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Email: bsledge@sledgelaw.com

May 11, 2023

The Honorable Webb County Commissioners Court
Webb County Courthouse
1000 Houston Street, 2nd Floor
Laredo, Texas 78040

MARGIE R IBARRA
COUNTY CLERK
FILED
2023 MAY 24 AM 11:05
WEBB COUNTY, TEXAS
BY  DEPUTY

Re: Engagement Letter for Legal Services (Internal Billing Code 0098-00)

Dear Judge Tijerina and Honorable Members of the Commissioners Court:

It is my pleasure to submit this engagement agreement whereby our firm, SledgeLaw Group PLLC, will provide legal services to Webb County, Texas (the “County”), as set forth more specifically herein. Our acceptance of this representation of the County (the “Representation”) becomes effective upon our receipt of an executed copy of this agreement. The purpose of this letter and the attached Additional Terms of Engagement is to set out the roles and responsibilities of our law firm and yours as the client.

SCOPE OF SERVICES

Client

The client for this engagement is Webb County (the “County” or “you” or “client”). This engagement does not create an attorney-client relationship with or duties owed to any other persons or entities.

Scope of Engagement

As your legal counsel, SledgeLaw Group PLLC (the “Firm” or “we”) will represent the County with respect to providing legal services and counsel in the matter of the County’s interest regarding the groundwater availability numbers established for Webb County through the joint planning process under Chapter 36, Texas Water Code, and on the provision of general legal advice regarding groundwater law in Texas and groundwater conservation districts (the “Matter”). We think that would be best accomplished by Webb County itself participating as a non-voting member of Groundwater Management Area 13 to work proactively with the district representatives in the next cycle of joint planning for the groundwater availability numbers to be established for Webb County. The firm is also willing to monitor for Webb County the legislation currently pending before the Texas Legislature that would create a groundwater conservation district in

Webb County or in some smaller area within Webb County. The firm will not advocate for or against the passage of such groundwater district creation legislation for Webb County, or for the passage of any legislation that would establish a groundwater availability number for a county or other geographic area by legislative action instead of through the joint planning process described under Section 36.108, Water Code, or through the regional and state water planning processes. Thus, the Matter does not include engaging in any activities that would require the firm or any employee of the firm to register as a lobbyist for the County under Chapter 305, Texas Water Code, nor does it include any litigation. This engagement will include only the Matter described in this paragraph. If you engage us for any related or additional matters, we will describe them in a separate engagement letter or in a written supplement to this letter.

Firm Personnel Who Will Be Working on the Matter

I will be the attorney in charge of the Representation, and I will be working on the Matter. You may call, write, or e-mail me whenever you have any questions about the Representation. Other Firm personnel, including Firm lawyers and legal staff, and possibly including contract lawyers from time to time, will participate in the Representation if, in my judgment, their participation is necessary or appropriate.

Billing Structure and Rates

Our fees for traditional legal services like those described in the Matter are billed on an hourly rate basis, based on the time spent by the attorneys and other timekeepers who work on the matter. Billing rates vary according to the experience of the individuals and the nature or location of the work. My time is currently billed at \$475.00 per hour. Shauna Sledge and Jennifer Smith may also be working with me, and their time is currently billed at the rates of \$375.00 and \$275.00 per hour, respectively. Other firm lawyers, paralegals, or staff may also work on this matter at rates established by the firm according to their position and level of experience. We attempt to use paralegals and support staff to perform those tasks that do not require the time of an attorney. We will bill you for time spent in rendering services to you regardless of whether those services were provided before or after the effective date of this engagement agreement.

We generally review our billing rates annually, and we may adjust them with or without advanced notice. You agree to pay our invoices in full and be responsible for paying any taxes required by law to the taxing authorities. Legal fees and costs are difficult to estimate, and we have made no commitment concerning the total fees and charges that will be necessary to resolve or complete this matter, even though we will make every effort to manage fees and costs by working efficiently.

In addition to the fees set forth above, we will charge you for photocopying, reprographics, couriers, time spent traveling to meetings related to the matter, mileage reimbursement for firm personnel for any meetings outside of Austin, Texas, costs related to meal or other expenditures for any meetings with third parties in connection with the provision of services, including without limitation any meetings with legislators, legislative staff, or executive branch officials or staff in connection with the provision of services, certain long distance telephone calls, faxes, postage, certain computerized legal research, practice support, records retrieval, filing fees, and other items associated with representing you in this matter. We may charge for those items whether that work

is performed by outside vendors or in-house. The current schedule of our in-house charges is attached as Exhibit A.

