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PLEASE VERIFY BEFORE SENDING

Unverified AI draft. Every fact must be checked against the records before use. It is not legal advice. Fill in every [ADD: …] placeholder, set the demand amount, confirm anything marked [VERIFY], and delete this box before sending.

- No standard-of-care expert has been retained [firm notes]. The standard of care is left as a placeholder. Confirm the New Jersey expert-support requirement for legal malpractice claims [VERIFY: New Jersey rule on expert support for legal malpractice claims] and the filing deadline [VERIFY: New Jersey filing deadline for legal malpractice claims]. The letter states neither.
- The value of the lost claim is not in the records, so it is a placeholder. The complaint claimed $214,600 and the defendant offered $140,000 at mediation. The attorney should decide how to measure the loss. The letter does not pick a figure.
- Total of listed out-of-pocket items: $58,770.00 (Ferrante $41,320.00 + Osei $9,800.00 + Greer & Lam $7,650.00). This total must be checked. The $41,320.00 matches the sum of the retainer and four invoices. Confirm the $10,000 retainer was not applied against the invoices, to avoid double counting.
- The letter says our client declined the $140,000 offer on counsel's advice and cites Mr. Ferrante's May 2025 emails. Decide whether to assert that rejection as part of the damages theory. Dr. Osei's fee ($9,800.00) is also listed. Decide whether to claim it.
- Brennick's request for costs is unresolved, and any award is unknown. It appears in the table as a placeholder.
- I did not quote Greer & Lam's December 19, 2025 letter, because it is attorney-client communication and quoting it could risk waiver. Greer & Lam's own advice on appeal and mitigation is not addressed.
- Dr. Osei's actual report is not in the file. Only his June 18, 2025 email is. Confirm the report's contents and whether a signed copy was ever requested or sent.
- The court orders file is one page. Citations use p.1, and the internal "page 2" and "page 3" labels on the orders were not used.
- It is not shown whether Mr. Ferrante transferred the complete file to Greer & Lam after the October 14, 2025 request. Confirm.
- Placeholders remain for the firm address, date, delivery method, ZIP code, demand amount and response deadline.

Halloran Weisz LLC
[ADD: firm street address]
[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

Paul Ferrante, Esq.
Ferrante Law Office LLC
61 Ridgeline Avenue, Suite 300
Marlow Township, New Jersey [ADD: ZIP] [engagement_letter.pdf p.1]

Re: Legal malpractice claim of Halvard Signworks LLC; Halvard Signworks LLC v. Brennick Lighting Components Inc., Docket No. GAL-L-000214-25; missed expert report deadline of June 30, 2025; carrier claim number [ADD: claim number]

Dear Mr. Ferrante:

Introduction

We represent Halvard Signworks LLC, a former client of Ferrante Law Office LLC, in connection with your representation of it in the above lawsuit against Brennick Lighting Components Inc. [firm notes]. We write to present our client's claim for losses caused by the failure to serve its expert report by the court-ordered deadline.

We ask that you notify your professional liability carrier of this claim immediately and provide us with the carrier's name and claim number. Please direct all further communication about this matter to our office, not to our client.

The Engagement

By letter dated January 6, 2025, which Nadia Halvard signed for Halvard Signworks LLC on January 8, 2025, your firm agreed to represent our client in a lawsuit against Brennick Lighting Components Inc. for breach of contract and breach of warranty arising from defective LED sign modules [engagement_letter.pdf p.1]. The scope was through trial in the Superior Court. It expressly included "all pleadings, discovery, expert retention and disclosure, motions, mediation and trial," and excluded any appeal [engagement_letter.pdf p.1].

The fee terms were $375 per hour for you and $165 per hour for paralegals, a $10,000 retainer, and expert fees and costs billed at cost [engagement_letter.pdf p.1]. You were to be responsible for the matter, and the letter stated that your office would "keep you informed of all deadlines and significant developments" [engagement_letter.pdf p.1].

The Underlying Matter

You filed the complaint on January 21, 2025 in the Superior Court, Law Division, Galway County, claiming $214,600 in damages for replacement of failed modules in 37 signs [court_orders_and_docket.pdf p.1]. The damages consisted of the following [fees_and_damages.pdf p.1]:

- Replacement modules from another supplier: $96,300.00

- Labor and lift rental for replacements: $103,850.00
- Customer credits issued for sign outages: $14,450.00

Brennick answered on March 3, 2025, and a Case Management Order was entered on March 24, 2025 [court_orders_and_docket.pdf p.1]. Mediation was held on May 14, 2025 without settlement [court_orders_and_docket.pdf p.1].

