

**MARLINGTON LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION  
May 11, 2020 Special Meeting**

May 11, 2020

Electronic Remote Technology Meeting  
Special Meeting Minutes

6:30 P.M.

**I. Call to Order****A. Pledge of Allegiance****B. Reading of Mission Statement – Mrs. Danielle Stevens**

In collaboration with staff, community, parents, and students, the Marlinton Local School District will develop lifelong learners who understand and apply knowledge, and demonstrate excellence in pursuing the highest standards with effective intervention to challenge every student.

**II. Roll Call**

This meeting is a meeting of the Board of Education in public for the purpose of conducting the school district's business and is not to be considered a public community meeting.

Carolyn Gabric	_____x_____
Josh Hagan	_____x_____
Karen Humphries	_____x_____
Scott Mason	_____x_____
Danielle Stevens	_____x_____

**III. Adoption of Meeting Agenda – Mrs. Carolyn Gabric****A. Additions or Corrections****B. Recommend that the Marlinton Local Board of Education adopt the following agenda for the May 11, 2020 Special Meeting.**

<b>BOE Member</b>	<b>1st Motio</b>	<b>2nd Motio</b>	<b>Yea</b>	<b>Nay</b>	<b>Abst.</b>		<b>Approved</b>	<b>Not Approve</b>	<b>Table</b>
Carolyn Gabric			x			<b>Final Resolutio</b>	x		
Josh Hagan		x	x			<b>Resolution No.</b>	131.20		
Karen Humphries			x						
Scott Mason				x					
Danielle Stevens	x		x						

**IV. New Business**

- A.** Recommend the motion to approve the elementary attendance zones resolution, as presented and marked “Exhibit CC”.

Dr. Mason asked about what students will be affected by this. Mr. Knoll answered that the children on certain streets (about 53 children) would be reassigned to Marlboro. They would have the option for intra district enrollment.

Ms. Humphries wanted to know why the Board was adjusting Mr. Knoll’s recommendation.

Ms. Gabric stated that the Board has the ability to set the attendance zones for schools per board policy.

Ms Humphries wanted to know how the attendance numbers would be affected in the schools.

Mr. Knoll expressed concerns about this change and therefore creating a need to hire more staff. He stated that he made his recommendation for that reason.

Ms. Humphries felt that the Board should stick with Mr. Knoll’s recommendation.

Ms. Gabric felt that it made the most sense to stick with the township lines as that is what has been done in the past.

Mr. Hagan asked about a policy for balancing out the schools and asked Mr. Knoll to look into that.

<b>BOE Member</b>	<b>1st Motio</b>	<b>2nd Motio</b>	<b>Yea</b>	<b>Nay</b>	<b>Abst.</b>		<b>Approved</b>	<b>Not Approve</b>	<b>Table</b>
Carolyn Gabric			x			<b>Final Resolutio</b>	x		
Josh Hagan	x		x			<b>Resolution No.</b>	132.20		
Karen Humphries				x					
Scott Mason				x					
Danielle Stevens		x	x						

- B.** Recommend the motion to approve the resolution naming the law firm of McGown & Markling Co., L.P.A. (“McGown & Markling”) to serve as general counsel and lead legal adviser for the Board with respect to all law related matters as presented and marked “Exhibit DD”.

Ms. Humphries asked how we got to the point of Mr. Markling being our lead attorney when we were simply asking him for some free outside advice. Ms. Gabric said that Dr. Mason and Ms. Humphries were given the summary of the meeting that Mr. Hagan, Ms. Gabric Ms. Brugger, Mr. Knoll and Mr. Markling were attending the prior week which resulted in this recommendation. Ms. Humphries asked Mr. Knoll if he had any issues with the attorneys the district was using prior to this recommendation. Mr. Knoll said he was happy with the services that were previously being provided to the district. Ms. Humphries and Dr. Mason were concerned about the additional cost to the district. Ms. Gabric did not feel that the ESC was a law firm and appropriately represents the district. Ms. Humphries expressed her dissatisfaction with the meetings and correspondence that have transpired since hiring Mr. Markling.

BOE Member	1st Motio	2nd Motio	Yea	Nay	Abst.		Approved	Not Approve	Table
Carolyn Gabric			x			<b>Final Resolutio</b>	x		
Josh Hagan	x		x			<b>Resolution No.</b>	133.20		
Karen Humphries				x					
Scott Mason				x					
Danielle Stevens		x	x						

Ms. Gabric thanked the teachers and staff for all of their hard work in recognition of Teacher appreciation week.

