

EGGLESTON & BRISCOE, LLP

A LIMITED LIABILITY PARTNERSHIP

ATTORNEYS AT LAW

4800 Three Allen Center
333 Clay Street
Houston, Texas 77002

Telephone (713) 659-5100
Facsimile (713) 951-9920
sod@egglestonbriscoe.com

SUSAN O. DANIEL

November 21, 2017

Ms. Cynthia Jacobson
Director of Human Resources, Collin County
Collin County Administration Building
2300 Bloomdale Road, Suite 4117
McKinney, TX 75071

Via Email

Re: Representation of Collin County - in connection with the EEOC charge and employment litigation.

Dear Cynthia:

Thank you for asking Eggleston & Briscoe, LLP (the "Firm") to represent Collin County, a political subdivision of the State of Texas, (the "Client") in connection with the above-referenced matter. The purpose of this engagement agreement is to set out the terms under which the Firm will represent the Client in this matter.

Our legal representation for this matter will be effective upon the Firm's receipt of Client's execution of this engagement agreement.

Staffing/Fees for Services and Related Charges

I will be the attorney primarily responsible for this engagement. Other partners, of counsel, associates and paralegals at the Firm may work on this matter with me, as I believe appropriate under the circumstances.

The Firm's lawyers and paralegals will bill their time to this matter on an hourly rate. My current hourly rate is \$325.00. Associates bill at a rate of \$250.00 to \$275.00 and paralegals bill at a rate of \$125.00 an hour. Our rates are subject to periodic increase. Should you require any additional services beyond this matter, a separate agreement shall be required.

In addition to our fees for legal services, the Firm will charge separately for certain actual costs and expense disbursements including postage, long distance telephone, telefax, messengers and deliveries, photocopies, computerized legal research, filing fees, travel expenses, document retrieval, computer litigation support facilities, and other similar expenses related to our work. Unless special arrangements are otherwise made, fees and expenses of outside vendors in excess of \$100.00 will be forwarded to the Client for payment to the vendor directly. Prompt payment of such invoices is expected and necessary.

Cooperation

To enable us to represent the Client effectively, the Client agrees to cooperate fully with us in all matters relating to the representation, and to fully and accurately disclose to us all facts and documents that may be relevant to the subject matter of the representation or that we may otherwise request. We ask that you also make yourself reasonably available to attend meetings, discovery proceedings and conferences, hearings and other proceedings.

Opinions

Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any attorney or paralegal of the Firm is intended to be an expression of opinion only, based on information available to us at the time, and is not as a promise or guarantee.

Ethical Guidelines

It is our intention to vigorously represent the Client in this matter. While we believe that we are very aggressive lawyers, we are also very careful to follow the ethical guidelines and the local customs and practices for attorneys. Obviously, if a situation ever arises where we feel that the actions being requested violate any of the local practices and customs or ethical rules, we will certainly inform you.

Billing

Each month, the Client will receive a bill from us that specifically sets forth all work that has been performed and the expenses that have been incurred for the preceding month. At that time, we would encourage you to review the bills. We are conscious of attorneys' fees and expenses and will prudently try to ensure that you are billed fairly and responsibly. Should you ever have any questions or comments regarding our bill, we request that you let us know immediately so that we can have an opportunity to discuss your concerns and attempt to resolve them to your satisfaction. Unless we hear from you with a question regarding your bill, we expect you to pay any unpaid bills within thirty (30) days of your receipt of the same.

The Client agrees to be jointly and severally responsible for the Firm's fees and expenses. A late charge of 1.5% per month may, at the option of the Firm, be charged on any portion of our statements over thirty (30) days past due.

Client's Documents

The Firm will maintain any and all documents which the Client furnishes to us in our files for the subject matter of the representation. At the conclusion of the employment litigation, or upon withdrawal or other termination of our representation of the Client, it is the Client's

obligation to advise us as to which, if any, of the documents in our files the Client wishes for the Firm to deliver to the Client. The Firm will retain any remaining documents in our files for a period of at least six (6) months following completion of the employment litigation and ultimately destroy them in accordance with the Firm's record retention program schedule then in effect.

