

Richard C. McCrea, Jr.
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June 1, 2018

VIA E-MAIL (Ahardy@matthewseastmoore.com)

Arthur Hardy, Esquire
Matthews Eastmore Hardy Crawels & Garcia
1626 Ringling Boulevard, Suite 300
Sarasota, FL 34236

Re: Lyna Jimenez -Ruiz

Dear Mr. Hardy:

Thank you for agreeing to engage Greenberg Traurig, P.A (“Greenberg Traurig”) as attorneys for the Sarasota County School Board, Rachel Shelley and Todd Bowden. We appreciate the opportunity to provide legal services in connection with the dispute involving Lyna Jimenez-Ruiz and any ensuing litigation.

1. Our Agreement. This letter sets forth the terms and conditions by which our firm will represent you. It, together with our attached Billing Policies, constitutes the retainer and engagement agreement (the “Agreement”) between you and Greenberg Traurig. This is our only agreement for this engagement.

If this Agreement is acceptable, please sign and return a copy to me at your earliest convenience; the original is for your files. While we request a signed copy of this Agreement for our records, this Agreement will constitute and state the contract between us if and when we begin rendering any services and such services are accepted.

Please feel free to call me if you have any comments or questions concerning this Agreement.

2. Scope of Engagement:

a. **the engagement and matter.** Our representation of Clients will include only defending against claims brought by Ms. Jimenez-Ruiz (the “Subject Matter”). We have not been asked to represent Clients or anyone else affiliated with you in any other matter at this time. You and we may agree to limit or expand the scope of the Subject Matter, but that will occur and be effective only if agreed in writing by both of us, with a specific mutual understanding as to the nature and scope of any such further services. Further, we or another affiliate of Greenberg

Traurig (collectively "GT") and you or one of your affiliates may also agree upon other or further representations by GT. If that occurs, unless otherwise agreed in writing, this Agreement will also apply to and govern such other or further representations.

b. **the clients.** The clients for this engagement is Sarasota County School Board, Dr. Rachel Shelley, and Dr. Todd Bowden. Because of the proliferation of entities partially or wholly owned or owning other entities, and the confusion and problems this creates vis-a-vis potential ethical and business conflicts of interest, GT does not and will not regard an affiliate of a client entity (i.e., parent, subsidiary or other entity or other entity partially or wholly owned by or owning it) or a person owning or connected with the client (e.g. officer, director, member, partner, shareholder, owner, employee, etc.) as a client of GT for any purpose unless a client-lawyer relationship has been established by an express written understanding as to that matter and that specific entity or person. Similarly, GT will not regard a representation that is adverse to such an affiliate or person as adverse to the client being represented by GT under this Agreement (or any other matter to which it applies). Accordingly, if there such an affiliate or person that you wish GT to regard as a client for conflict purposes, please specify it or him/her before you and we sign this Agreement; if such entity or person is not expressly accepted us in writing as a client, it or she will not be a client.

c. **nature of services.** We will provide only legal services in connection with this engagement. We are not providing, and you will not look to GT or rely on GT for, business, investment, insurance, accounting or other such non-legal services, including without limitation advice, decisions, investigation (e.g. as to the character or credit of persons with whom you may be dealing) or other such non-legal services.

Further, our acceptance of this engagement and representation of you is not an undertaking or acknowledgement that GT is or will be your general counsel or advisor, or that GT is representing you or will represent you or your interests in any matter other than the Subject Matter or as otherwise described above.

d. **exclusions from legal services.** Unless expressly included in the foregoing and part of the express Subject Matter, our service do not include advice relating to tax implications or consequences of this engagement, our services or the results of our representation.

e. **no continuing obligation.** Subject only to obligations which we may have as expressly provided by law or the Rules of Professional Conduct ("Ethics Rules"), we will have no continuing obligation to you in connection with or as a result of the Subject Matter or this engagement after the termination thereof as provided elsewhere in this Agreement. Our representation of you does not constitute or include a continuing obligation to advise you or represent you thereafter as to the Subject Matter of our engagement, including without limitation as to subsequent developments or proceedings, or concerning subsequent legal developments that might have a bearing on your affairs or as to subsequent requirement you may have concerning

the Subject Matter.

f. **insurance coverage.** You may have rights under insurance policies that would entitle you to a defense or indemnification for potential losses in this matter. GT has experience addressing coverage issues, and, if wished, would be pleased to assist you in that regard, subject to review of potential conflicts and other legal or ethical limitations. However, unless you have specifically requested our assistance in that regard, and we have determined we can properly do so and so advised you in writing, that is not part of the Subject Matter and scope of this retention and this Agreement does not include pursuit of coverage rights.