**V. Next Board of Education Meeting:**

Regular Meeting:

May 21, 2020 - State of the Schools  
6:30 P.M.

Electronic Remote Technology Meeting

**VI. Adjournment at 7:24 p.m.**

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
Carolyn Gabric			x			<b>Final Resolution:</b>	x		
Josh Hagan		x	x			<b>Resolution No.</b>	134.20		
Karen Humphries			x						
Scott Mason			x						
Danielle Stevens	x		x						

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Treasurer

**“Exhibit CC”**

**RESOLUTION # \_\_\_\_\_**

**MARLINGTON LOCAL SCHOOL DISTRICT**

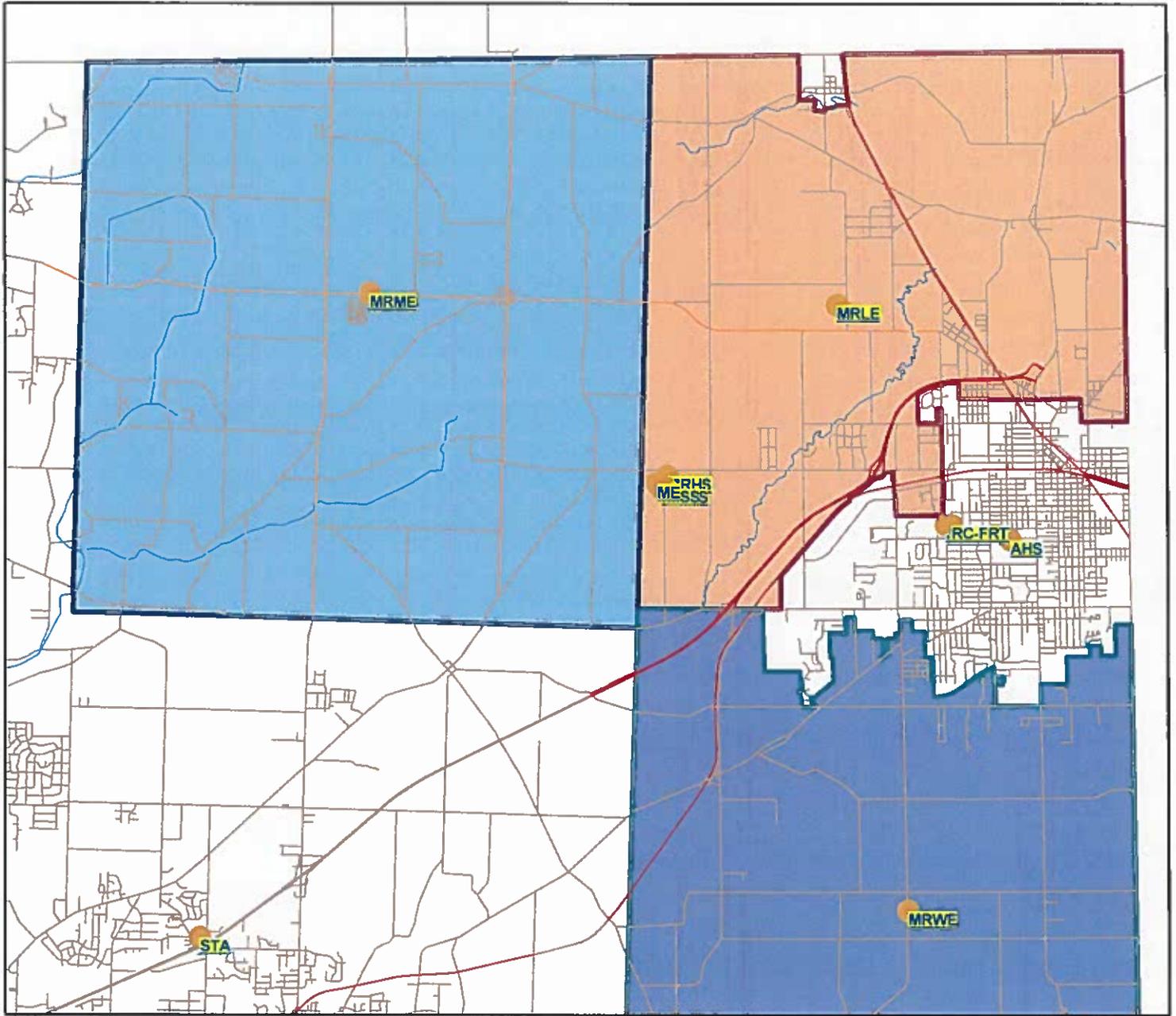
**Elementary School Attendance Zones Resolution**

