

## DAVID A. BUONO II– PARTNER david@ssimlaw.com

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Fax: (512) 347-1676

November 28, 2023

Jaden Riley

Via E-mail jaden@jadenriley.com

Re: Engagement Letter - Litigation

Dear Ms. Riley:

The purpose of this letter is to outline the general terms and conditions upon which we will be representing you in connection with the above-referenced matter.

It is the policy of our Firm to assure that our clients clearly understand the amount and manner in which we bill for our legal services and for disbursements advanced by the Firm on their behalf. Our experience shows that the manner in which fees and expenses are computed and charged and procedures for billing and payment vary from law firm to law firm. We believe that a prior understanding of such matters is essential to a harmonious, professional relationship. Consequently, I encourage you to feel free to ask any questions you may have with respect to our fees or legal services in order to assure a full and mutual understanding. This letter is intended to set forth our agreement concerning the manner in which services rendered and expenses incurred by us on your behalf will be billed and paid.

In consideration of the services we have provided and will provide, we understand that you agree to pay legal fees based on our standard hourly rates, as in effect from time to time during the course of the engagement, for the attorneys and para-professional personnel of this Firm who work on the above-referenced matter. We expect that I will perform a majority of this work, although we may be assisted from time to time in connection with specific matters by other partners, associates, and para-professionals in our offices.

Each of the lawyers in our Firm possess some experience and expertise in certain areas that other lawyers in the Firm do not. In the interest of efficiency and cost savings to our clients, where time and work scheduling permit, it is our practice to refer matters internally to the individuals who can perform the highest quality work at the lowest cost. In addition, we employ staff members who are not licensed to practice law but who are capable of performing (under the supervision of one licensed to practice law) legally related tasks requiring a lower level of experience and expertise, again, in order to perform work more rapidly and at a lower cost where that appears desirable. Therefore, you may find services being performed for you by any number of individuals

**DALLAS**: 4621 Ross Avenue, Suite 300; Dallas, Texas 75204 / (214) 368-1515 / Fax: (214) 292-9647 **BOULDER**: 885 Arapahoe Ave., Suite 207; Boulder, Colorado 80302 / (303) 718-6222 / Fax: (303) 496-3011

within our Firm based on those considerations. Ultimately, however, the attorney in charge (which in this case will be me) will be responsible for the work being performed to your satisfaction. In this regard, I encourage you to discuss with me at any time questions you have or problems you perceive.

Generally, our method of computing the fees for legal services rendered for particular client matters is to record in tenths of an hour time spent by each person performing services on a daily basis and to total the time expended at the end of the month. This time is then multiplied by the applicable hourly rate for the attorneys or para-professionals who performed services on such matters. Our partner rate for this matter is \$250.00 per hour. Paralegal and law clerk time is billed at \$135.00 per hour. Our general practice is to adjust our hourly rates for time-keeping personnel annually in January of each year to reflect additional knowledge and experience acquired during the preceding year.

In addition, any expenses (such as long-distance telephone charges, photocopying and telecopying charges, shipping and delivery charges, courier expenses, printing costs, filing fees, computer legal research, travel expenses, etc.) are sent directly to you for payment, are deducted from your retainer or are added to the statement for the month in which they are advanced.

We require a \$1,500.00 retainer for this representation. We will not utilize the retainer unless, in our discretion, we determine it necessary in order for us to satisfy our bills. In the event that we elect to do so, we reserve the right to require you to replenish the retainer as a condition to future representation. You hereby grant us a security interest in the retainer with, among other rights, the right to offset the retainer to pay our fees. In addition, we reserve the right to require that the retainer be increased if the Firm reasonably believes the additional retainer is necessary to insure the Firm's financial security in this matter.

The retainer payment may be made via credit card at the following link: <a href="https://secure.lawpay.com/pages/ssjmlaw/trust">https://secure.lawpay.com/pages/ssjmlaw/trust</a>.

The Firm will bill you on a monthly basis by written statement, with the amounts billed to be payable within ten (10) days of the date of such statement. The Firm reserves the right to suspend or terminate any work in progress and to withdraw from this representation in the event of non-payment of any amounts set forth above, in the event that the Firm deems itself financially insecure, or if at any time a conflict between us or with an existing client arises. In addition to our right to withdraw from this representation at any time as set forth above, it is agreed that you reserve the right to terminate this agreement at any time, provided that all accrued fees and expenses are paid.

The Firm has a file retention policy of retaining client files for five years after the date the matter is closed, whereupon such files are destroyed. If you wish for your file to be returned to you after our representation in the matter is completed, please provide us written instructions to that effect.

If the terms of our representation are acceptable to you, please acknowledge your acceptance by signing a copy of this letter and returning it to me along with the retainer. If you have any concerns or questions in this regard, please contact me immediately to discuss them. Thank you for your prompt attention to this matter, and we look forward to working with you.

Very truly yours,

Savrick, Schumann, Johnson, McGarr,

KAMINSKI & SHIRLEY, LLP

David A. Buono II For the Firm

AGREED AND ACCEPTED this 28 day of November , 2023.

By: Jaden Riley (Nov 28, 2023 13:07 CST)

Jaden Riley: