

KELLY HART

ATTORNEYS AT LAW

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July 10, 2026

Via Email:
Mayor L. Kelly Jones

Re: Legal Representation in a matter adverse Michael Bachand

Dear Mayor Jones:

We are pleased that you have asked Kelly Hart & Hallman LLP (the “Firm”) to represent the City of Westworth Village (the “Client”) in a matter adverse Michael Bachand (the “Matter”). This letter confirms our discussion regarding our engagement and describes the basis on which our Firm will provide legal services to the Client.

1. Client. Our Client in this Matter will be the City of Westworth Village. The Client agrees that our representation of them in the Matter does not give rise to a lawyer-client relationship between the Firm and anyone else. Accordingly, the Firm’s representation of the Client in the Matter will not give rise to a conflict of interest in the event the Firm represents other clients adverse to someone other than the Client in other matters. In addition, our representation of the Client in the Matter does not give rise to a lawyer-client relationship between our Firm and anyone else. This agreement has no third-party beneficiaries, including trusts or estate beneficiaries, trustees, partners, limited partners, members, corporate shareholders and owners, successors, principals, agents, officers, directors, employees, representatives, and/or the Client’s insurers, insureds, indemnitors, or indemnitees.

2. Scope of Engagement. We have been engaged to represent the Client solely in connection with the Matter. We have agreed that our engagement is limited to the performance of legal services related to this Matter, and unless we agree otherwise, in writing, we are not undertaking to represent the Client or their interests in any other matter. We will not provide business, investment, tax, or accounting advice to the Client and understand that the Client will rely on others for such advice. Similarly, we do not make business decisions for the Client, and we do not investigate the character or credit of persons with whom the Client may be dealing. Our engagement does not include responsibility for review of the Client’s insurance policies to determine the possibility of coverage for the claim asserted in this Matter, or for notification of the Client’s insurance carriers about the Matter.

Beginning on January 1, 2024, the Corporate Transparency Act (CTA) requires many entities formed or registered in the United States to report information to the U.S. Department of Treasury’s Financial Crimes Enforcement Network (FinCEN). Compliance with the CTA is the responsibility of the reporting companies, and our engagement does not include legal advice

relating to any potential CTA reporting obligations, beneficial ownership analysis, or other assistance relating to the CTA unless we otherwise agree in writing.

Client Responsibilities. The Client agrees to pay our statements for services and expenses in this matter. The Client agrees to be candid and cooperative with us and to keep us informed with complete and accurate information, documents, communications, and other material relevant to the subject matter of our representation or otherwise reasonably requested by us. In particular, the Client agrees to make their officers and employees available to meet with Firm personnel and to attend trials, hearings, depositions, discovery conferences, and other proceedings, and to commit the appropriate personnel and sufficient resources to meet the Client's discovery obligations.

Because we need to be able to contact the Client at all times regarding this representation, the Client agrees to inform us, in writing, of any changes in the Client's name, address, telephone number, contact person, email address, and other relevant information regarding the Client. Whenever we need instructions or authorization to proceed with legal work for the Client, we will contact the Client at the most recent business address we have received.

3. Advice About Possible Outcomes. From time to time, either at the outset or during the course of our representation, we may express opinions or beliefs concerning the Matter or various courses of action and the results that might be anticipated. Any such statement made by any lawyer of our Firm is an expression of opinion only, based on information available to us at the time, and should not be construed by the Client as a promise or guarantee.

4. Joint Representation Conflict Waiver. As we discussed, the Client and Robert Fitzgerald have chosen to be represented by the Firm when they could choose to be represented by separate counsel in this Matter. They have advised us that there are considerations of cost, as well as strategic advantages for each of them in joint representation, and that they would like to proceed in this manner. They have also advised us that they have agreed on all material issues concerning this Matter.

The Client acknowledges and agrees that, despite their current consensus with Robert Fitzgerald on all material issues, they have differing interests that may create a conflict of interest between them. The Client further agrees that if a conflict of interest arises, we may withdraw from the representation of one or more of them as we deem necessary to resolve the conflict. In that event, the Client agrees that we may continue to represent the other(s), even if we take positions adverse to the other's interests in any subsequent negotiation or proceeding relating to this Matter.

5. Shared Information. As we discussed, one of the consequences of joint representation by a single lawyer or law firm is the sharing of confidential information concerning the subject matter of the joint representation. The Client acknowledges and agrees that communications between the Firm and the Client and/or Robert Fitzgerald, or with all of them, will be treated as confidential and will not be disclosed outside the joint representation without their informed consent or as otherwise permitted by the applicable rules of professional conduct or other law. The Client also acknowledges and agrees that any material communications or information that we receive concerning this Matter, including communications from any one of the jointly represented clients, will be shared with each of you as we consider appropriate. The Client further acknowledges and agrees that if a dispute arises between or among them, and we no longer represent them in this Matter, as the result of a conflict of interest or otherwise, we may nevertheless use any confidential information we have concerning this Matter adversely to them or to the advantage of those we continue to represent in any subsequent action relating to this Matter.

6. Withdrawal by Client. The Client may withdraw from this representation at any time for any reason, upon written notice to the Firm and the others in the representation. Any withdrawing party acknowledges and agrees, however, that: (1) the Client will remain responsible for the Firm's fees and expenses incurred through the date on which notice is received by the Firm; (2) parties who require representation after the withdrawal will be responsible for retaining and paying for separate legal representation; and (3) we may continue to represent others consistent with the provisions of this letter, even if we take positions adverse to the withdrawing party's interests in any subsequent negotiation or proceeding relating to this Matter.

7. Opportunity to Consult Independent Counsel. The Client acknowledges that, prior to entering into this agreement, they have been advised and have had the opportunity to consult with independent counsel regarding the terms and conditions of this agreement.

8. In-Firm Privilege. From time to time, issues arise relating to legal ethics or our duties under the professional conduct rules that apply to lawyers. Normally, when such issues arise, we seek the advice of our Firm counsel, who is an expert in such matters. We consider such consultations to be attorney-client privileged communications between Firm personnel and the counsel for the Firm. We believe that it is in our clients' interest, as well as our Firm's interest, that when legal ethics or related issues arise during a representation, we obtain expert analysis of our obligations. Accordingly, the Client agrees that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with our internal or outside counsel, we have their consent to do so and they waive any alleged conflict of interest that might arise out of the Firm's consultation with the Firm's counsel. The Client likewise agrees and consents that the Firm's communications with the Firm's counsel are protected from disclosure to the Client and others by the Firm's attorney-client privilege and that they will not seek to discover or inquire into those communications.

9. Termination of Engagement. The Client may at any time terminate our representation upon written notice to the Firm. We reserve the right to withdraw from our representation as required or permitted by the applicable rules of professional conduct upon written notice. If we terminate the engagement, we will take reasonable steps to protect the Client's interests in the Matter, and the Client agrees to take all steps necessary to free us of any obligation to perform further, including executing any documents necessary to perfect our withdrawal. If permission for withdrawal is required by a court or other adjudicator, we will promptly request such permission, and the Client agrees not to oppose our request.

The Client's termination or our withdrawal will not relieve the Client of their obligation to pay for services rendered, including work in progress and incomplete at the time of termination, and to pay for all expenses incurred on behalf of the Client through the termination or withdrawal date.

10. Conclusion of Representation; Retention and Disposition of Documents. Absent express notice of termination, our representation of the Client will conclude upon completion of our work on the Matter. At the Client's request, their documents and property will be returned to them, although the Firm reserves the right to retain copies of any such documents as it deems appropriate. Our files and documents 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 draft notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. For various reasons, including

the minimization of unnecessary storage expenses, and consistent with professional conduct rules, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us at the end of the Firm's retention period, which is three (3) years, without further notice to the Client.

11. Post-engagement Matters. The Client is engaging the Firm to provide legal services in connection with the Matter. After the Matter concludes, changes may occur in the applicable laws or regulations that could impact the Client's future rights and liabilities. Unless the Client engages us after completion of the Matter to provide additional legal advice on issues arising from the Matter, the Firm has no continuing obligation to advise the Client on such issues or on future legal developments, including monitoring deadlines that may arise with respect to the Matter.

12. Fees. The principal basis for computing our fees will be the amount of time spent on the Matter by various lawyers and legal assistants multiplied by their individual hourly billing rates. Our billing rates currently range from \$350.00 an hour for new associates to \$1,000.00 an hour for senior partners. My time is billed at \$675.00 per hour. Time devoted by legal assistants is charged at rates currently ranging from \$200.00 to \$305.00 per hour. Our billing rates are subject to change from time to time.

13. Costs. We will include in our statements separate charges for services, such as copying, messenger and delivery service, computer research, travel, international telephone, and fax charges. Such expenses may also include filing fees, deposition costs, process servers, court reporters, and witness fees. The Client authorizes us to retain any investigators, consultants, or experts necessary in our judgment to represent the Client's interests in the Matter. Their fees and expenses generally will not be paid by us but will be billed directly to the Client.

14. Estimates. As we have discussed, the fees and costs relating to the Matter are not predictable. Accordingly, we have made no commitment to the Client concerning the maximum fees and costs that will be necessary to resolve or complete the Matter. Any mention by us of fees and costs is only an estimate. The Client understands their obligation to pay the Firm's fees and costs is in no way contingent on the ultimate outcome of the Matter.

15. Consent to Future Conflicts (Advance Waiver of Conflicts). As you know, the Firm represents many other companies and individuals in many other matters. Those companies and individuals interact with one another in many different respects. Thus, during the time we are representing the Client, we may also represent other clients—including clients who are direct competitors of the Client or may otherwise have business interests that are adverse to their interests—in transactions or disputes (including litigation) adverse to them that are not substantially related to this representation.

Based on the foregoing, the Client agrees that our representation of them in this Matter will not disqualify our Firm from opposing them in the future in litigation, transactions, or other legal matters that are not substantially related to the subject matter of this representation, and they consent to any conflict of interest with respect to those representations. They further understand and agree that the Firm is not obligated to notify them when we undertake such matters that may be adverse to them. We agree, however, not to use any proprietary or other confidential information of a nonpublic nature acquired by us as a result of our representation of the Client to their disadvantage in any litigation or other matter in which we are opposed to them. Additionally, the Client agrees that we may identify the Client as a client and disclose the nature of our engagement(s) to other clients and potential clients for the limited purpose of seeking conflict of

interest consents/waivers. We agree, however, that the Client's consent to this disclosure shall not apply in any instance in which the revealed information would compromise the attorney-client privilege.

16. Entire Agreement. This letter constitutes the entire understanding and agreement between the Client and this Firm regarding the terms of our engagement in this matter and supersedes any prior understandings and agreements, written or oral, and any billing requirements, outside counsel guidelines, or letters submitted to us by the Client. Except for discussions about the risks of conflicts of interest, no other agreements, promises, understandings, or representations have been made or relied upon in reaching this agreement. If any provision of this engagement letter is held by a court or other adjudicator to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect. This engagement letter may be amended only by a written agreement between the Client and this Firm.

17. Choice of Law. The relationship between the Client and the Firm, including the validity, construction, and enforceability of this engagement letter, shall be governed in all respects by Texas law and the Texas Disciplinary Rules of Professional Conduct, without regard to conflicts of laws principles.

Please review this letter carefully. If it meets with the Client's approval, sign the letter in the space below and return a copy to me so that we may begin work. Please call or email me if you have any questions.

Very truly yours,

Jeff Whitfield
Jeff Whitfield

AGREED TO AND ACCEPTED:

City of Westworth Village

Sign: _____

Title: _____

Date: _____