

# A | R | B | H

## ABERNATHY ROEDER BOYD HULLETT

EST. 1876

1700 Redbud Boulevard, Suite 300 | McKinney, Texas 75070

Main: 214.544.4000 | Fax: 214.544.4040

November 10, 2022

### Via Email:

Re: Representation in *Pickrell, et al. v. Collin County, Texas, et al.*, in Cause No. 3:22-cv-02424, In the United States District Court for the Northern District of Texas

Dear Mr. Bilyeu:

Thank you for contacting our firm to serve as counsel for Collin County in the above referenced matter. This retainer agreement sets forth the agreement between Abernathy, Roeder, Boyd & Hullett, a Professional Corporation (“ARBH”) on the one hand and Collin County (“you”) on the other.

The scope of our representation shall be representation of you in the above-referenced lawsuit.

Our fee is based upon the amount of time we devote to each matter. It is impossible to determine in advance the amount of time necessary to complete a matter. It may be necessary to have other professionals in this office perform services on a matter other than the specific attorney retained. We will use our best judgment to determine the most economical use of our attorneys and staff personnel. Billed time includes all time spent on a matter including conferences, telephone calls, investigation, research, negotiations, drafting of documents and correspondence, client communications, communications with opposing counsel, discovery preparation and responses, depositions, filing and responding to pleadings, preparing for and attending trial, travel to and from locations away from our office, and other expenses associated with trying and preparing for trial of a case. We charge for telephone time because many times an attorney can accomplish as much on your behalf by telephone as in a face-to-face meeting with you or the opposing attorney. The use of the telephone saves your personal time and that of the attorney and results in a lower cost to you. Any figures we quote you for the total cost of our services are merely estimates. The opposing attorney or others may engage in activities beyond our control requiring us to expend additional time not originally contemplated.

You will receive itemized bills, which will be sent on a regular periodic basis based upon hourly rates presently ranging as follows:

1.	Directors	\$375.00
2.	Associates	\$250.00
3.	Legal Assistants/Legal Interns	\$125.00

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Time is billed in units of one-tenth hour each. From time to time our firm is required to adjust its hourly rates to more accurately reflect changing economic circumstances. If this occurs during the matter, you will be notified.

You will be responsible for all costs and expenses which we may incur on your behalf. These costs and expenses include filing fees, service of process, depositions, appraisals, witness fees, copy and print expense and fees for accountants and other experts. Attached hereto is a listing of costs generally incurred on litigation matters. We reserve the right to adjust these charges on a periodic basis without first consulting with you.

We may also utilize the professional services of experts on your behalf from time to time. This expenditure will be billed to you as an expense and all reports from the experts will be addressed and delivered to our office. You will be provided with copies of any reports. We will consult with you prior to employing any such experts and we will not hire any expert on your behalf prior to your approval of the anticipated expense of such experts.

The periodic bill which we will email, usually monthly, itemizes the time and costs charged to your account for that period. If you have any questions regarding the statement, feel free to contact Ms. Becky Wood in our billing department. All balances on your account are due upon receipt. Your account with this firm is an open account as that term is defined by Texas law and we will maintain a systematic record of this account. This Agreement has been executed in Collin County and all payments are due in Collin County.

All offers of settlement will be communicated to you. No settlement will be made without your consent. You agree that we will have final decision-making authority on whether to seek or agree to any extensions of deadlines for discovery or scheduling matters.

We also have the right to withdraw from the matter if, in our discretion, you have misrepresented or failed to disclose material facts to us, if you fail to follow our advice or if for any reason our relationship becomes unworkable. Likewise, you may discharge us at any time for any reason. You will be responsible for any fees and costs incurred prior to our withdrawal or discharge, including time and costs expended to turn over the file(s) and other information to you or substitute counsel.

You are liable for payment of the total fee and costs. Any amount received pursuant to court order will be credited to your account or refunded to you if we have already been paid in full. This agreement is between you as the client and us as attorneys, and the payment of fees by you does not depend upon the outcome of the case or an order for a party to pay attorneys' fees or costs.

**YOU ACKNOWLEDGE WE HAVE MADE NO GUARANTEES IN THE DISPOSITION OF ANY PHASE OF YOUR MATTER.** All our expressions relative to the matter are only our opinion. We will do our best to see that you are satisfied with the outcome but **WE CANNOT GUARANTEE A SPECIFIC RESULT.** Any statements made by any officer, director, attorney, or employee of ARBH is intended to be only an expression of opinion and only based on information available to us at that time. These opinions are statements of belief and you should not construe them as a promise or guarantee of any type.

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New fee arrangements will be required at our discretion for appellate work or the collection of amounts which a party may be required to pay you. This agreement is only for services to be performed through the trial court level and does not extend beyond the entry of judgment or motion for new trial.

We have explained to you the court dockets are crowded, and it might take a long time to have a contested matter heard. You acknowledge we have made no promises with regard to when the matter will be concluded. We will work as quickly as possible, consistent with our case load and the proper protection of your rights to get the matter concluded.

You should know that the General Counsel's Office at the State Bar of Texas (800) 932-1900 investigates and prosecutes professional misconduct committed by Texas attorneys. ARBH is committed to follow the Texas Lawyer's Creed, which may be found at [www.txethics.org/reference Creed.asp](http://www.txethics.org/reference Creed.asp).

All client supplied materials and all attorney end product (collectively "Client Materials") are your property. Examples of attorney end product include finalized contracts, pleadings, briefs, documents, and deeds. Everything else is attorney work product. Attorney work product is the property of ARBH. Examples include photocopies of Client Materials, internal memoranda, administration materials, correspondence, legal research, electronic versions of Client Materials, as well as drafts of contracts, pleadings, briefs, documents, and deeds.

Unless you retrieve your Client Materials within 120 days after the date we conclude our representation of your interest in these matters, you agree that we may, in our sole discretion, destroy the files. You agree that we may at any time electronically copy your files and destroy the physical files. We will not be obligated to provide you with any additional notice of our intent to destroy these files or a copy of these files.

This Agreement contains all of the terms of Abernathy, Roeder, Boyd & Hullett, P.C.'s financial arrangement with you and can only be modified by a written document signed by all parties, except for any hourly rate adjustment as set out above which will be effective upon notice from ARBH.

### **Additional Terms and Conditions**

1. Payments will be made in accordance with VTCA Section 2251.021 Time for Payment by Government Entity.
2. Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax
3. The Company shall not assign, sell, transfer, or convey this agreement, in whole or in part, without the prior written consent from Collin County.
4. Venue - This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, TX.

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5. Severability: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
  
6. Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

SIGNED this 10<sup>th</sup> day of November 2022.

**ABERNATHY, ROEDER, BOYD & HULLETT, P.C.**

By:   
DIRECTOR

By:   
8195959E82F645E  
CLIENT  
CC# 2022-1229-11-14

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**LIST OF COSTS**

1. In-House Black and White Photocopy.....20¢ / page
2. In-House Color Photocopy .....30¢ / page
3. Facsimiles (per page, sent).....\$1.00
4. In-house Courier (Dallas and surrounding cities).....\$35.00
5. In-house Courier (local).....\$10.00
6. Legal Research (Lexis/Westlaw, etc.) ..... At Cost
7. Telephone (long distance).....\$2.00
8. Telephone (local) ..... No Charge
9. Postage..... Current U.S. Postal Service Rate
10. Federal Express ..... At Cost
11. Outside Duplicating ..... At Cost
12. Travel and Expenses ..... At Cost
13. Expert Fees..... At Cost
14. Professional Services ..... At Cost