3. **Conflicts:** Our firm represents a broad group and spectrum of clients in a variety of legal matters. Accordingly, conflicts of interest may arise that, absent an effective conflicts waiver, may adversely affect your ability and the ability of other clients or potential clients to choose GT as their counsel, and possibly preclude GT from representing you or them in pending or future matters. We wish to be fair to all clients, and to assure that they have the right and ability to use us or any other counsel of their choice. Accordingly, this Agreement confirms that:

a. **consent and waiver.** You are comfortable (after having had sufficient opportunity to consider, investigate and consult independent counsel to the extent you may wish) that you are adequately informed about the possibility and nature of such conflicts and potential conflicts and of the risks and consequences or potential consequences of them. Therefore, on the conditions and terms stated in this paragraph, to the fullest extent legally and ethically permissible, you each have determined to, and hereby confirm that you each do: [i] waive any such actual or potential conflict which may be presented or occur as a result of this engagement; [ii] consent to GT's representation now or in the future of other present or future clients on any other matter, whether or not on a basis adverse to you or any of your affiliates (including in transactions, litigation, and other legal or ethical proceedings or matters) except as stated below ("Permitted Adverse Representation"); and [iii] promise for yourself or your affiliates not to assert that this engagement or GT's other representation of you or your affiliates is or should be a basis for disqualifying GT from representing any party in any "Permitted Adverse Representation" or gives rise to or supports a basis for any claim of breach of duty against GT.

b. **conditions.** The foregoing waiver, consent and promise are conditioned upon and limited by GT's agreement, confirmed hereby, that GT: [i] will not represent another client adversely to you in a matter involving the Subject Matter or substantially related to it or any other matter in which GT is representing or has represented you or your affiliates; [ii] will screen those attorneys representing you or your affiliates from those attorneys who will represent other clients adversely to you or your affiliates; [iii] not use or disclose confidential information of you or your affiliates which is nonpublic and not known to such other client(s) adversely to you in any such matter or otherwise as may not be permissible under applicable Ethics Rules or any written agreement by GT pertaining to such information.

c. **continuation.** Subject to limitations if any under the law and such ethical rules, these waivers and consents, and the conditions and terms stated above, apply at present as to current and past conflicts and potential conflicts and will continue to do so in the future, including during or after termination of GT's representation of you or your affiliates as to the Subject Matter and in any other engagement.

4. **Joint Representation.** We have been retained to jointly represent the School Board, Dr. Rachel Shelley and Dr. Todd Bowden (the "Joint Clients") in this engagement; and have agreed to do so in accordance with this Agreement with the following further understandings:

a. **no conflict.** Based on the facts currently known to us, we see no actual or potential conflict between the Joint Clients or any of them with respect to the Subject Matters and have determined that we can adequately represent the interests of each client provided that, as we have been advised, each client has knowingly consented to the joint representation. Indeed, our understanding is that the representation of either will necessarily inure to the benefit of the other(s), and we see no divergence of interest between the Joint Clients as to the Subject Matter.

b. **consequences.** Joint representation as contemplated here has the following consequences which you need to consider and evaluate before we proceed in that fashion. These include without limitation:

There is an attorney-client privilege between the Joint Clients and GT as to third parties, which is delineated in and subject to applicable law and Ethics Rules. But, there is no attorney-client privilege between joint clients. We cannot, therefore, keep confidential from any Joint Clients information communicated to us by another Joint Clients in connection with this engagement so long as the joint representation continues. Accordingly, consistent with our obligation to represent all of the Joint Clients, Greenberg Traurig will be required to disclose to all Joint Clients information that one of you may consider confidential to you. In addition, in the event a dispute arises between Joint Clients, any information conveyed to us regarding matters of common interest will not be privileged or confidential in any proceeding to resolve the dispute.

While we see no current conflict in your respective positions, your interest may diverge in the course of the representation or facts may come to light suggesting an actual or potential conflict between you with respect to the matters in controversy. If that occurs, we will bring the actual or potential conflict to your attention; and we ask that you do the same if you become aware of facts or circumstances that suggest that to you. If such occurs, we will discuss the conflict or potential conflict with each of the Joint Clients, as well as whether a waiver of the conflict may be possible to allow us to continue the joint representation. If the circumstances do not permit such a waiver or if either or any of you is unwilling to give a waiver that is required, we may be compelled to terminate the joint representation. Our possible continued representation of others of you is explained below.

