

ARLINGTON COUNTY, VIRGINIA

OFFICE OF THE COUNTY ATTORNEY

2100 CLARENDON BOULEVARD, SUITE 403
ARLINGTON, VIRGINIA 22201
(703) 228-3100 • FAX (703) 228-7106

**COUNTY ATTORNEY
MINHCHAU N. CORR**

**DEPUTY COUNTY ATTORNEY
RYAN C. SAMUEL**

January 2, 2024

D. Scott Foster, Jr.
Gentry Locke
919 E. Main Street, Suite 1130
Richmond, VA 23219

Re: Engagement Agreement - Case No.: CL23001513-00
Marcia L. Nordgren, et al., v. County Board of Arlington Virginia, et al.

Dear Mr. Foster:

Your proposal of services to the Arlington County Attorney's Office, as outlined in your December 29, 2023, letter is accepted. As agreed, your hourly rate, along with Monica Monday and Ryan Starks, is \$450.00 - \$750 per hour; if needed, associates who might participate in this matter bill range of \$300-\$450 per hour. We kindly request your handling this matter alongside the primary members of your team mentioned above. Any additional services beyond the scope above will require our mutual agreement and an explicit engagement of you for those additional purposes.

I appreciate your cooperation, and we look forward to working with you on this matter.

Sincerely,



MinhChau Corr
County Attorney

cc: Ryan Samuel, Deputy County Attorney
Whitney Davis, Assistant County Attorney



GENTRY LOCKE
Attorneys

D. Scott Foster, Jr.

Sfoster@gentrylocke.com

P: (757) 634- 7592

F: (540) 983-9400

December 29, 2023

Via E-Mail

Arlington County
Attn: Ms. MinhChau N. Corr, Esq.
County Attorney
One Courthouse Plaza
2100 Clarendon Boulevard, Suite 403
Arlington, Virginia 22201
Telephone: (703) 228-3102
Email: corr@arlingtonva.us

Re: Legal Representation Agreement/Engagement Letter

Dear Ms. Corr:

This letter follows up on our good conversation this morning. We appreciate the opportunity to represent, and look forward to representing Arlington County, Virginia ("you" or the "County") in this matter. We will do our best to provide high quality legal services in an effective, responsive, and efficient manner.

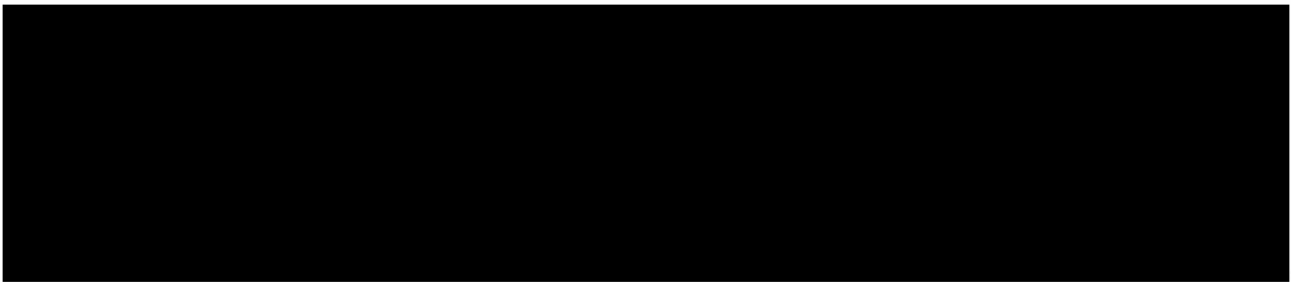
[REDACTED]

Scope of Services

[REDACTED]

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We will provide the legal services reasonably required to accomplish the assignment. We will keep you reasonably informed of developments in the representation. You agree to cooperate with us, to provide accurate and complete information, to keep us informed of developments that affect the representation, and to pay our bills on time.

Please contact us if you have any questions concerning the representation. We will address any questions promptly.

Staffing and Charges for Legal Services

Monica Monday, Ryan Starks, and I will be the attorneys primarily responsible for the representation. If you have any questions about our services, staffing, billing, or any other aspect of our representation, please contact us. My direct dial telephone number is 757-634-7592, Monica's is 540-983-9405, and Ryan's is 804-956-2062. Other attorneys and professional staff will work on the matter to provide the legal services in an efficient, economical manner.

