



CROCKETT LAW GROUP

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February 4, 2021

VIA E-MAIL AND U.S. MAIL

Deborah Robberson, Acting Town Attorney
TOWN OF PARADISE VALLEY
6401 East Lincoln Drive
Paradise Valley, Arizona 85253
E-mail: drobberson@paradisevalleyaz.gov

Re: Fee Agreement for Representation by Crockett Law Group PLLC

Dear Debby:

Thank you for selecting Crockett Law Group PLLC ("CLG") to represent the Town of Paradise Valley ("Paradise Valley" or the "Town") in the pending EPCOR Water Arizona, Inc. rate case filed in Docket WS-01303A-20-0177 (the "EPCOR Rate Case"). CLG's representation of the Town will be limited to the matter described in the preceding sentence. This engagement letter replaces and supersedes the earlier engagement letter dated January 20, 2021.

The purpose of this letter is to set forth and confirm the terms and conditions of CLG's legal representation of Paradise Valley. I encourage you to bring to my attention at any time any questions or concerns you may have regarding CLG's service or fees. As we have discussed, Paradise Valley understands and agrees that in connection with this representation, CLG will also be jointly representing Sanctuary Camelback Mountain Resort & Spa, JW Marriott Camelback Inn, Omni Scottsdale Resort & Spa at Montelucia, Andaz Scottsdale Resort & Spa, Mountain Shadows Resort Scottsdale, and The Ritz-Carlton Paradise Valley in the EPCOR Rate Case. The Town further understands and agrees that in connection with this joint representation, the entities jointly represented by CLG will not seek to assert that revenue requirement in the EPCOR Rate Case should be moved from one customer class to another.

Paradise Valley has retained CLG on an hourly basis and my hourly rate for this engagement is \$375. Services rendered prior to the Town's signing of this engagement letter are subject to the terms of this letter. In addition to hourly fees for legal services, CLG will charge for certain out-of-pocket costs incurred in representing Paradise Valley. Charges for long distance telephone calls, fax charges, in-office copying, ordinary postage and deliveries made by in-house staff are included as part of the hourly rate. However, if CLG incurs other costs including but not limited

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to filing fees, transcript fees, deposition fees, copying charges from third party vendors or government agencies, expert witness fees, computer-assisted legal research fees, delivery service charges, service-of-process fees, travel costs, meals and hotel accommodations, those items will be billed separately. CLG may require that Paradise Valley pay a third party providing such services directly or advance to CLG the estimated cost of such services prior to incurring those expenses on the Town's behalf.

CLG will send statements for professional fees and expenses to Paradise Valley on a monthly basis. The monthly statements will identify the services performed, the fees charged for those services, and any costs or expenses incurred. Paradise Valley agrees to make payment to CLG within 30 days of the Town's receipt of the statement and in accordance with the Town's standard billing process. CLG reserves the right to suspend performing services and to promptly move to withdraw from representing Paradise Valley upon a failure to timely pay a statement.

Paradise Valley may terminate this representation at any time by notifying CLG in writing. The Town's termination of the representation will not affect its responsibility for payment of outstanding statements and/or accrued fees and expenses incurred before termination or in connection with an orderly transition of the matter.

CLG may withdraw from this representation if Paradise Valley does not fulfill its obligations under this agreement, including the obligation to pay legal fees and expenses, or as permitted or required under any applicable standards of professional conduct or rules of court, or upon reasonable written notice to the Town.

I may send Paradise Valley pleadings, documents, correspondence, electronic communications and other information during this representation. These copies will be the Town's file copies and I would urge you to retain them for your records. Paradise Valley agrees that the work product of CLG and its staff, including notes, research and documents which it prepares, are the property of the firm. It is CLG's policy to destroy all client files, including all documents and materials therein, five years after CLG closes the files following completion of each matter. This file destruction procedure is automatic and Paradise Valley will not receive any further notice prior to the destruction of the files. Accordingly, the Town should maintain its own files relating to the matter which CLG is handling.

I am very pleased and privileged to work with Paradise Valley. Occasionally, CLG may provide lists of representative clients to legal or other publications and/or may use a client's name in CLG's marketing materials. If this is acceptable to the Town, please check the box under the acceptance below.

Deborah Robberson, Acting Town Attorney
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Please review this letter carefully. If the terms and conditions of representation and the billing arrangements meet with the Town's approval, please sign the enclosed copy of this letter and return it to me. As always, please call me if you have any questions or concerns.

Very truly yours,

CROCKETT LAW GROUP PLLC



Jeffrey W. Crockett

ACCEPTANCE

I have reviewed the foregoing engagement letter and agree on behalf of the Town of Paradise Valley to the terms and conditions of representation and the billing arrangements set forth therein.

☐ By checking the box, I agree that CLG may provide the Town's name as a representative client of CLG to legal or other publications and/or may use the Town's name in CLG's marketing materials.

TOWN OF PARADISE VALLEY

By: _____

Its: _____

Date: _____