If a waiver is not permissible, Dr. Shelley and Dr. Bowden agree that GT will be free to continue to represent the School Board notwithstanding the actual or potential conflict, that Dr. Shelley and Dr. Bowden will obtain separate counsel and will not seek to disqualify GT from continuing to represent the School Board in this matter by reason of our prior joint representation of the Joint Clients.

If, at any time, any of you consider that your individual interests would be better served by retaining separate counsel, you are entitled to do so. Similarly, during our engagement, you or we may conclude, irrespective of conflicts, that our continued representation of the Joint Clients should be discontinued. If so, you or we will promptly advise the other and any other Joint Clients; and we will discuss that together. If we cannot resolve the matter, you or we will be permitted to terminate our representation by any of you by giving notice of such termination. In that event, the provisions detailed elsewhere in this Agreement concerning GT's permissible and possible continued representation of the other Joint Clients will apply

c. **termination.** If the representation of any of the Joint Clients is terminated for any reason, then, to the maximum extent permissible legally and ethically, [i] we will and will be permitted to continue to represent the other Joint Clients(s); [ii] each of you consents to our doing so and waives any applicable conflict or potential conflict that might apply or prevent us from doing so; and [iii] each of you promises not to assert any objection to our doing so or to take any steps to prevent that.

Therefore, notwithstanding anything herein to the contrary and subject only to applicable law and express specific contrary Ethics Rules, if our representation of one or more of the Joint Clients terminates for any reason, regardless of that reason and if and to the extent that a waiver is or will be permissible, you each agree that GT will be free to continue to represent any or all of the rest of the Joint Clients who may wish us to do so notwithstanding that actual or potential conflict. If that occurs, then the Clients for whom our representation has terminated will obtain separate counsel and will not seek to disqualify GT from continuing to represent such other Joint Clients in this matter by reason of our prior joint representation of that client or the Joint Clients.

d. **financial responsibility.** If and notwithstanding termination of our representation of the Joint Clients, regardless of the reason, unless otherwise agreed in writing, the School Board will remain responsible for our fees and expenses up to the date of the termination; and [ii] the School Board will remain responsible for the other Joint Clients who we continue to represent thereafter. If an issue arises as to who must pay any fees and expenses associated with our representation of the Joint Clients, either jointly or individually, each and all of you will assure that we are paid timely and in full. You will resolve any such issue between yourselves; we will not represent either or any of you as to it or in connection with such a dispute.

5. **Staffing.** Richard C. McCrea, Jr. will be the attorney principally responsible in and for this engagement. At present, we expect to include and enlist the assistance of other lawyers, generally associates and paralegals. That may change and additional or different attorneys and paralegals may participate or replace others in this engagement, depending on the circumstances during the engagement, as to the Subject Matter, within GT or otherwise relating to the engagement.

If there are changes in staffing, you will be advised; and, of course, if you wish different persons to be involved, we will discuss that with you to attempt to assure that you are satisfied with the staffing.

6. **Fees and Expenses:** This Agreement further confirms that:

a. **fees.** Unless otherwise agreed between us in writing, our fees for the services being provided will be based upon the time spent by our personnel in accordance with the attached Billing Policies. While the current billing rate for Richard C. McCrea, Jr. is \$585 per hour, we are willing to undertake this representation for a blended rate for all attorneys of \$360 per hour. The rate for paralegals is currently \$225 per hour.

Depending on circumstances and the passage of time, our rates are subject to change as the engagement progresses. If that is to occur, we will discuss that with you in advance.

b. **expenses.** In addition to fees for legal services, this engagement will require you and us to pay or advance the cost of expenses other disbursements of the type more fully discussed in the attached Billing Policies. You understand that, when we advance such payments for a client, we do so to expedite the engagement in reliance on the client's promise, confirmed here, to reimburse us for such disbursements promptly in accordance with the Billing Policies.

c. **payment of bills:** Fees and costs will payable on a monthly basis in accordance with the attached Billing Policies.

6. **Cooperation and Communication:** To assist effective and efficient pursuit of this engagement, we are looking to you to provide us with the factual information, documents and other materials you have concerning the Subject Matter, and to keep us informed in that regard if and as you learn and receive more. We also look to you to keep us advised as to your expectations and any concerns you may have regarding our services during the engagement.

We wish for and encourage candid and frequent communication between us. We will keep you informed of developments regarding the Subject Matter, and will consult with you as we endeavor to assure the timely and appropriate performance and completion of our services. We encourage you to be actively involved in the strategy and tactical management of this engagement. You will make the business or technical decisions.

With the foregoing in mind, you have assured us that you are disclosing and will disclose, fully and accurately, what you know and learn that may be pertinent to our services, and that you will cooperate fully with us and to make yourself and others available as needed to assist us .

7. **Termination and End of Representation:** Subject to any limitations imposed by court or the applicable Ethics Rules, Greenberg Traurig or you may terminate this engagement and our representation at will. That includes without limitation termination pursuant to and in accordance with the attached Billing Policies.

Otherwise, our engagement and attorney client relationship will terminate automatically upon the completion of our services for the Subject Matter or, if that is not clear, six months after we have furnished any billable services to or for you as to the Subject Matter.

If you later retain us to perform further or additional services, that will be confirmed in writing and the attorney/client relationship will be revived on the terms of this engagement letter, subject to any new or supplemental terms of engagement that we may agree upon in writing at that time. The fact that we may inform you from time to time of developments in the law which may be of interest to you, by newsletter or otherwise, should not be understood as a revival of an attorney/client relationship.

8. **No Guaranties, etc.:** We have not given you any assurance or guarantees concerning the success of this engagement or our services or otherwise as to outcome of them, or accepted any contractual obligation in that regard. Nor have we made any representation or warranty other than as may be expressly stated in this Agreement as to those matters or our services (including without limitation whether our services will result in an economic benefit or monetary recovery to or for you or, if they do, as to amount or value thereof.

9. **Clients Documents:** We will maintain any documents you furnish us in our client file (or files) for this matter. At the conclusion of the matter (or earlier, if appropriate), it is your obligation to advise us as to which, if any, of the documents in our files you wish us to turn over to you. We will retain any remaining documents in our files for a reasonable period of time and ultimately destroy them in accordance with our record retention program schedule then in effect. We may also elect to retain copies of the documents we turn over to you and ultimately destroy them too in accordance with our record retention program schedule.

If you request a copy of some or all of the client file for this matter, whether before or after the termination of our representation of you, you agree that we may, to the extent permitted by law, charge you a reasonable fee for copying the file as well as for any associated delivery and assemblage costs.

In the event that our representation is terminated and you have not paid for all services rendered and/or other charges accrued on your behalf to the date of our withdrawal, we may, to

the extent permitted by law, assert a retaining lien against any documents or files remaining in our possession until such charges are paid.

10. Miscellaneous.

a. binding effect. This Agreement is personal to us and is not assignable by either of us without the written consent of the other. However, your economic obligations hereunder (including without limitation the attached Billing Policies) are and will be binding on (as applicable) your successors and estates, heirs, trustees and other legal representatives.

b. modification. This Agreement may not be changed, amended, or otherwise modified, in whole or in part, except by a writing executed by all parties to this Agreement. No unilaterally proposed or announced change, supplementation, interpretation, guideline or other statement or pronouncement (by either GT, you or anyone else), whether inconsistent with any provision of the Agreement or otherwise, will be effective or binding or will otherwise suffice to modify or add to this Agreement unless accepted in writing by the other of us and/or, as applicable, any other person or entity sought to be bound by or otherwise affected by it.

c. no waiver. No waiver of any of the provisions of this Agreement (including without limitation the Billing Policies) will be effective or binding unless made in writing and signed by whoever is claimed to have given the waiver.

d. partial invalidity. If any provision of this Agreement is found to be unenforceable, invalid, or illegal, it shall be interpreted in such manner as to be enforceable, valid and legal to the maximum extent possible to fulfill the intent of such provision. The validity or enforceability of the remainder of the Agreement shall not be affected by the invalidity or unenforceability of any provision.

e. entire agreement, etc. This Agreement contains and sets forth the entire agreement between us, and supersedes any and all prior or other agreements or understandings (written and oral) that may exist or have existed as to this engagement and the Subject Matter. Neither of us has relied on any representation, warranty or other statement or promise concerning this engagement and the Subject Matter which is not stated in this writing.

f. governing law, etc. All of the rights and obligations of either of us arising under or related to this Agreement are and will be governed by the laws of the State of Florida irrespective of conflicts of law principles that might otherwise apply.

To the extent permissible, the Ethics Rules of the State in which a GT attorney provides services as to the Subject Matter or otherwise in this engagement or subject to this Agreement govern and will alone govern and alone apply as to that conduct.

g. **advice as to Agreement.** As noted above, we encourage you to consult with other counsel or advisors of your choice regarding this Agreement and its terms, and to consider fully the possible implications of our representation on the basis described herein.

h. **marketing permission.** By signing this Agreement, you agree that your name, logo, and a general description of this matter may be used by GT in its business development efforts and materials.

If you do not wish for this information to be used in the manner specified, please draw a line through and initial this paragraph

i. **headings.** The headings on paragraphs and subparagraphs of this Agreement are for convenience only, and shall have no effect other for convenience of reference.

j. **effectiveness and execution.** Except for those provisions expressly calling for execution or as may be required by law or ethical rules, this Agreement will become effective and govern this engagement and our relationship as to it and the Subject Matter, whether or not it is executed, upon our rendering of any services for you as to the Subject Matter.

Nevertheless, we do ask that you execute and return this Agreement for our records, and that you also keep it in and for your records. In that regard, this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute together one and the same instrument. Electronic, PDF and facsimile signatures shall be as effective as original ink signatures.

If the foregoing accurately states our Agreement, please countersign and return a copy of this letter with your retainer payment to so indicate and confirm your assent to its terms. For your convenience, we have enclosed a self-addressed, stamped envelope.

Very truly yours,

GREENBERG TRAUIG, P.A.

By: 
Richard C. McCrea, Jr.

Arthur Hardy, Esquire
June 1, 2018
Page 10

**ACCEPTED AND AGREED
WITH CONSENTS AND WAIVERS GRANTED**

SARASOTA SCHOOL DISTRICT

By: _____

Print Name: _____

Title: _____

Dated: _____

RACHEL SHELLEY

TODD BOWDEN

Enclosure

BILLING POLICIES

Introduction

We look forward to doing business with you. This document outlines our standard billing practices.

Fees

Our fees are based on the time required to handle the matter at our normal individual lawyer/paralegal hourly rates. Rates for lawyers in the Firm range from \$235 per hour for the most junior associates to \$650 per hour for our most senior attorneys. The rate for paralegals is \$225 per hour. The rates of our lawyers and paralegals are subject to change. Any new rates would be implemented immediately after they are adopted and would apply to services rendered after the effective date thereof.

Whenever appropriate and consistent with the proper representation of our clients, we may use paralegals, junior attorneys, contract attorneys and staff members in order to minimize the impact of the hourly rates of the more senior attorneys. We believe the utilization of junior attorneys, paralegals or staff members, in consultation with and under supervision of more experienced attorneys in the Firm as appropriate, may enable us to maintain economically and efficiently the high quality of our legal representation, while permitting us to both avoid sacrificing the quality of our work for lower fees and to avoid assigning senior attorneys tasks which can be performed efficiently by junior attorneys, paralegals or other staff members.

We will charge for all time spent representing your interests, including, by way of example, telephone and office conferences with you or your representatives, co-counsel, opposing counsel, fact witnesses, consultants (if any), and others; conferences among our legal and paralegal personnel; participation in discovery; factual investigation; legal research; responding to your requests for us to provide you or your representatives with additional information; responding to clients' requests to provide information to auditors in connection with reviews or audits of financial statements; preparation of letters, pleadings, and other documents; and attendance at depositions, hearings, mediations, closings, trials, or other proceedings; and travel (both local and out of town). Hourly charges are applied to total time devoted to client representation including travel time, when necessary.

Costs and Expenses

We have established prevailing rates for all charges that will be incurred during the course of this representation. We believe that rates charged are competitive with charges established by comparable law firms. You will be responsible for all such charges that we incur in the course of this representation and will be responsible for reimbursing us for any actual costs advanced on your behalf. Greenberg is committed to remaining at the cutting edge of modern computer and communications technology so as to provide our clients with optimum competitive advantage and technological efficiencies. Our charges include, but are not limited to travel, copying, facsimile charges, messenger services, long distance phone calls, computer research services, secretarial overtime and filing fees. These charges may also include any sales or service tax that may be applicable.

Expenses of Outside Contractors

Generally, expenses of outside contractors, such as court reporters, surveyors, title companies, will be directly billed or directed to the client pursuant to retainers in which payment and indemnification terms remain strictly between the client and the vendor. Greenberg Traurig will not be responsible for payment of such services. It is important to note that the prompt payment of these charges to outside contractors is essential to be able to provide timely and efficient service to you in the future, with the assistance of such contractors. If desired, with sufficient expense deposits in advance, we will directly pay the outside contractors. The amount of the retainer and deposit may be increased as circumstances require (for example, at the time of trial), but in any event will be applied to the payment of our final bill or refunded, as applicable.