The three elementary school attendance zones for the Lexington, Marlboro, and Washington Elementary Schools for the 2020-2021 school year and beyond shall be the same elementary school attendance zones that existed for the Lexington, Marlboro, and Washington Elementary Schools for the 2018-2019 school year until such time as such elementary school attendance zones may be revised by the Marlington Local School District Board of Education pursuant to a duly adopted board resolution at a future board meeting.

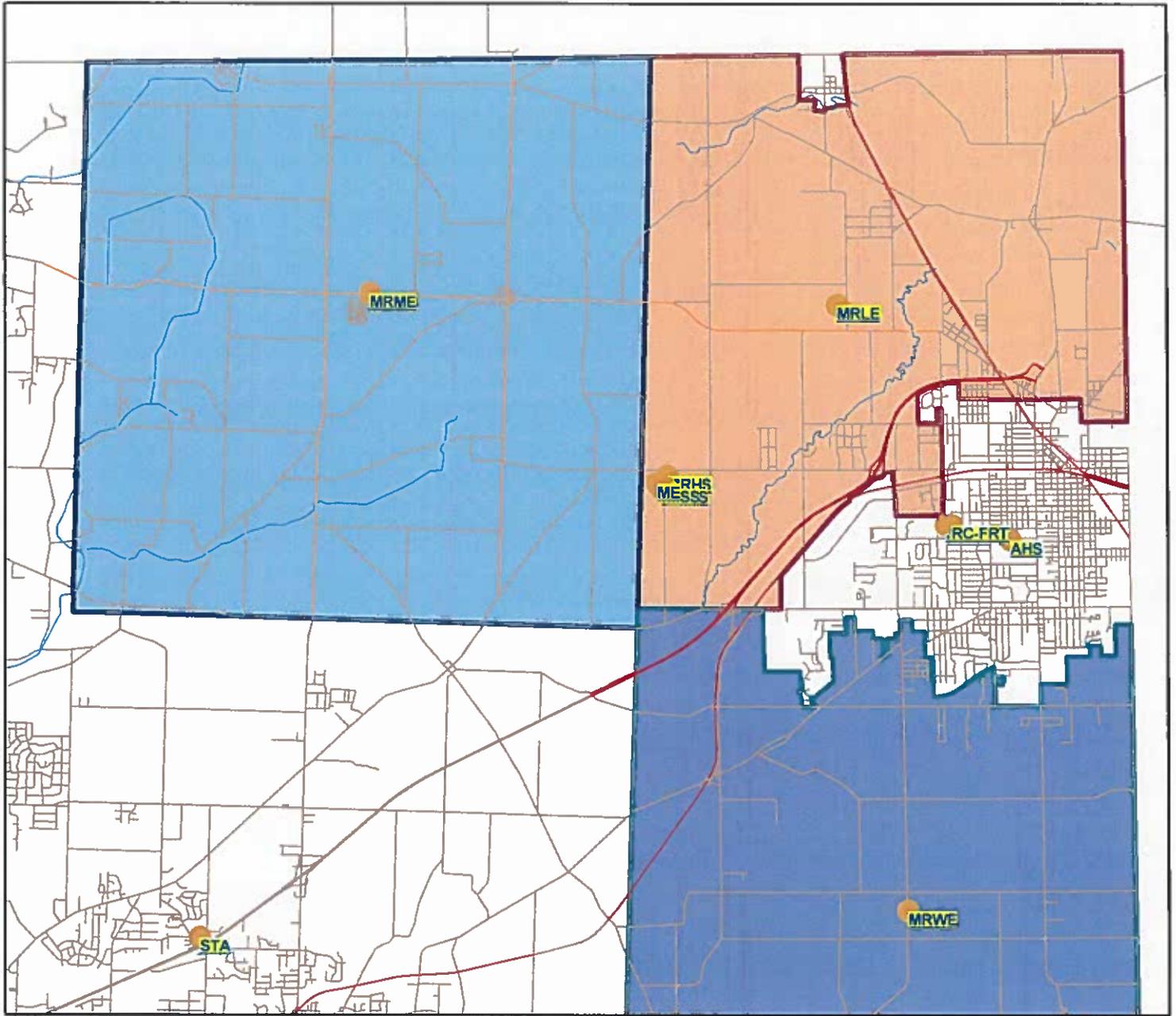
A true and accurate copy of the elementary school attendance zones for the 2018-2019 school year is attached hereto and incorporated herein as Exhibit A.

