything until liability is figured out (they think it is a coded case)
LS	Kahoe	Katherine	12/12/2012	\$650,000		\$250,000	cc in nov 13
LS	Lewis	Michael	12/14/2010	3.3 million		1.5 million to 2	11/18/2014
LS	Marth	Janis	8/3/2014				action to start
LS	Paragon/Mendez	defensa					hearing 11/20
LS	Mitchell	Monique		\$2 Million		\$1.2 Million	depts scheduled 11/21
JB	Munoz	edeta	5/2/2014				
LS	Murray	Elizabeth	1/14/2011	\$1.5 Million	75000	\$750000 - \$1 Million	on calendar - waiting for trial deposition scheduled 1/18/15
JB	Nivar	Rosa					working on guardianship D is self-insured and claims the TVs were there on DOA; but P says there were no TVs.
LS	Obler	Richard	1/1/2011	\$150,000	\$10,000 offer	11/12/2014 - \$80000 - \$90000	increased demand on 2/24/14 from 125000 - 150000
LS	Ockey	Mildred	9/19/2011	\$500,000	100,000 - hands tied with 3rd party judgment against P	\$150,000	Policy is \$500,000 trial 10/23 pending nassau atlys
LS	Ojeda Romero	Angel Alberto	9/26/2012	\$500,000			Policy is \$500,000 need experts report
LS	Ojeda Romero	Fredy Felipe	9/4/2012	\$1 Million		\$300,000 - \$500,000	10/29 - def depts
LS	Okaro	Ngozi	6/9/2010	\$250,000	offer from eric weiss for \$,000-1 hung up on him	1/12/2014 - \$125000 - \$150000	mediation 10/28
LS	Ortiz	Monica (Michael)	12/1/2012				Need an expert - the information on a potential one is on the file.
LS	Overton	melenie	7/12/2014				to be reviewed action commenced
JB	Parades	Rosa	1/5/2007				not filed - pretrial conf on for 1/15
LS	pavlik	gary	9/16/2014				
LS	Pieprczyk	John	11/10/2013				action commenced - need default motion
LS	martinez	rudolpho	5/26/2014				
LS	Rabaza	Margarita	4/27/2012	\$180,000		25 - 30,000	Settle for anything. case is in limbo
	Riccardi	Enzo	7/27/2012		dead file		

LS	Rivas	Eugenio	5/3/2012	1.5 million		750 - 1 mil	inspection of premises next - default v schmitt - deps finished - on calendar
JD	Savitt	Richard	7/2/2008	\$25,000			on waiting list for trial
LS	schechter	joan	3/18/2014				
LS	Schneider	Elián	5/9/2010	\$475,000	100000	\$150,000 - \$250,000	On Both cases settled \$151,000
LS	Schneider	Elián	6/24/2011	120000		offer 2500	deps scheduled
LS	Seidel	Kristin	7/5/2013	\$100,000		\$40,000 ish	Depends on surgery - increased demand to 3 million - deps scheduled
LS	Serovik	Jozeif	9/24/2010	3 million	1/24/2014 \$1 million	1/14/2014 \$2.2 million	12/15 conference
	Solomon	Pamela	1/1/2012	Get rid of it?			
LS	Soniarke			defense			
LS	Thornon	Kymberlee	7/21/2010				deps scheduled in November
LS	Wilkerson	Kenneth (Kendell)	2/10/2012				deps of mother pending - 8/11
LS	Wilkerson	Kannelth	10/2/2013	\$100,800	10000	20,000 ish	deps pending
LS	Williams	Monica (Allan)	6/13/2013				deps of teachers scheduled
LS	Williams	Monica (Allan)	6/15/2012				cc next year
LS	Winiarski	Nicholes	2/24/2012	\$1.5 Million		\$750,000	cc 11/18 motion argument 12/3/14
	Zweverberg	Hilary	1/13/2010	\$80,000		case dismissed	Def - no pay
LS	martinez	hector	6/27/2014				
LS	roasenofojnyer						
LS	valdes						
LS	sanchez						
LS	olivencia rivera						
LS	starkis						
LS	gluckman						
LS	pavik						
LS	crejuela						
LS	mazorre						
LS	garcia						
LS	<u>Both Balasotz</u>						