Type of Invoice

Unless otherwise agreed, we will send you a monthly invoice which reflects the amount of our fees and expenses attributable to the matter. At your option, the invoice will be either generalized or detailed. The generalized invoice will indicate total fees due for legal work accomplished and the total costs charged to the file. In the alternative, the invoice will have a detailed backup sheet showing the attorney that worked on the matter; the work performed; the time spent on the task; and, the total fee amount due.

Payment of Invoices

We will bill our time charges on a monthly basis. Each invoice is payable upon receipt. Any unpaid balance not paid within thirty (30) days of the billing date may incur interest upon such balance at the rate of 1.5% per month. In the event we receive a payment from a client at a time when more than one invoice is outstanding on any one or more matters for that client, we will apply that payment to any such invoice(s), unless the payment is accompanied by the remittance copy of the invoice(s) being paid or by some other written indication from the client directing how the payment is to be applied. It is the policy of the Firm to discontinue representation, in a manner and in accordance with applicable Rules of Professional Responsibility, for any client whose account is more than forty-five (45) days in arrears, unless special arrangements in writing are approved by Greenberg's Chief Executive Officer. Individual attorneys are not authorized to make such arrangements or to waive this policy.

In the event we are ultimately required to bring suit to collect any unpaid fees or costs, you understand and agree that we shall be entitled to the reasonable value of our attorneys' fees and costs.

Retainers

For certain types of matters, our policy is to require that our clients provide us with an initial fee retainer and expense deposit. The exact amount of this retainer and deposit will be agreed to by the client and the billing attorney. Unless other arrangements are made, the retainer for legal fees and expenses will be held throughout the engagement and will be applied against payment of the last invoice on the matter or refunded if the account is up to date. The cost and expense deposit will be retained in our trust account, with interest on that account to be paid in

accordance with governing law or, if this matter is subject to special requirements of another State, those requirements.

Different Billing Arrangements

Individual billing arrangements that differ from these general policies will be discussed and agreed to between the client and the billing attorney and will be set forth in a retention letter.

Attorney's Lien

To secure payment to Greenberg of all sums due under this Agreement for legal services rendered and/or costs advanced, you hereby authorize us to withdraw sums from our client trust account to pay your statements for services as such sums are billed, and grant us a lien for attorneys' fees and costs on all retainers, escrow accounts, trust accounts, real, personal or intangible property claims and causes of action subject to our representation of you and the proceeds of any recovery obtained.

Mutual Right to Terminate Relationship

Of course, every client has the right to terminate our representation at any time for any reason. We have the same right upon giving the client reasonable notice so that suitable arrangements can be made by the client to obtain alternative representation, in accordance with applicable Rules of Professional Responsibility. Among the reasons for which we may terminate representation are: (1) nonpayment of our fees, charges or costs; (2) the client's failure or refusal to be forthright, cooperative or supportive of our efforts; (3) the client's misrepresentation of, or failure or refusal to disclose material facts; (4) the client's failure or refusal to accept our advice; (5) discovery of a conflict with another client of Greenberg, or (6) any other reason permitted or required under applicable Rules of Professional Responsibility.

Subject to any limitations imposed by a court, Greenberg or you may terminate Greenberg's representation upon ten (10) days' written notice. Following termination, we will continue to provide representation in the matter for a reasonable time, at your request, until arrangements can be made for alternate representation. However, our services will consist of only those necessary to protect your interests and prevent prejudice. Moreover, if substitute counsel has not been located within ten (10) days of the termination of the representation, you nonetheless agree that appropriate papers allowing Greenberg to withdraw may be filed. We will be entitled to be paid for all services rendered and other charges accrued on your behalf to the date of our withdrawal.

Official Inquiries

It is possible that because we have been appointed in a matter, or because we have received documents or information in the course of, or in connection with, a matter, we may be required in the future to participate in an inquiry, commission or proceedings arising out of, or in connection with, the matter. This may, for example, involve us producing documents, seeking to claim or defend your privilege to resist inspection or disclosure of certain documents or information or giving evidence at an inquiry. We will seek your instructions if these

circumstances arise, but you agree to reimburse us for out-of-pocket expenses and for the time we spend at hourly rates then current.

Questions Regarding Billings

Any questions regarding billing should be immediately directed to the billing attorney or to our Accounting Department.