



LAW OFFICE OF
ERIKA L. NEILL, PLLC

February 6, 2025

Crockett Economic and Industrial Development Corp
c/o President Ianthia Fisher mayor@crocketttx.org
200 N. 5th Cit.
Crockett, Texas 75835

City of Crockett
c/o Mayor Ianthia Fisher mayor@crocketttx.org
200 N. 5th St.
Crockett, Texas 75835

Re: Cause No. 25-015-3; Woodrow J. Jones, Sr. vs. John Angerstein, In his individual capacity as Board Member, Ianthia Fisher, Registered Agent, Joe and Jane Doe, Crockett Economic and Industrial Development Corporation (CEDIC), and James Gentry, Executive Director; In the 3rd District Court of Houston County, Texas;

Dear Dr. Fisher:

This letter explains the terms of my legal representation of Crockett Economic and Industrial Development Corporation ("CEDIC") and the City of Crockett (jointly referred to herein as "Crockett"), and these entities' officials in regard to the above referenced litigation. Crockett should have a clear understanding of the terms of my representation, and I encourage you to contact me promptly if you have any questions regarding this letter or any matter I handle for Crockett. These terms are an integral part of our agreement and will be modified only in writing by mutual consent.

My firm will act on Crockett's behalf to the best of its ability at all times. Crockett and its officials agree to cooperate and fully comply with all reasonable requests by my law firm. Any opinions my firm expresses on the outcome of legal matters will be based on my best professional judgment but are not guarantees. No representation is made concerning the successful outcome of any legal matters undertaken by this law firm. Opinions will be limited by my knowledge of the facts and subject to changes in the law.

Subject to the undersigned attorney's supervision, legal assistants may work on this case. At times, work may be delegated to involve someone with special expertise or to provide services in the most efficient and timely manner. Authorization from Crockett will be obtained before the work is delegated to someone outside of the firm.

Legal Fees. Fees are based on the following factors:

1. The novelty and difficulty of the issue involved, the skill required to provide the legal services properly, and the experience, reputation, and expertise of the lawyers and legal assistants performing the services as reflected in their hourly rates;

2. The time and labor involved to perform work;
3. The fee customarily charged in the community for similar services;
4. The amount of money or value of property involved, and the results obtained;
5. The time limitations imposed by Crockett and by the circumstances or the likelihood that acceptance of this work will preclude other employment by the law firm;
6. The nature and length of our professional relationship;
7. The extent to which office procedures and systems contribute to producing a high-quality product efficiently;

Among these factors, time, effort, and skill required are customarily given the most weight.

As consideration for our acceptance of Crockett as a client, Crockett has agreed to pay the firm the following amounts:

Erika L. Neill	\$275.00/hour
Legal Assistants	\$100.00/hour

The firm keeps records of the time spent on the services performed, including personal and telephone conferences, negotiations, factual and legal research and analysis, document preparation, court appearances, and travel. Billable time is recorded in tenths of an hour and have a minimum entry of one-tenth of an hour. Rates are adjusted annually to reflect levels of experience, changes in overhead costs, and other factors.

I am often asked to estimate the legal fees and costs in connection with a particular matter. When possible, I will furnish an estimate, but always with the express understanding that it is not a maximum or fixed-fee quotation.

Other Expenses. The firm commonly incurs charges and expenses in providing legal services for the firm's clients. These include charges may include service vendors as well as clerical charges. Other expenses typically include express delivery charges, copying costs, and filing fees. Some other expenses include deposition and transcript costs, expert and witness fees, and travel expenses. The firm incurs expenses as an agent for its clients and often I will have Crockett billed directly by the vendor, or I may forward the vendor's bill to Crockett for payment. Crockett agrees to pay the expenses on a regular basis. Expenses not sent for payment by Crockett directly to the vendor will be itemized on monthly statement.

Retainers and Trust Accounts. There is no retainer due at this time with the law firm. A retainer may be required in the future. If so, Crockett will be required to replenish the retainer as needed. The retainer deposit will be charged for fees and costs as incurred. The firm will disburse payments from the deposit to cover specific items as provided in our agreement, and

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statements will reflect these payments. Crockett agrees to restore the deposit to its original amount when requested. At the conclusion of the firm's representation or when the deposit is no longer needed, the appropriate balance will be returned to Crockett.

All trust deposits, including retainers, are placed in trust accounts. By court rule, your deposit is placed in a pooled account if it is not expected to earn a net return, taking into consideration the size and anticipated duration of the deposit and the transaction costs. Interest earned on the pooled account must be paid to a charitable foundation established by the Texas Supreme Court.

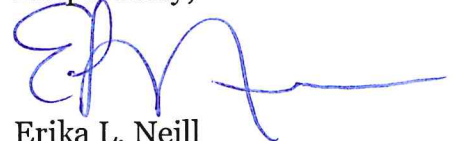
Terms of Payment. The firm will bill Crockett on a regular basis, normally monthly, for both legal fees and other expenses. Supporting documents including invoices and time records are available for your inspection during normal business hours. Crockett agrees to make payment upon receipt of the statement. Crockett agrees that fees and other expenses may be deducted from any amounts collected by the law firm on Crockett's behalf. Payment of Crockett's account is not dependent on a successful outcome in the matters for which the firm represents Crockett.

The firm will give Crockett prompt notice if its account becomes delinquent, and Crockett agrees to bring the account current. If the delinquency continues and Crockett did not arrange satisfactory payment terms, I will withdraw from representation and pursue collection of the account. Crockett agrees to pay the costs of collecting the account, including any court costs, filing fees, and a reasonable attorney's fee.

Lawyers are subject to the Texas Disciplinary Rules of Professional Conduct, which list several circumstances that allow or require a lawyer to withdraw from representing a client, including nonpayment of fees or costs, misrepresentation or failure to disclose material facts, action contrary to our advice, and conflict of interest with another client. I try to identify, in advance, and discuss with a client any situation that may lead to my withdrawal, and if withdrawal becomes necessary, I will give Crockett immediate written notice.

I appreciate this opportunity to serve Crockett. Should you wish to discuss the case, please contact the undersigned attorney at (936) 632-2259, at your convenience.

Respectfully,



Erika L. Neill

Cc: John Angerstein

angersteinj@crocketttxas.org

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ACCEPTED AND AGREED TO ON _____ day of February 2025.

Crockett Economic and Industrial
Development Corporation (CEDIC)

By: _____
Title: _____

City of Crockett, Texas

By: _____
Title: _____

The Texas Lawyer's 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.

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.

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.

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6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I 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 setting disputes.

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 have not been agreed upon or omit provisions which are 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, meetings, 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 feeling 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 that 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 inconvenience 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 objectives or is fully justified by the circumstances.

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 the 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 and will not manifest by words or conduct bias or prejudice based on race, color, national origin, religion, disability, age, sex, or sexual orientation.
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 respect 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.