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Texas Trial Attorneys

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FILED FOR RECORD  
at 12:00 o'clock P M

MAY 14 2024

BECKY LANDRUM

County Clerk, Hunt County, Tex.

By 

*Darrell G-M Noga*  
972-980-3288 Direct Dial

[dnoga@feesmith.com](mailto:dnoga@feesmith.com)

April 26, 2024

Daniel Ray  
Scott, Ray & Sullivan  
2608 Stonewall Street  
Post Office Box 1353  
Greenville, Texas 75403-1353

Sent Via Email: [daniel@scottraylaw.com](mailto:daniel@scottraylaw.com)

**ATTORNEY-CLIENT COMMUNICATIONS: THIS DOCUMENT AND  
ITS CONTENTS CONSTITUTE LEGALLY PRIVILEGED INFORMATION**

RE: Avdeef v. Lindsey Nicole Cole, Hunt County, *et al*  
US District Court, Eastern District of Texas, Sherman Division  
Case No. 4:24-cv-00356-SDJ-AGD

Dear Daniel:

This correspondence will follow up on our email and text communications today as to the engagement of our law firm and provides you with some general information on our law firm's policies and procedures, and a broad explanation on the method used by our law firm to charge for our services. If you have any questions about these matters, please contact me at your convenience.

Client

Our clients will be certain Hunt County Defendants in the above-captioned litigation that you will identify and confirm (herein after the "County Clients"). Hunt County, by and through its duly authorized County Commissioners Court, will be responsible for our legal fees and costs. Unless you direct otherwise, all communications (including statements for services) will be delivered by email in the form of an e-statement. We would be happy to deliver a hard copy by regular mail upon request. We have the County Clients' primary contact email address, and mailing address recorded as:

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Scott, Ray & Sullivan

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If you wish us to send our monthly bills to a different addressee, please advise.

### Scope of Work

We are to defend and represent the interests of the County Clients you will designate in regard to the above-captioned pending litigation filed by Stephen and Melissa Avdeef. If the scope of our engagement expands by our mutual agreement, this letter will apply. Our engagement will be limited to providing legal services. We will not include accounting, financial, management or other non-legal services.

### Conflicts

You identified Stephen Matthew Avdeef and Melissa Ann Avdeef as adverse parties. There is no indication of any prior representation that would be a conflict. Further, you advise and confirm that there is no indication of any conflict of interest between any of the named County Clients described herein, and the interests of the Defendants are aligned.

### Results

Due to numerous and complicated factors, some of which are beyond our control, we cannot guarantee a favorable outcome in any litigation or business matter that we are handling for you. We will, however, within the bounds of legal ethics, do our utmost to provide you and the County Clients with high quality legal services to represent and protect the County Clients' legal interests. We will not conclude or settle this matter without the County Clients' approval. Keep in mind that you and the County Clients will be kept updated of substantive developments and will approve and have input as to our action plan and related strategy.

### Records

Pursuant to FSS's closed file retention policy, after the Engagement has concluded our file in this matter will be archived for a period of five (5) years. At the end of that period, the file will be destroyed, without further notification.

We will, of course, be retrieving and reviewing pertinent documentation from the County Clients in connection with our work addressed herein. In that context, the County Clients should retain all originals and copies of documents for future reference, and at the conclusion of a matter we request that the County Clients advise us and identify which, if any, documents you wish us to return.

### Fees

Our fees are based on time spent on your behalf as measured in tenths of an hour. Our objective of charging a reasonable fee is achieved through maintaining accurate records as to the time spent by each attorney and legal assistant and then billing for that time in accordance with a range of hourly rates we establish based upon each attorney's and legal assistant's experience. However, our fees may be modified when we consider other factors involved, such as:

1. The time and labor required;
2. The novelty and difficulty of the questions involved;
3. The skill requisite to perform the legal service properly;
4. The likelihood, if apparent to the Client, that the acceptance of the particular employment will preclude other employment;
5. The fee customarily charged in the locality for similar legal services;
6. Time limitations imposed by the Client or by other circumstances;
7. The nature and length of the professional relationship with the Client; and
8. The appropriateness of alternative fee structures, such as flat rates or contingency fees.

Hourly rates to be charged in this case are as follows:

Partners (primarily the undersigned):	\$ 340
Senior Associates or Counsel (primarily Chris Klement):	\$275
Associates:	\$ 250
Paralegals/Legal Assistants:	\$ 110

Our rates are reviewed periodically and may be subject to adjustments, including a regular annual adjustment. I will be the lead partner primarily responsible for this work and the County Clients' representation, with the assistance of other attorneys or legal assistants utilized as may be necessary and if more efficient and economical for the County Clients. The time required for the work referenced herein, of course, depends upon various factors currently unknown; including, but without limitation, the County Clients' time constraints, how narrow the issues may be, whether any related incidents or potential actions are raised, how much reporting will be required, how cooperative witnesses may be, and how much underlying documentation is involved.

### Billing Practices and Payment

We bill for matters on a monthly basis, and payment is due within 30 days of receipt of our statement. Our statement will reflect charges for the following items (if applicable): messenger and special delivery services, unique fee-based research, travel expenses, and filing and recording fees. It may also include charges for extraordinary items which may be generated by the particular demands of the project involved. However, such extraordinary expenses will not be incurred absent the County Clients' approval.

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### Fee Estimates

If requested, we will attempt to estimate our fees and expenses for the matter. However, actual fees and expenses incurred are a result of many conditions, a number of which are beyond our control, particularly when other parties are involved. Accordingly, an estimate is only that, and our statements will be determined as described above.

### Retainer

*Fee, Smith & Sharp LLP has waived its retainer requirement for the County Clients.*

### Termination

The County Clients may terminate our engagement at any time by notifying us. Likewise, we may withdraw from our representation of the County Clients by notifying you in writing. In either case, our withdrawal will be accomplished subject to applicable ethical requirements. Upon termination of our representation, the County Clients will be obligated to pay us for all services rendered and expenses incurred through the date of termination.

### Electronic Mail

We will often communicate with you or others related to this matter by email. Such communications will not be encrypted. Although interception of such communications by third parties would constitute a violation of federal law, we can offer no assurance that such interception will not occur. We will abide by any instructions you may give us concerning email communications; in the absence of such instructions, we will use our own judgment regarding the appropriateness of using such means of communication.

### Texas Lawyer's Creed

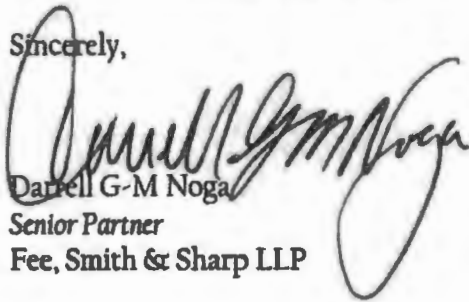
On November 7, 1989, the Texas Supreme Court adopted the Texas Lawyer's Creed - A Mandate for Professionalism. Paragraph II, subchapter 1 of the Creed requires us to advise you of its contents when we undertake representation. A copy of the Creed is attached hereto. We intend to abide by the Creed.

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If you agree with the foregoing, please sign and return to us an executed copy of this letter by email. Again, I greatly appreciate the opportunity to work with you again and for our firm to be of service in protecting and pursuing the County Clients' interests. I thank you for your support and very much appreciate your confidence.

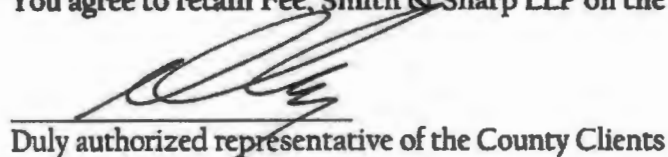
Sincerely,



Darrell G-M Noga  
Senior Partner  
Fee, Smith & Sharp LLP

DGN/rl

You agree to retain Fee, Smith & Sharp LLP on the foregoing terms.



Duly authorized representative of the County Clients

Dated: 4/29/2024

Enclosure (Texas Lawyer's Creed by Email Only)