A true and accurate copy of the elementary school attendance zones for the 2020-2021 school year is attached hereto and incorporated herein as Exhibit B.

# Marlington Local School District District Map



# Marlington Local School District District Map



"Exhibit DD"

**Resolution # \_\_\_\_\_**  
**Marlington Local School District**  
**Legal Counsel and Services Resolution**

The Marlington Local School District Board of Education ("Board") hereby vacates January 13, 2020 Resolution No. 40-20, February 6, 2020 Resolution No. 66-20, February 20, 2020 Resolution No. 81-20, and any conflicting board resolutions regarding the use of legal counsel and services. Nothing in this Resolution precludes the Treasurer from paying any attorney or law firm for the proper provisions of legal services provided to the Board on or before May 11, 2020.

Effective May 11, 2020, the law firm of McGown & Markling Co., L.P.A. ("McGown & Markling") shall serve as general counsel and lead legal adviser for the Board with respect to all law related matters as directed to McGown & Markling by the Superintendent/CEO, Treasurer/CFO, Board President, and/or Board pursuant to the March 5, 2020 engagement letter, **a copy of which is attached hereto and incorporated herein as Exhibit A**. A copy of this Resolution shall immediately be sent to McGown & Markling by the Treasurer/CFO.

Effective May 11, 2020, the Prosecuting Attorney of Stark County ("Prosecuting Attorney") shall be secondary legal adviser for the Board with respect to all law related matters as directed to the Prosecuting Attorney by the Superintendent/CEO, Treasurer/CFO, Board President, Board, and/or McGown & Markling pursuant to R.C. 3313.53 and applicable laws. A copy of this Resolution shall immediately be sent to the Prosecuting Attorney by the Treasurer/CFO.

Effective May 11, 2020, the law firm of Bricker & Eckler LLP ("Bricker & Eckler") shall only serve as construction counsel and NEXUS pipeline counsel for the Board with respect to construction and NEXUS pipeline related matters as directed to Bricker & Eckler by the Superintendent/CEO, Treasurer/CFO, Board President, Board, and/or McGown & Markling pursuant to the May 11, 2020 engagement letter, **a copy of which is attached hereto and incorporated herein as Exhibit B**. A copy of this Resolution shall immediately be sent to Bricker & Eckler by the Treasurer/CFO.

Effective May 11, 2020, Attorney Robert M. Morrow of the law firm of Lane Alton (collectively, "Lane Alton") shall only serve as property valuation counsel for the Board with respect to property valuation matters dealing with Tax Year 2019 and prior tax years as directed to Lane Alton by the Superintendent/CEO, Treasurer/CFO, Board President, Board, and/or McGown & Markling as soon as an engagement letter from Lane Alton is approved by the Board at a future board meeting. A copy of this Resolution shall immediately be sent to Lane Alton by the Treasurer/CFO.

Effective May 11, 2020, any and all attorney relationships including, but not limited to, legal services, labor and employment, and negotiations, with Mary Jo Emily Slick (aka Attorney Mary Jo Shannon Slick) and/or the Stark County Educational Service Center Governing Board (collectively, "ESC") is hereby terminated and the ESC is hereby directed to immediately transition any and all legal files and outstanding legal matters to McGown & Markling. A copy of this Resolution shall immediately be sent to the ESC by the Treasurer/CFO.

Effective May 11, 2020, any and all attorney relationships with Peters, Kalail & Markakis Co., L.P.A. ("PKM") is hereby terminated and PKM is hereby directed to immediately transition any and all legal files and outstanding legal matters to McGown & Markling. A copy of this Resolution shall immediately be sent to PKM by the Treasurer/CFO.

Effective May 11, 2020, any and all attorney relationships with the Riley Law Firm is hereby terminated and the Riley Law Firm is hereby directed to immediately transition any and all legal files and outstanding legal matters to McGown & Markling. A copy of this Resolution shall immediately be sent to the Riley Law Firm by the Treasurer/CFO.

Effective May 11, 2020, any and all attorney relationships with any attorneys and law firms not identified in this resolution is hereby terminated and such attorneys and law firms are hereby directed to immediately transition any and all legal files and outstanding legal matters to McGown & Markling. A copy of this Resolution shall immediately be sent to such attorneys and law firms by the Treasurer/CFO.

McGown | Markling  
ATTORNEYS AT LAW

**ENGAGEMENT LETTER**

This engagement letter ("Agreement") confirms that the law firm of McGown & Markling Co., L.P.A. ("Firm") agrees to represent the Marlinton Local School District Board of Education ("Client") with respect to education law related matters as directed to the Firm by the Superintendent/CEO, Treasurer/CFO, Board Members, and/or Board designees only. The client is always the Marlinton Local School District Board of Education only.

A. Nothing in this Agreement limits the ability of the Client to obtain legal services from additional attorneys and/or law firms.

**B. Professional Services Engaged: What the Firm Shall Do**

1. The Firm accepts such employment and agrees to undertake your legal representation in connection with education related matters and to do and perform all other acts which, in our professional judgment, are necessary or appropriate for the protection of your interests.
2. McGown & Markling is very proud to remain among the select few law firms to receive a Tier 1 Ranking by U.S. News – Best Lawyers® "Best Law Firms" in "Education Law" for every year since the ranking began. The rankings are based on a rigorous evaluation process that includes thousands of clients, highly skilled lawyers, and law firm representatives. The Client's primary contact shall be Matthew John Markling, who has consistently been selected as one of The Best Lawyers in America® in the practice area of Education Law and has earned the prestigious distinction of being renowned as an Ohio State Bar Association Certified Specialist in Labor and Employment Law.
3. Our comprehensive education law practice encompasses public finance, labor and employment, special education, taxation, real estate, litigation, intellectual property, environmental and regulatory law. Our team of attorneys is experienced in every facet of education law including, but not limited to, arbitration, board organization/operations/bylaws/policies, collective bargaining, construction, employment laws, labor relations, acquisition and disposition of property, litigation, special education law, student rights and responsibilities, and territory transfers.

C. **Professional Service Fees - School Law Hotline<sup>SM</sup>:** As part of the *School Law Hotline<sup>SM</sup>*, the Firm shall provide the Client with five (5) pro bono hours of legal services per school year. These five (5) pro bono hours may be used for any purpose including, but not limited to, special education, pupil services, school finance, governance, labor and employment, collective bargaining, in-services, and general matters. Any additional hours billed beyond the five (5) pro bono hours per school year, shall be billed at a blended hourly rate of \$285 (rounded up to the nearest tenth of an hour) as compared to the Firm's regular rates of up to \$385 and \$600 per hour which may be billed to the Firm's other clients.

D. **Expenses**

1. In addition to the above hourly rate, the Firm shall charge for items incidental to the performance of our legal services, such as photocopying, messengers, travel expenses at IRS rates, postage, specialized computer applications, and filing fees. These charges shall be itemized on the Firm's invoices. Unless special arrangements are made, fees and expenses of others (such as experts, investigators, and consultants) shall be the responsibility of, and billed directly to, the Client.
2. If the Firm believes that the presence of a Firm attorney at the Client's office is required in order to provide legal services on a matter, the time traveled to and from the Client's office shall not be billed to the Educational Institution, but travel expenses shall be billed at IRS rates.

E. **Billing Procedures/Statements:** The Firm shall issue bills and statements to the Client on a regular basis as determined by the Firm (e.g., monthly, quarterly, etc.). Each such bill shall include an itemization of attorney hours expended, as well as costs and expenses advanced on the Client's behalf. As these bills and statements may constitute a public record, such bills and statements shall be general in an attempt to preserve the attorney-client privilege, therefore, any specific questions regarding any bills and statements should immediately be directed to the Firm for clarification. Payment of each invoice is due upon receipt of the statement. No service is ever provided in violation of R.C. 3313.203 or applicable laws.

F. **Termination**

1. This Agreement shall be ongoing unless either the Client or Firm terminates the representation.
2. This Agreement shall be ongoing unless the Client terminates this Agreement, which may be for any or no reason, by providing written notice to the Firm, and such notice shall be effective when received by the Firm. Unless mutually agreed between the Client and the Firm, the Firm shall not provide further service under this Agreement after the notice is received. The Client shall provide the Firm with

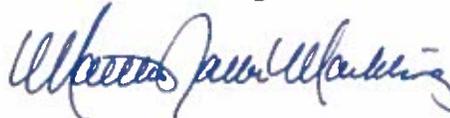
such consents, approvals, or acknowledgement as the Firm may reasonably request to confirm the end of its representation of the Client.

3. The Firm may terminate this Agreement if, in the Firm's sole judgment, the Client has failed to fulfill one of its material obligations under this Agreement, for other good cause, or for any other reason authorized by law (including Ohio's Rules of Professional Conduct). If the Firm determines that it formerly represented or currently represents another client whose interest's conflict or are likely to conflict with the Client's interests, the Firm reserves the right to terminate this Agreement. The Client shall provide the Firm with such consents, approvals, or acknowledgement as the Firm may reasonably request to confirm the end of its representation of the Client.
  4. In the event of termination, the Firm shall take steps, to the extent reasonably practicable, to protect the Client's interests, such as surrendering papers and property to which you may be entitled. The Firm may retain papers relating to the engagement to the extent permitted by law.
- G. **Record Retention:** Once this engagement is complete, the Firm shall arrange to return any records the Client has provided relating to the engagement if the Client so requests. In that situation, the Firm may make copies, at its expense, of any of those records.
- H. **No Guarantees or Warranties of Success:** While it is impossible to guarantee any specific results, the Firm is honored to have the opportunity to represent the Client and can assure the Client that the Firm shall represent the Client as vigorously, diligently and expeditiously as possible. If the Client has any questions regarding any aspect of the Firm's representation at any time, please immediately contact the Firm directly.
- I. **Attorney-Client Privilege:** Attorney-client privilege applies to all communications, whether it is in a written, oral, and/or other format. This privilege only belongs to Marlington Local School District Board of Education as the client.

I trust that this letter adequately reviews and explains our understanding of the nature of the Marlington Local School District Board of Education's engagement of our professional services and our fee arrangement.

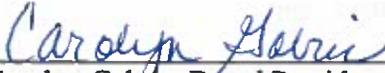
Sincerely,

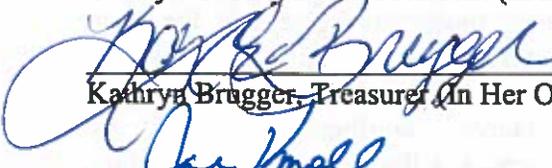
McGown & Markling Co., L.P.A.



Matthew John Markling

FOR THE MARLINGTON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION:

  
\_\_\_\_\_  
Carolyn Gabric, Board President (In Her Official Capacity Only)\*

  
\_\_\_\_\_  
Kathryn Brugger, Treasurer (In Her Official Capacity Only)\*

  
\_\_\_\_\_  
Joe Knoll, Superintendent (In His Official Capacity Only)\*

Authorized Pursuant to Board Resolution No. 88.20  
\* This Agreement has no legal effect absent Board approval.

MARLINGTON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION  
R.C. 5705.41 AND R.C. 5705.412 CERTIFICATES

We certify that the Marlington Local School District Board of Education has in effect for the remainder of the fiscal year and succeeding fiscal years the authorization to levy taxes including the renewal or replacement of existing levies, which when combined with the estimated revenues from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the Marlington Local School District Board of Education to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year. We additionally certify that the amount required to meet the obligation of the fiscal years in which the attached contract is made has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

\_\_\_\_\_  
Carolyn Gabric, Board President (In Her Official Capacity Only)

\_\_\_\_\_  
Kathryn Brugger, Treasurer (In Her Official Capacity Only)

\_\_\_\_\_  
Joe Knoll, Superintendent (In His Official Capacity Only)



May 11, 2020

VIA E-MAIL

COLUMBUS | CLEVELAND  
CINCINNATI | DAYTON  
MARIETTA

**BRICKER & ECKLER LLP**  
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Rebecca C. Princehorn  
614.227.2302  
rprincehorn@bricker.com

Kathryn Brugger, Treasurer/CFO  
Marlington Local School District  
10320 Moulin Ave NE  
Alliance, OH 44601

Re: Terms of Engagement – Construction and NEXUS Pipeline Matters

Dear Kathryn:

We are pleased that the Marlington Local School District, Stark County, Ohio (the "District") has asked Bricker & Eckler LLP to represent it with respect to Construction and NEXUS Pipeline matters currently. Any additional matters in the future shall be as specifically determined by the District.

