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GEORGE STAPLES
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May 28, 2015

Via Email

Mr. Charlie Crossfield
City Attorney
Sheets & Crossfield
309 E Main Street
Round Rock, TX 78664

RE: Letter Agreement for Legal Services:
Watson v. City of Allen, et al; *Cause No. 153-278080-15 (4:15-cv-00335-A)*

Dear Mr. Crossfield:

On behalf of the firm of Taylor, Olson, Adkins, Sralla & Elam, L.L.P., I would like to thank you for the confidence that you have shown in us by selecting our firm to defend the City of Elgin in the above styled matter. We will do everything within our power to justify the trust that you have shown in us by selecting us as your legal representative.

As part of our routine in opening new files, we provide a Letter Agreement to our new clients. The purpose of this letter is to establish the attorney/client relationship which will permit us to claim privilege from discovery. Our firm does not utilize employment contracts with specific time durations. It is our policy that representation is entirely an "at-will" arrangement, in which representation continues only so long as the client has absolute confidence in the law firm they have selected. This Letter Agreement will be effective from the date it is executed until such time you may decide that it best to seek other representation, or until written notification is sent by either party that the terms of this agreement are no longer acceptable. It will be unnecessary to renew so long as the basic terms and conditions remain essentially the same.

Under the terms and conditions of this agreement, our law firm will provide the city a defense in conjunction with the defense of other cities which have requested our representation in the above entitled and numbered cause on the following basis. You agree to pay the law firm an amount based on an hourly rate of \$260.00 an hour for partner work, \$205.00 an hour for associate work and \$95.00 an hour for paralegal work and out-of-pocket expenses on these matters divided by the number of cities which we represent at the time. Additional details on expenses can be provided on request. Invoices for certain types of individual expenses, such as deposition transcripts or printing charges, may be sent to you from time to time for immediate payment direct to our suppliers.

I will be the primary attorney working on this matter and will bill at the partner hourly rate. We have many qualified attorneys in our firm who may assist the City on this matter and the firm as a whole will be at your service.

Under our normal billing procedures, we will submit statements to you on a monthly basis. Statements are always due and payable upon receipt, however, there may be occasions involving unforeseen circumstances when an account will go unpaid, and in such instances we will attempt to work with you, if you communicate the nature of the delay to us. We reserve the right to terminate our attorney-client relationship at any time that any statement remains due and unpaid or that a requested advance retainer deposit against any clearly foreseeable charges is not received.

Occasionally, when a statement for a specific project is rendered near its conclusion, posting of some time and charges (such as telephone, reproduction, telecopier charges, Westlaw charges, court costs, or similar items) may be delayed, or there may be a delayed invoice for an expense which is not delivered to this firm until after the transaction has closed. In such cases, these "after closing" expenses will also be billed to you, even though you may have already received a "final" statement previously.

Should you have any questions as to any statement, please contact me at your earliest convenience so that we can resolve any problems without delay.

As you know, we cannot make representations to you as to the probability of ultimate success in any matter, and similarly we cannot guarantee any particular result. However, we do agree to exert in good faith our reasonable, ethical professional efforts in representation of our clients.

Although we attempt to retain for a reasonable time copies of most documents generated by this law firm, the firm cannot be held responsible in any way for failing to do so, and the firm hereby expressly disclaims any such responsibility or liability. You must ultimately retain all originals and copies you desire among your own files for future reference.

We will keep you informed on a regular basis of the status of the litigation and provide you copies of pleadings and notice of settings on hearings.

Because we will be representing several municipalities in the defense of this lawsuit, we are required to bring to your attention the implications, risks and advantages of such multiple representation. From our review of the pleadings already filed and our initial analysis of the allegations being made, it appears to us that common representation of multiple cities can be undertaken impartially and without improper effect on responsibilities to other clients. The allegations against each city are identical and they raise the same legal theories that are not based on individualized actions of the various cities. In this regard, it would appear that our legal analysis and strategy would be identical for each city.

It should be understood that common representation automatically requires a waiver of attorney-client privilege between the cities represented, as to the matters in this lawsuit. There can be no confidences between us and the City of Elgin regarding this lawsuit which could not also

be disclosed to the other commonly represented cities. With respect to client confidences, however, we would still be obligated to maintain any confidences given to us by the City of Elgin with respect to third parties. In this regard, your signature below constitutes a limited waiver of attorney-client privilege with respect to other commonly represented cities in matters related to the lawsuit.

Please understand that our role in representing several cities will prevent us from asserting a position on behalf of the City of Elgin that is contrary to the best interests of all the cities. While a lawyer normally acts as a partisan and advocate for a single client in a matter, our representation of multiple clients in this lawsuit requires that we not favor one city over another. We expect the interests of all cities in this lawsuit to be aligned but you should be aware of the potential for differing perspectives, which we must take into consideration.

If at any time you are not satisfied with our representation and you wish to request our withdrawal from representing you, we will do so. The same will also apply should any of the represented cities request our withdrawal from multiple representation. If at any time a legal conflict arises between any of our commonly represented cities, we will have to stop representing all clients in this matter and each will have to obtain its own legal counsel to continue the defense of the lawsuit.

If at any time during this representation you have any problem or complaint, please do not hesitate to call me, and I will do whatever I reasonably can to resolve it to your satisfaction. I wish to notify you that the State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, you may call toll free, 1-800-932-1900.

If these terms are acceptable, please sign in the space indicated below and return the approved letter to our office. If for any reason the terms of this letter are not acceptable, please let me know immediately so that we can make any necessary changes.

We truly appreciate the opportunity to be of service to you, and I look forward to a mutually beneficial relationship.

Very truly yours,

TAYLOR, OLSON, ADKINS, SRALLA
& ELAM, L.L.P.

By: 
George Staples

APPROVED AND ACCEPTED:

Charlie Crossfield
City of Elgin

Date: _____