Electronic Information

The Client agrees to follow the Firm's policies to comply with rules requiring preservation of electronic data. Essentially, all electronic data is potentially discoverable in litigation. This includes all e-mails sent or received by any party, other "active" information stored on servers, or information stored on backup tapes or other media that are capable of restoration, even if the information was deleted at some prior time. Once the Client reasonably anticipates litigation, the Client agrees to suspend routine document retention/destruction policies and put in place a "litigation hold" to ensure the preservation of relevant information. The Client agrees to work with the Firm so the Firm can oversee compliance with the litigation hold, and monitor the Client's efforts to identify, retain, and produce relevant documents. This will invariably involve speaking with information technology personnel who can explain system-wide backup procedures and the actual implementation of a retention policy. It will also involve communicating with "key players" in the litigation in order to understand how they stored information. The Client understands that it may not be sufficient to notify all employees and representatives of the Client of the litigation hold and expect that each employee and representative will then retain and produce all relevant information. As the Client's legal counsel, it may be necessary for the Firm to take affirmative steps to monitor compliance so that all sources of discoverable information are identified and searched. The Client understands that failure to comply with these preservation obligations could result in severe sanctions being imposed by a court, including monetary penalties, the giving of an adverse inference instruction to the jury at trial, or even dismissal of certain claims and defenses. The Client agrees to pay all costs and fees associated with complying with electronic data requirements.

Communications with the Client

Modern communication systems may not be as secure as the mailing of hard copies of documents, face-to-face meetings, or telephone land lines; and may be more easily subject to interception. By signing this engagement agreement, the Client consents to the use of modern means of communication, including but not limited to, cordless telephones, cell phones, fax machines, voice messaging, hand-held devices, pagers, e-mail, or similar devices or communication systems. If the Client wishes to communicate using password protected or encrypted e-mail, please notify us in writing and we will accommodate your request. Similarly, if the Client wishes to communicate with

us using only traditional media (letters sent via U.S. Mail or telephone land lines) please advise the Firm in writing and we will accommodate your request.

Notices to Client Regarding Grievance Process

The State Bar of Texas investigates and prosecutes professional misconduct by Texas attorneys. Although not every complaint or dispute with a lawyer involves professional misconduct, the Office of the General Counsel of the State Bar of Texas will provide you with information about how to file a complaint. For more information, please call 1-800-932-1900, toll free.

Termination of Representation or Withdrawal

The Client may terminate our representation at any time by notifying us. Termination of our services will not affect the responsibility for payment of outstanding statements and accrued fees and related charges incurred before termination or incurred thereafter in connection with an orderly transition of the matter to other counsel.

Likewise, the Firm may withdraw from representation if the Client fails to fulfill its obligations under this agreement, including paying our fees and expenses as provided above, or as permitted or required under any applicable standards of professional conduct or rules of court.

Privacy Notice

In the course of our representation, we obtain nonpublic information that is provided to us. We will not disclose this information to anyone without permission, except as permitted or required by law. We maintain physical, electronic, and procedural safeguards to protect the confidentiality of your information.

Miscellaneous

This engagement agreement shall be governed by the laws of the State of Texas. This engagement agreement contains the entire agreement between the Client and the Firm regarding the subject matter of representation. To the extent permitted by law, this engagement agreement may only be amended in a writing that is signed by the Client and the Firm. Nothing in this engagement agreement is intended or shall be construed as impermissibly waiving or limiting our professional obligations as lawyers under the Disciplinary Rules of Professional Conduct adopted by the State Bar of Texas. This engagement agreement shall be binding upon the Client and the Firm and our respective heirs, successors, legal representatives, and assigns.

As is true with all legal services, the Firm cannot and does not guarantee the results of the Firm's representation. We cannot and do not make any warranties, express or implied, with regard to our representation of the Client.

If a dispute arises between the Firm and the Client concerning the employment litigation or this engagement agreement, the Client and the Firm agrees to mediate the dispute before the filing of a lawsuit and, in the event of a lawsuit, the prevailing party shall recover attorneys' fees and expenses.

Please read this letter carefully and, if it accurately states the terms of the Firm's engagement by the Client, have the engagement agreement executed on behalf of the Client by a duly authorized

person and return a copy of the fully executed engagement agreement to me. Please do not hesitate to call me with any questions.

It is my honor and pleasure to represent Collin County. I look forward to working with you.

Sincerely,

/s/ Susan O. Daniel

Susan O. Daniel

The undersigned agrees to the terms of the Engagement Agreement.

COLLIN COUNTY

By: _____

Michalyn Rains, Purchasing Agent

DATE: _____