Conflicts of Interest, Other Clients, and Consent to Adverse Representation

Before agreeing to represent you, we have undertaken reasonable efforts to determine whether there are any potential conflicts of interest that would bar us from representing you in this Matter. You have advised us of the persons and entities that you believe are or might become involved in this Matter, including potential adverse parties. We have run a conflicts check on those names and believe that we are free to represent you. You agree to promptly tell us if you learn of any other person or entity that might become involved in this matter so that we can do additional checking for conflicts. We review conflict of interest issues in accordance with the rules of professional responsibility adopted for attorneys in Texas, as well as any applicable rules of the Texas Ethics Commission.

It is possible that, during the time we are representing you, some of our current or future clients might have dealings, transactions, disputes, or litigation with you. Those clients could have interests different from yours, and their actions could adversely affect your interests.

By engaging us, you agree that, during the time we are representing you, we also may represent other current and future clients in any other matter, including in litigation, unless we conclude that (i) the other matter would be substantially related to the Matter in which we are representing you or (ii) undertaking the other matter would materially limit our ability to represent you. For purposes of this agreement, two matters are substantially related if the facts in the first matter are so closely related to the facts in the second matter that a genuine threat exists that confidential information revealed by the client in the first matter will be divulged to that client's adversary in the second matter. We would be materially limited only when our representation of another client or our relationship with someone else would materially affect our ability to represent you competently and diligently.

Accordingly, you agree that our Representation of you in this Matter will not disqualify us from representing other clients in other matters that are not substantially related to this one or where our ability to represent you would not be materially limited, even if the interests of those other clients are directly adverse to yours. In those situations, we will not use to your disadvantage any of your confidential information that we acquire while representing you. Likewise, we will not share with you or use for your benefit confidential information that we receive from other clients.

Finally, if one of our other clients hires another law firm and becomes adverse to you in this Matter, you consent to our representation of that client in other matters. If that situation arises, we will continue to competently and diligently represent you and take appropriate steps to protect your confidential information.

Termination

This engagement and the attorney-client relationship created by this Matter will end when either you or we terminate the engagement. If you later engage us for any related or additional

matter, that engagement and its scope must be confirmed in a separate engagement letter or in a written supplement to this letter.

You may terminate the engagement at any time and for any reason by informing us in writing. Similarly, we may terminate or withdraw from our representation of you at any time for any reason (including non-payment of fees), provided we comply with the applicable rules of professional conduct. If we decide to withdraw for any reason, you agree to take all steps necessary to release us from any further obligation to represent you, including signing any documents necessary to complete our withdrawal. In the event of a termination or our withdrawal, you will pay us any outstanding fees, costs, and other charges, including outstanding billable hours and costs specified in the *Billing Structure and Rates* section above, incurred through the date of such termination or withdrawal.

Finally, after the conclusion of this Matter, you might ask us, or we might be compelled, to undertake certain post-engagement tasks relating to this Matter, such as responding and objecting to subpoenas, searching for and producing documents, preparing for testimony, performing transition work, and other similar activities. In such case, we will promptly notify you, and you agree to compensate us for the fees and expenses we incur, including payment for the time spent by our attorneys and other timekeepers calculated at our then-current hourly rates. However, nothing in this letter or engagement obligates our attorneys or personnel to submit to interviews or to provide testimony, and any post-engagement work will not constitute the performance of legal services for you or create or revive an attorney-client relationship between us.

Other

You are encouraged to consult with other counsel of your choosing regarding the terms and conditions of our engagement, particularly those regarding multiple and adverse representation and conflict issues.

This letter, including the provisions in the attached Additional Terms of Engagement, sets forth the complete agreement between us. No other agreements, promises, understandings, or representations, except for our discussion about the risks of conflicts and adverse representation, have been made or relied upon in reaching this agreement. If you, an insurance carrier, or anyone else provides us with outside counsel guidelines, electronic billing requirements, or other similar documents at the outset of this engagement, we will abide by them to the extent practicable. However, this agreement cannot be modified in any material respect by the tender of such guidelines, without a writing signed by both of us.

If this letter, including the provisions in the attached Additional Terms of Engagement, correctly reflects your understanding of the terms and conditions of our representation, please sign the enclosed copy of this letter in the space provided and return it to me. If you ask us to begin work before you return the signed letter to us, or if we do not hear from you promptly (in no event longer than 14 days), we will consider that you have agreed to and accepted the terms of this engagement letter and the attached Additional Terms of Engagement.

We are pleased to have this opportunity to be of service, and we look forward to working with you. Please contact me if you have any questions.

Very truly yours,
SLEDGELAW GROUP PLLC



By: _____

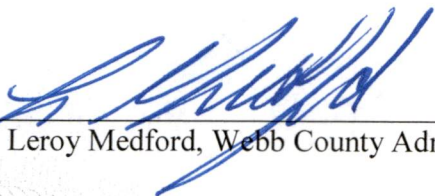
Brian L. Sledge, Managing Member

Attachments

APPROVED: ON BEHALF OF WEBB COUNTY

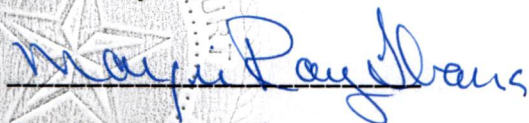


By: Tano E. Tijerina, Webb County Judge



By: Leroy Medford, Webb County Administrator

Attested;



Margie Ramirez Ibarra
Webb County Clerk

SLEDGELAW GROUP PLLC
Additional Terms of Engagement

This attachment contains additional terms of engagement that are an integral part of the agreement between SledgeLaw Group PLLC (the “Firm”) and you. Please review these additional terms and contact us promptly if you have any questions. You should keep this attachment in your file with the engagement letter.

The Scope of Our Work

We provide only legal services, including for some clients legal services related to legislative consulting and other governmental relations. We do not provide business, investment, insurance, underwriting, translation, accounting, financial, or technical services or advice, and you may not rely on us for such advice. Similarly, we do not make business decisions for you, and we do not investigate the character or credit of persons with whom you may be dealing.

Unless specifically included under “Scope of Engagement” in the attached engagement letter, this engagement does not include advice about (i) your disclosure obligations concerning the matter under any applicable law or regulation, including the federal securities laws or (ii) the tax consequences concerning the matter. We also are not responsible for review of your insurance policies to determine the possibility of coverage for any claim asserted in this matter or for notification of your insurance carriers about the matter. We encourage you to address those matters with other advisers or professionals.

You agree that we have no attorney-client relationship with and owe no duties to persons or entities not expressly identified by name as clients in the engagement letter, even if you might owe them fiduciary or other duties. This agreement has no third-party beneficiaries, including trust or estate beneficiaries, trustees, partners, limited partners, members, corporate shareholders and owners, successors, principals, agents, officers, directors, employees, representatives, your clients, and/or your insurers, insureds, indemnitors, or indemnitees.

You also agree that we will not provide any contractual indemnity to you, any corporate constituent, related entity, co-counsel, outside contractor, service provider, consultant, expert, or any other person or entity in connection with this matter.

You are engaging us to provide legal services in connection with the specific matter described in the “Scope of Engagement” paragraph in the engagement letter. After the end of the matter, circumstances might change, and changes might occur in the applicable laws or regulations that could affect your future rights and obligations. Unless you engage us after completion of the matter to provide additional legal services on issues arising from the matter, we have no obligation to advise you about future legal developments or your future rights and obligations.

Cooperation and No Guarantees

To help us provide legal services, you agree to cooperate fully with us, tell us the facts accurately and completely, give us all relevant documents and information, respond promptly to our requests, and inform us of all information and developments relating to this matter. We necessarily rely on the accuracy and completeness of the information that you provide us, and we

may rely on that information without independently verifying it. You also agree to make yourself or your representatives available to attend or participate in conference calls, meetings, conferences, discovery proceedings, hearings, and any other proceedings related to this matter.

We will try to achieve a result in this matter that is satisfactory to you. But we make no promises or guarantees concerning the outcome of our legal representation, whether it involves administrative, business, legislative, or regulatory advice, a transaction, or an adversarial proceeding such as litigation. For example, we cannot assure you that negotiations will be successful, a proposed transaction will be completed, a legislative measure or regulatory action will succeed or fail, a regulation, rule, plan, policy, or legislative measure that we prepare for you will be upheld as lawful in court, or the conclusion of this matter will result in an outcome that is favorable to you. Outcomes in litigation are especially hard to predict because of many factors that are beyond the control of clients or counsel. Any statements we make concerning possible outcomes of this matter, the legal significance of possible outcomes, or any other legal matters reflect our professional judgment at that time, but they are not guarantees. Those statements necessarily are limited by our knowledge of the facts and are based on the state of the law at the time they are made.

Billing Arrangements and Terms

Our billing rates are based on the assumption of prompt payment and, unless we agree otherwise in writing, our invoices are payable within thirty days of receipt to the account specified in the invoices. If you are required by law to deduct or withhold any taxes from payments due the Firm, or if the Firm or its lawyers are required to pay any taxes directly to any taxing authority, you agree to pay us the additional amounts necessary to compensate the Firm for the withholding or additional cost so that, after the withholding or payment of the taxes, the Firm receives the full amount due under its invoices.

By engaging us, you acknowledge that you are responsible for payment of our fees, expenses, and other charges, and you agree that, if you do not pay them, we may withdraw from representing you provided that we comply with the applicable rules of professional conduct. In appropriate matters, as an accommodation to you, we may agree to send our invoices to third-party payors (e.g., an insurer, indemnitor, or borrower). But you agree that you will remain fully responsible for timely payment of our invoices if for any reason the third-party payor does not timely pay them. Likewise, even when a third party pays our fees, we owe our professional obligations to you, and not to that third party.

Individual Investments by Firm Attorneys

Many of our attorneys, directly or beneficially, own interests in corporations and other entities or in real property. Our computerized system used for checking conflicts of interest does not contain data about personal investments made individually by our attorneys, through a Firm-sponsored or administered plan, or otherwise. If you are concerned about investments in a particular entity, please ask us to canvass our attorneys about any individual investments in that entity.

Law Firm Privilege and Possible Conflict of Interest

Although unlikely, an occasion might arise while representing you when it is appropriate for us to consult with our own legal counsel. We will do this at our own expense, unless it is to provide a service to you on this matter and you agree to the consultation. To the extent that we are addressing our duties, obligations, or responsibilities to you, it is possible that a conflict of interest might exist between you and the Firm regarding our discussions with counsel. Such a conflict is more likely if a dispute were to arise between us regarding this matter. If there is such a conflict, and if we have not obtained your consent, we might have to choose between continuing to represent you in this matter and consulting with our own counsel. Thus, as a condition of this engagement, you agree that we may consult with our own counsel, and you waive any claim of conflict of interest that might arise out of those consultations. You agree that our communications with our own counsel are protected from disclosure to you and others by the Firm's attorney-client privilege and that you will not seek to discover or inquire into those communications.

Confidentiality

Just as we will protect confidential information that you provide us, you acknowledge that we will not share with you information that we obtain in confidence from others, even if such information might help you in this matter, and you waive any objection or conflict of interest that might result.

You agree that we may disclose the existence of our attorney-client relationship with you and, subject to our confidentiality and professional responsibility obligations, certain other limited information about our representation of you in order to obtain consent or a conflicts waiver from another client. If this matter involves transactions, litigation, administrative proceedings, legislative or other governmental relations, regulatory matters, or other matters where the firm appears as counsel of record for you in publicly available records, or matters involving the Texas Open Meetings Act, Texas Public Information Act, Freedom of Information Act, or other laws related to federal, state, or local open government laws, you agree that we may inform third parties of the fact that we represent you in this matter.

In Firm brochures and other materials or information about our practice, including legal directories, and in filings with federal, state, or local governmental entities, you agree that we may identify you as a Firm client, indicate the general nature of our representation of you, provide examples of engagements handled on your behalf (including this matter), and provide any other information related to our representation of you that may be required to be disclosed to or included in filings with federal, state, or local governmental entities. If you do not wish to have your name mentioned in any of those materials, please inform us in writing. Your refusal to allow us to provide required information to federal, state, or local governmental entities constitutes grounds for us to terminate this agreement with you at our sole discretion.

Electronic Communications

During this engagement, we likely will exchange electronic documents and emails with you and others. Such communications are occasionally attacked by computer viruses or other destructive electronic programs. Our software may occasionally reject a communication that you

send to us, or your system might reject something that we send you. There is also the possibility that communications could be intercepted by third parties and lose their privileged nature if the method of communication is ruled to lack sufficient confidentiality. We believe these relatively infrequent occurrences are part of the ordinary course of business. Many—but not all—of the emails that we send to major commercial email servers that provide service to the U.S. and many other parts of the industrialized world are automatically encrypted. If you would prefer that we not use electronic communications or that we follow special instructions for encrypting email or other communications, promptly inform us in writing of your preferences or requirements so that we can determine if we can accommodate your requests. As with any correspondence regarding legal representation, we urge you to use caution in communications and dissemination of them to protect confidentiality and privilege.

Document Retention and Destruction

We will keep the documents and materials that you give us in the files that we will create for this matter. While representing you, we likely will receive or create documents and materials such as correspondence, research memoranda, pleadings, exhibits, transcripts, physical evidence, various agreements, transaction documents, and other documents and materials directly and substantively related to the representation (collectively, “Client Materials”). We may maintain some or all of those Client Materials solely in electronic form, and you agree that we may do so.

We also may create and maintain our own materials related to this matter which will belong to and will be retained by us (“Firm Materials”). Firm Materials are prepared for our internal use and include, for example, Firm administrative records, conflicts and new business intake materials and reports, time and billing reports, personnel and staffing materials, credit, expense, and accounting records, administrative and routine internal documents, Firm form files (even if referred to in the course of this matter), and other materials and internal communications not directly and substantially related to the representation.

After the conclusion of the matter, upon your request, we will send you the Client Materials at your expense. You must tell us which Client Materials you wish to receive, and you agree to cooperate with us regarding their delivery. We will send those materials after we receive payment of all outstanding fees and other charges, unless our professional obligations require us to do so sooner. We reserve the right to retain a copy of the Client Materials. If you ask us to send you paper copies of documents that we maintain solely in electronic form, scan paper documents into an electronic format, or convert electronic documents from one electronic format into another, you agree to pay the costs of printing those documents, scanning them, or converting them to a different electronic format. Once you have requested which Client Materials you wish to receive as set forth herein and we have complied with the request, we have no further obligation to you to keep any of the Client Materials, although we may at our sole discretion.

If you do not request the Client Materials when this matter ends, we will keep them for a period of time (currently five years for most documents) after the conclusion of the matter. In so doing, we will follow our own records retention policy, not yours. Retaining those or other materials does not constitute the performance of legal services for you and does not create or revive an attorney-client relationship between us.

Ultimately, unless you request the Client Materials, we may destroy the Client Materials, without any additional notice to you, in accordance with our records retention schedule then in effect.

Outside Contractors and Service Providers

Like many law firms and other organizations, from time to time we use or deal with outside contractors, third-party service providers, and others in connection with certain areas of our practice or operations. These persons may include vendors, consultants, advisors, experts, investigators, court reporters, translators, registered agents, local counsel, or other service providers in areas such as litigation support, filing or document services, document management, storage, cloud computing, information technology, hardware and software systems, law firm practice management, accounting and financial matters, electronic billing vendors, and the like. Additionally, we may use temporary or contract attorneys and paralegals in certain situations. In performing their services, those persons may have some access to confidential information, and we will take appropriate steps obligating them to preserve the confidentiality of any such information. You consent to our allowing outside contractors and service providers access to such information as described.

Unless special arrangements are made, you are responsible for paying the bills from outside contractors and service providers used on this matter. We will either instruct them to bill you directly for their services, or, in our discretion, we may pay outside bills or invoices for certain amounts and include those sums in our invoices to you.

Exhibit A

Standard Schedule of Charges

January 1, 2023

The current costs for charges most commonly incurred in the course of our representation of clients are shown below. These charges are reviewed periodically and may be adjusted to reflect changes in the Firm's costs and other factors. Should you have any questions, please contact the attorney handling your matter.

Travel	Airfare, hotel, meals, ground transportation, and other travel related costs are billed at the Firm's actual costs. Mileage reimbursement is billed at the then-current rate for business travel as established by the Internal Revenue Service.
Telephone	There is no charge for domestic long distance calls. Other long distance calls, audio conferencing services, and calling card calls are billed at the Firm's actual cost. Internet conferencing: Billed at the Firm's actual cost.
Facsimile	There is no charge for incoming faxes. Outgoing facsimile transmissions, including those sent from individual computers, are charged at \$0.25/page.
Production Services	Black and white duplicating and scanning, including printing electronic and scanned images and printing for duplication purposes: \$0.15/copy (up to 8.5x14) 11x17 Black and white duplicating, scanning, and electronic print: \$0.30/page Black and white oversized scanning: \$1.00/sq. ft. (over 11x17) Color duplicating and scanning, including printing electronic and scanned images and printing for duplication purposes: \$0.65/copy up to 8.5x14 and \$1.30/copy for 11x17 Color oversized (over 11x17) duplicating and scanning, including digital color duplicating: \$5.00/sq. ft. Lamination: 8.5x11: \$1.00/page Lamination: 8.5x14: \$1.50/page Lamination: 11x17: \$3.00/page Oversize Lamination: \$4.00/sq. ft. up to 24 inches wide Blowbacks (volume printing of individual documents): \$0.15/page Bates labels: \$0.03/label

Electronic Bates labels: \$0.01/label

Custom tabs: \$0.35/tab including insertion

CD to CD copies (including packaging): \$10/first copy and \$5/each additional copy

DVD to DVD copies (including packaging): \$15/first copy and \$10/each additional copy

VHS to VHS video copies (including packaging): \$35/copy

VHS to DVD video conversion (including packaging): \$50 one-time conversion charge

Digital photography (including all processing): \$50/hour

Videotaping for trial preparation and other tasks: \$80/hour

There is no charge for binding, binding supplies, and other miscellaneous supplies relating to production services.

Supplies

There is no charge for general office supplies. Specific supplies for a specific engagement (such as equipping a data room) are billed at the Firm's actual cost.

Courier

Courier services, which vary depending on the service provider and the service provided, are billed at the Firm's actual cost.

Computer-Assisted Legal Research

Charges for services are billed at the Firm's actual cost.

Staff Overtime

Weekday and Weekend: \$45/hour

Holiday: \$60/hour

Postage

All postage is billed at the Firm's actual cost.

Records

Charges may vary.

Off-site file retrieval (standard): \$1.50 - \$1.85/file

Off-site box retrieval (standard): \$1.50 - \$1.92/box

Off-site file retrieval (rush): \$1.50 - \$3.18/file

Off-site box retrieval (rush): \$1.50 - \$3.82/box

Record transportation fee incurred for all rush/evening/weekend/after-hours retrievals: \$45 - \$192

Third-Party Services

From time to time, the Firm uses (subject to appropriate confidentiality arrangements) third parties, outside contractors, and service providers (such as experts, investigators, translators, consultants, and court reporters) Unless special arrangements are made, fees and expenses for those services will be the responsibility of the client. They should be billed directly to, and paid directly by, the client. Outside contractors and service providers are deemed to be directly engaged by the client even if bills are addressed to the Firm. Invoices sent to the Firm will be re-directed to the client for payment. The Firm, in its discretion, may pay outside invoices and include those sums (at the Firm's actual costs) in the Firm's invoice to the client, although it generally will not do this for amounts in excess of \$500.

THE TEXAS LAWYER'S CREED
A MANDATE FOR PROFESSIONALISM

Promulgated by
The Supreme Court of Texas and the Court of Criminal Appeals

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.

I. 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.

II. 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.
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 settling disputes.

III. 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 cancelled.
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.

IV. 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 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.
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.

ORDER OF THE SUPREME COURT OF TEXAS AND THE COURT OF CRIMINAL APPEALS

The conduct of a lawyer should be characterized at all times by honesty, candor, and fairness. In fulfilling his or her primary duty to a client, a lawyer must be ever mindful of the profession's broader duty to the legal system. The Supreme Court of Texas and the Court of Criminal Appeals are committed to eliminating a practice in our State by a minority of lawyers of abusive tactics which have surfaced in many parts of our country. We believe such tactics are a disservice to our citizens, harmful to clients, and demeaning to our profession. The abusive tactics range from lack of civility to outright hostility and

obstructionism. Such behavior does not serve justice but tends to delay and often deny justice. The lawyers who use abusive tactics instead of being part of the solution have become part of the problem. The desire for respect and confidence by lawyers from the public should provide the members of our profession with the necessary incentive to attain the highest degree of ethical and professional conduct. These rules are primarily aspirational. Compliance with the rules depends primarily upon understanding and voluntary compliance, secondarily upon reinforcement by peer pressure and public opinion, and finally when necessary by enforcement by the courts through their inherent powers and rules already in existence. These standards are not a set of rules that lawyers can use and abuse to incite ancillary litigation or arguments over whether or not they have been observed. We must always be mindful that the practice of law is a profession. As members of a learned art we pursue a common calling in the spirit of public service. We have a proud tradition. Throughout the history of our nation, the members of our citizenry have looked to the ranks of our profession for leadership and guidance. Let us now as a profession each rededicate ourselves to practice law so we can restore public confidence in our profession, faithfully serve our clients, and fulfill our responsibility to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals hereby promulgate and adopt "**The Texas Lawyer's Creed - A Mandate for Professionalism**" as attached hereto and made a part hereof. *In Chambers, this 7th day of November, 1989.*