

November 10, 2018

Privileged & Confidential***Via Email erjohnson@co.collin.tx.us***

Ms. Erica Johnson

Risk Manager

Collin County Human Resources

2300 Bloomdale Road, Suite 4117

McKinney, Texas 75071

Re: Engagement of Wilkins Finston Friedman Law Group LLP

Dear Ms. Johnson:

This letter confirms our Firm's engagement to represent Collin County, Texas (the "Client"). We look forward to working with you, and it is our goal to provide you with high-quality legal services in order to promote a long-term relationship between us.

Wilkins Finston Friedman will represent the County with regard to HIPAA training for its managers (the "Matter"). We are not to act as counsel to any other person or entity or to undertake any duties to any other person or entity. In addition, if you tender to us other work beyond our assistance with respect to the Matter and we expressly accept the representation with respect to that other work, this letter will govern our engagement for that other work. Of course, if you ever have any questions regarding any aspect of our representation, we encourage you to contact us immediately so that any issues can be promptly resolved to our mutual satisfaction.

Billing Arrangements. Angela Stockbridge will be your primary contact at the firm, and you may call, write, or e-mail either Angela or me whenever you have any questions about the representation. Our firm's hourly billing rates are Felicia Finston, \$545 per hour, and Angela Stockbridge \$395 per hour. Our fees are charged in quarter-hour increments. We also charge for photocopying expenses at \$0.15 per page.

Unless other arrangements are made, our fees will be billed on a monthly basis, are due upon receipt, and we request payment within 30 days of receipt.

Timely payment of our invoices is of the essence and contributes to an effective relationship. We reserve the right, consistent with our ethical duties to the Client, to terminate our engagement and withdraw from representing the Client if it fails to remit timely payment of our fees and expenses.

Communication. Generally, all information you provide to us will be kept confidential and will not be disclosed to persons outside our office without your consent. Although the use of communication technology such as cordless phones, cellular phones, e-mails, facsimiles, or communication through our website help us to communicate better and faster with you, there is

an increased possibility that information transmitted over these various medium may be intercepted by an unauthorized third party or accidentally disseminated to an unauthorized third party, which compromises the attorney-client privilege between you and our firm. By its signature below, the Client expressly authorizes the use of all forms of communication as described above. If because of the sensitivity of the information to be communicated to our firm you desire that one or more of the above described means of communication not be utilized by our firm, you agree that our firm will be contacted and given specific written instructions restricting or specifying the types of communications to be utilized between us.

Retention and Disposition of Records. You should retain copies of all documents we send to you. We typically maintain a file of paper and electronic documents during the representation containing those documents we consider useful to the work. You agree that drafts and other work product prepared for the internal use of our lawyers, such as notes, internal memoranda and communications, and legal research, remain our property. At the conclusion of our engagement or any other representation we undertake on your behalf, you may request the return of the files. If you do not wish to have the files returned, we will retain them for a retention period of five years from the date of termination of the engagement. You consent to the destruction of the closed files in our possession at any time following the expiration of the retention period.

Termination of the Engagement. You have the right to terminate our engagement at any time and we have the right to resign as its attorneys at any time. However, no termination will waive any of the remaining provisions of this agreement, including: your agreement to pay us for all work performed prior to termination, and our ethical duties to you, such as our duty not to disclose confidential information to third parties. Unless previously terminated, our engagement will terminate when we send the final invoice for services rendered in this matter.

The Texas Supreme Court has promulgated a creed for Texas lawyers and requires that we provide a copy of it to our new clients. A copy is attached as Attachment A. We must also advise the Client 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's office of general counsel will provide you with information about how to file a complaint; for more information, call 1-800-932-1900."

Thank you for the opportunity to work with you. If the terms of this engagement agreement are acceptable, please return a signed copy to us.

Sincerely,

WILKINS FINSTON FRIEDMAN LAW GROUP LLP

By: _____



Linda A. Wilkins
Partner

Ms. Erica Johnson
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Accepted and agreed, this ____ day of _____, 2018.

CLIENT:

Collin County, Texas

By: _____

Name: _____

Title: _____

cc: Angela Stockbridge, Esq.

ATTACHMENT A

THE TEXAS LAWYERS CREED

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.
5. I will advise my client of proper and expected behavior.

6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand and abuse anyone or indulge in any offensive conduct.

7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.

8. I will advise my client that we will not pursue tactics which are intended primarily for delay.

9. I will advise my client that we will not pursue any course of action which is without merit.

10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.

11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.

2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.

3. I will identify for other counsel or parties all changes I have made in documents submitted for review.

4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which are not necessary to reflect the agreement of the parties.

5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meeting, conferences or closings are canceled.

6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.

7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.

8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.

9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.

10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feelings between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.

11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about the counsel's intention to proceed.

12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.

13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.

14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.

15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconveniences for any party.

16. I will refrain from excessive and abusive discovery.

17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.

18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.

19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objections or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.

2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.

3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.

4. I will be punctual.

5. I will not engage in any conduct which offends the dignity and decorum of proceedings.

6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.

7. I will represent the rulings of the Court.

8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.

9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.