The Error

The records show the following, in date order:

- **March 24, 2025.** The Case Management Order required Plaintiff to serve all expert reports no later than June 30, 2025. It provided that experts not disclosed by the stated dates "will be barred absent a showing of exceptional circumstances" [court_orders_and_docket.pdf p.1].
- **May 16, 2025.** You wrote to Ms. Halvard that Dr. Osei had the failed modules and test data, and that you would "get his report served before the deadline" [client_attorney_emails.pdf p.1].
- **June 18, 2025.** Dr. Kwame Osei of Osei Electrical Forensics emailed you that his report was complete and attached. He reported that his testing found the driver boards failed "from an undersized capacitor, a manufacturing defect, not from installation or weather." He asked you to tell him when you needed a signed copy [client_attorney_emails.pdf p.1].
- **June 30, 2025.** The deadline passed. The Court later found that Plaintiff "served no expert report by June 30, 2025 and did not seek an extension" [court_orders_and_docket.pdf p.1].
- **July 9, 2025.** Brennick moved to bar Plaintiff's experts [court_orders_and_docket.pdf p.1].
- **August 15, 2025.** The Court granted the motion. It recorded that Plaintiff's counsel "stated at oral argument that the deadline was missed due to a calendaring error," found no exceptional circumstances, and barred Plaintiff from offering expert testimony on the cause of the module failures [court_orders_and_docket.pdf p.1].
- **August 18, 2025.** You wrote to Ms. Halvard that the judge had barred the expert because the report was not served by June 30, and that "[i]t was a calendar mistake in my office" [client_attorney_emails.pdf p.1]. Dr. Osei's June 18 email was forwarded to our client on August 20, 2025 [client_attorney_emails.pdf p.1].
- **October 10, 2025.** After Brennick moved for summary judgment on August 29, 2025, the Court granted it. It reasoned that "[w]ithout expert testimony, Plaintiff cannot establish that a defect in Defendant's modules caused the failures," and dismissed the complaint [court_orders_and_docket.pdf p.1].
- **November 7 and December 12, 2025.** Successor counsel moved for reconsideration, and the Court denied the motion on December 12, 2025 [court_orders_and_docket.pdf p.1].

Under the engagement, expert disclosure and the court's deadlines were your responsibility [engagement_letter.pdf p.1]. What a reasonably careful attorney would have done in these circumstances: [ADD: standard of care, per expert].

The Case Within a Case

Our client's claim was dismissed on the ground that, without expert testimony, it could not prove that a defect in Brennick's modules caused the failures [court_orders_and_docket.pdf p.1]. The causation opinion the Court found missing was the opinion Dr. Osei had completed twelve days before the deadline [client_attorney_emails.pdf p.1].

The record bears on the value of the lost claim as follows:

- The complaint sought $214,600 for 37 signs [court_orders_and_docket.pdf p.1; fees_and_damages.pdf p.1].
- At mediation on May 14, 2025, before the deadline was missed, Brennick offered $140,000 to resolve all claims. Our client declined on advice of counsel [court_orders_and_docket.pdf p.1]. Ms. Halvard's May 15, 2025 email recounts that you had told her the engineer's report would make Brennick pay closer to the full $214,600, and you wrote on May 16, 2025 that rejecting $140,000 "was the right call" [client_attorney_emails.pdf p.1].
- Brennick's expert disclosures and defenses on the merits: [ADD: Brennick's expert reports or defenses, if any].
- The likely outcome at trial with Dr. Osei's testimony: [ADD: assessment of the probability of success and value of the lost claim].

Damages

Item	Date	Amount	Source
Value of lost claim against Brennick	Dismissed October 10, 2025	[ADD: value of lost claim]	[firm notes]; [court_orders_and_docket.pdf p.1]
Retainer paid to Ferrante Law Office LLC	January 8, 2025	$10,000.00	[fees_and_damages.pdf p.1]
Invoice 25-031, paid	March 14, 2025	$8,812.50	[fees_and_damages.pdf p.1]
Invoice 25-058, paid	May 12, 2025	$11,437.50	[fees_and_damages.pdf p.1]
Invoice 25-077, paid	July 10, 2025	$6,945.00	[fees_and_damages.pdf p.1]
Invoice 25-101, paid	October 8, 2025	$4,125.00	[fees_and_damages.pdf p.1]
Osei Electrical Forensics, Invoice OEF-1172, paid	July 2, 2025	$9,800.00	[fees_and_damages.pdf p.1]
Greer & Lam LLC, Invoice 4410 (motion for reconsideration and file review), paid	January 9, 2026	$7,650.00	[fees_and_damages.pdf p.1]
Costs sought by Brennick after judgment	Pending	[ADD: amount of any costs award, if entered]	[fees_and_damages.pdf p.1]

Item	Date	Amount	Source
Total of listed out-of-pocket items (as read from the bills)		**$58,770.00**	

The total above covers only the dollar items stated in the bills. It does not include the value of the lost claim or any costs award.

Demand

We demand [ADD: demand amount] by [ADD: response deadline].

We also ask that you preserve, and produce to our office by the same date, the complete client file for this matter. This includes all pleadings, correspondence and emails with our client, Dr. Osei and Brennick's counsel, your firm's calendar and docketing records, and billing records. Please do not delete or alter any of these materials.

Our client reserves all rights and remedies, including the right to pursue its claims in court. [VERIFY: New Jersey rule on expert support for legal malpractice claims] [VERIFY: New Jersey filing deadline for legal malpractice claims]

Sincerely,

Bernadette K. Halloran
Halloran Weisz LLC