Scope of Representation

One of the purposes of this letter is to set forth the nature of our engagement and the terms and conditions of our representation of the District. I will be the representative of our firm primarily responsible for representing the District's interests on these matters. Please note, however, that Bricker & Eckler prides itself in providing service as a team, and, as such, I will retain the discretion in the exercise of my professional judgment to assign portions of the work to attorneys and assistants who are best able to handle particular aspects of the representation on a cost efficient basis. However, while I may refer certain matters to other attorneys and assistants based on their individual knowledge and experience, I will continually maintain primary responsibility for making sure that each question is thoroughly and efficiently addressed by the attorney or assistant to which such matter is assigned.

Billing Arrangement

We render our statements on a monthly basis, and we find that most clients appreciate receiving statements every month. The statements break out the disbursements incurred on your behalf. Disbursements include long distance telephone charges, delivery charges, reproduction costs, fax charges, filing fees, travel expenses and other related costs incurred in the performance of our services. Our Firm's policy regarding disbursements and other matters is attached to this letter as Exhibit A. In some circumstances, we will also charge for secretarial overtime when documents must be produced under unusual time constraints.

The principal factors in determining our fees will be the time and effort devoted to the matter and the hourly rates of the lawyers and assistants involved. We believe our hourly billing rates for attorneys and assistants are competitive with other major firms in the Columbus and Ohio markets. Depending upon the special expertise and amount of experience involved, our institutional hourly rates range from \$575 per hour for our most experienced partners to \$230 per hour for our most junior lawyers. Our hourly rates for assistants range from \$185 to \$225 per hour, again depending upon the expertise and experience of those involved. These hourly rates are subject to change from time to time without notice.

May 11, 2020

Conflicts

Relative to conflict matters, we will perform a conflict check for each specific project with which we assist the District. Because of our vast and diverse representation of many other clients in and around the State of Ohio, including, but not limited to, public entities, banks, financial institutions, lenders, developers, and real estate sellers and buyers, it is possible that in the future, a dispute may arise between you and another client that we represent, or a transaction in which your interests do not coincide with those of another client that we represent, and we reserve the right to continue to represent or to undertake to represent existing or new clients in any matter that is not substantially related to the work described in this letter, even if the interests of such clients in other matters are directly adverse to you.

In order to distinguish those instances in which you consent to our representation of such other clients from those instances in which your consent is not given, you have agreed, as a condition to our undertaking this engagement, that during the period of this engagement we will not be precluded from representing clients who may have interests adverse to yours so long as (1) such adverse matter is not substantially related to our work with the District, (2) our representation of the other client does not involve the use, to the disadvantage of you, of any of your confidential information that we have obtained as a result of our representation of you, and (3) we reasonably believe we will nonetheless be able to competently and diligently serve both you and the other client on the different matter. Our representation of the District on the work outlined in this letter will not disqualify us from continuing our representation of any financial institutions including undertaking the closing of new loans for existing or new clients. Please understand that, by executing this engagement letter, you are waiving any right to object to such representation now or in the future.

We specifically reserve the right to withdraw from representation if we feel that we cannot properly represent your interests. Likewise, should we at any time during the representation, even after the conflicts check, determine that representation of your interests would conflict with our previous representation and/or previous relationship with other clients relative to your matter, we do reserve the right, after discussion with you, and at our sole discretion, to withdraw from representation of your interests, or refer that particular matter out to other counsel to handle.

Our firm is very sensitive about ethical concerns, and we always want to make sure that our clients understand the ramifications of our representation. Please rest assured that we will not undertake a matter that is adverse to your interests and for which a waiver is required without first consulting with you.

Other Matters

We understand that our client for purposes of this representation is the District, and not any of their individual officer holders or staff members. If the District would wish to retain our services for a particular matter on terms different from those discussed in this letter, we would prepare an additional letter similar to this one; absent any other special arrangements, all other work done by us would be on the same terms and conditions set forth herein.

Closing

If the terms of this representation are agreeable to you, please have the appropriate person sign the enclosed duplicate copy of this letter and return it to me.

**Bricker & Eckler**  
ATTORNEYS AT LAW

May 11, 2020

Again, we would like to express our appreciation for asking us to serve the District. We look forward to being of service to you.

