



Taylor A. Cates  
(901) 524-5165  
tacates@bpjlaw.com

LAW OFFICES  
Burch, Porter & Johnson, PLLC  
130 North Court Avenue  
Memphis, TN 38103  
Phone: 901.524.5000  
Fax: 901.524.5024  
bpjlaw.com

April 7, 2016

Ted Horrell  
10001 Highway 70  
Lakeland, TN 38002

Dear Dr. Horrell:

Thank you for contacting us to assist you as your counsel. We look forward to working with you. The following is a summary of our discussion regarding our representation. Please sign the enclosed copy of this letter in the space indicated and return it to us as soon as possible.

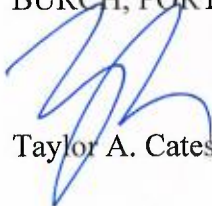
The scope of our representation is to represent you in connection with any legal matters which may arise relating to the Lakeland School Board. Attached to this letter are our Terms of Engagement.

If you have any questions about these arrangements, please contact me as soon as possible. Otherwise we ask that you sign the additional copy of this letter as indicated below and return it to me as soon as possible.

Thank you again for selecting us to represent you. We are pleased to have this opportunity to work together.

Very truly yours,

BURCH, PORTER & JOHNSON, PLLC



Taylor A. Cates

TAC/gc

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
Date

## TERMS OF ENGAGEMENT

### 1. Statements

Statements will be provided monthly. Statements will include itemized descriptions of all work performed and expenses incurred or advanced during the billing period. All statements are due upon receipt.

### 2. Fees and Expenses

Our statements in this matter will be based principally upon the following structure. The Firm will charge a flat rate of \$1,200 for each School Board meeting or work session at which our attendance is requested. This will include attendance, trial time, and immediate preparation for the meeting. Any other work will be billed at a 20% discount off our regular rates, with an overall Not-to-Exceed figure per month of \$7,200.

These rates will remain in effect at least through December 31, 2016. We will have a dialogue with you before that time about whether any modifications to this arrangement are appropriate in light of the pattern of usage of our services.

Our statements will also list all out-of-pocket expenses incurred on your behalf, such as photocopying, travel expenses, automated legal research, etc. We will not incur any significant expenses without pre-approval.

### 3. Engagement

You may terminate our services prospectively at any time upon written notice to Burch, Porter & Johnson, PLLC. Likewise, the firm reserves the right to withdraw from this representation upon written notice to you.

### 4. File Retention and Disposal

As a general rule, we retain electronic or written portions of client files for a period of six years after the conclusion of matters in which we serve as your attorney. After such time, we may dispose of all closed files unless you request that they be delivered to you.

### 5. Inquiries

Any questions concerning the terms of your account or statements received should be directed either to the principal attorney or to our Business Manager as follows:

Burch, Porter & Johnson,  
A Professional Limited Liability Company  
130 North Court Avenue  
Memphis, Tennessee 38103  
(901) 524-5000  
Attention: Jeff Graham