Very truly yours,

AGREED:

BRICKER & ECKLER LLP

Marlington Local School District  
Stark County, Ohio

By: Rebecca C. Princehorn  
Rebecca C. Princehorn, a Partner

By: \_\_\_\_\_  
Name: Kathryn Brugger  
Title: Treasurer/CFO  
Date: \_\_\_\_\_

Exhibit A

**Standard Terms of Representation**

**Professional Fees.** Generally, the principal basis for computing our charges for services rendered by our attorneys and paralegals are based on the time devoted to work on a particular legal matter multiplied by hourly rates for each professional performing such services.

The Firm charges for all time devoted to legal matters, including the following examples: meetings and telephone conferences with clients and others relevant to the case or transaction; legal research, drafting, reviewing and commenting on documents; correspondence; interviewing or deposing witnesses; travel time; discussions among attorneys in our office involved in the matter; hearings and trials; answering requests for information from third parties.

**Retention and Disposition of Documents.** When our representation of you in this or any particular matter terminates, we may ask you if you desire your papers and property returned to you. If you do not respond requesting the return of your papers and property, you agree we may upon reasonable notice dispose of such papers and property. Our own files pertaining to the matter will be retained by the Firm. These Firm files include, for example, Firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the Firm may be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

**Expenses/Disbursements.** In addition to charges for professional services as described above, the Firm also bills for expenses incurred on our client's behalf. These expenses may include but are not limited to the following examples: duplication and binding of documents; telecopy, telex, fax and long distance telephone calls; messengers, couriers and postal services; secretarial overtime, word processing and other special staffing requirements; expenses for computerized legal research and other automated services; and travel expenses including, where appropriate, meals, transportation, lodging and other business expenses.

In addition, our services frequently require engaging the services of third parties on our client's behalf. Generally, clients are asked to pay such third parties directly. Where small amounts are involved, the Firm may advance payments to third parties and include them in its periodic bills. These disbursements may include the following examples: state agency filing fees; outside duplication of documents; fees for commencing lawsuits and service of process; deposition and court stenographer fees; expert witness and consultant fees; real estate recording fees and taxes; Uniform Commercial Code search fees; and, in general, any fees or charges the Firm pays to governmental or quasi-governmental agencies on behalf of its clients.

Subject to the foregoing, it will be your responsibility to pay as billed for disbursements made on your behalf as indicated below:

**Telephone charges.** Our long distance telephone charges will be based upon AT&T direct dial rates. In the event that telephone calls are made from locations other than our offices, the cost will be based upon our credit card or cellular telephone costs. We will not bill you for local telephone service.

**Photocopies.** We will bill you for photocopies at 20 cents per page.

**Outside Computer Research (Lexis® or Westlaw®).** We will bill at standard Lexis® or Westlaw® rates.

**Filing Fees.** We will bill you the charges incurred by the Firm.

**Travel Expenses.** We will bill travel expenses at our cost without markup.

**Express Delivery Services (FedEx, etc.).** We will bill you for our actual out of cost expenses.

**Local Delivery or Local Filing Services.** Local delivery services will be billed to you at our cost without markup.

**Facsimile.** We will charge you for facsimile copies at \$1 per page both incoming and outgoing. Telephone usage for the facsimile will be charged at the telephone rate indicated above.

**Court Reporters, Expert Witnesses, Accountant, etc.** We will bill you at our cost without markup.

**Electronically Stored Information (ESI).** We will bill you for electronically stored information (ESI) collected and/or maintained during the course of engagement for litigation, public records requests or case analysis purposes.

**The fee structure will be:**

- 1. 25 GB or less is \$250 month**
- 2. 26 GB and over is \$500 month**

**Post-Engagement Matters.** You are engaging the Firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, the Firm has no continuing obligation to advise you with respect to future legal developments.

**Insurance Coverage.** You may have commercial general liability or other insurance coverage which may provide some reimbursement for the legal fees associated with our engagement. We urge you to contact your insurer or broker to determine the nature and extent of the applicable coverage, if any. It is the client's responsibility to pay the Firm for services rendered and to obtain reimbursement from the insurer.

**Secure Encryption of Records.** It is our policy not to post documents to a public cloud and/or shared file system. In order to protect your data, we will deliver all material to you in an encrypted manner. You agree to the encryption of these documents to maintain their security and confidentiality.