Unless otherwise agreed in writing, we will charge for our legal services based primarily on the amount of time devoted to a matter at the hourly rates for the particular professionals and staff involved, in increments of one-tenth or one-fourth of an hour. Our hourly rates are based on the experience and expertise of the individuals involved.

For this matter, partners will be billed at rates between \$450 and \$750 per hour, and associates will be billed at rates between \$300 and \$450 per hour.

We will provide you with periodic statements that describe the services rendered and itemize the expenses incurred in connection with our representation. These statements are due and payable upon receipt.

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This letter, along with the attached Terms of Representation, constitutes our agreement for legal representation with you. Please let us know promptly if you have any questions with respect to any part of this agreement.

Thank you for retaining Gentry Locke. We look forward to working with you on this matter.

Sincerely,

GENTRY LOCKE

/s/ Scott Foster

D. Scott Foster, Jr.

Agreement to Terms:

ARLINGTON COUNTY, VIRGINIA



Minh Chau N. Corr, Esq.

Date: 1 / 2 / 24

**GENTRY LOCKE
TERMS OF REPRESENTATION**

These Terms of Representation, together with any engagement letter, set forth the basis upon which Gentry Locke (the "Firm") will provide legal services to the Client and bill for those services.

1. *The Client:* The Client should have a clear understanding of the legal services we will provide. The Firm will address any questions the Client may have promptly. The Client is the person or entity that is identified in any engagement letter or billing statement as the Client. The Client shall not include any affiliates, affiliated persons, or constituents of such person or entity (i.e., if the Client is a corporation or limited liability company, any related companies, employees, officers, directors, shareholders, or members are not a Client of the Firm unless identified as a Client).

2. *Costs:* The Firm's performance of legal services involves costs and expenses that the Client will either pay directly or for which the Client will reimburse the Firm. In the normal course of the work, the Firm will incur, and may bill the Client at the rates established by the Firm, for those expense items which include, but are not necessarily limited to:

- Filing fees
- Mileage, lodging, parking and other travel expenses
- Experts and third party vendor expenses
- Delivery and messenger services
- Printing, copying and reproduction costs
- Extraordinary postage

3. *Standard Billing and Payment Procedures:* The Firm will provide the Client with periodic statements which set forth the services rendered and itemize the expenses incurred in connection with the Firm's representation.

All of the Firm's statements are due and payable upon receipt by the Client. If payment is not received within sixty days, the Firm will charge interest on the unpaid balances at the annual rate of 6% until the balance is paid.

Clients have three options by which to pay. Checks may be made payable to Gentry Locke and sent along with remittance to P.O. Box 531013, Atlanta, GA 30353-1013. Payments may also be made by ACH or wire transfer by emailing billing@gentrylocke.com to request payment instructions. Clients may also pay via credit card by visiting www.gentrylocke.com and navigating to the secure payments page. Credit card transactions will be assessed a 3.0% surcharge to mitigate the cost of payment processing. Any fee imposed is not greater than our cost of acceptance and can be avoided by paying by check or contacting our office to make payment by ACH or wire transfer. Note that debit card transactions are not allowed.

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4. *Preserving Evidence/Emails.* If this matter involves actual or potential litigation, it is essential that the Client preserve all documents and other materials that may be evidence in the litigation. This duty to preserve potential evidence also applies to electronic communications, such as emails and texts. Please preserve all emails and similar electronic communications. Please do not discard or destroy any items that may be related to the matter without checking with us. We will work with you to make sure all potential evidence is appropriately preserved.

In addition, we ask that the Client avoid posting anything on social media that may relate to this matter. Please do not delete anything that may have previously been posted. Please set all social media settings to "Private."

5. *Estimates or Quotations:* If requested by the Client, and where feasible, the Firm will provide the Client with an estimate of the costs of the Firm's services for a particular matter. When estimates are given, unless otherwise specified in writing, they are not maximum, minimum, or fixed quotations. The ultimate costs may be more or less than the estimate. The accuracy of such estimates may vary, depending on facts and circumstances beyond the control of the Firm, such as the decisions or actions of third parties.

6. *Outcome and Contingency:* Any opinions expressed by any of the Firm's legal professionals about the outcome of a legal matter are only their professional estimates; such opinions are necessarily limited by such legal professionals' knowledge of the facts and the law at the time such opinions are expressed. Nothing in this agreement and nothing in the Firm's statements to the Client are to be construed as a promise or guarantee about the outcome of the Client's matters. Unless specifically stated in a separate writing, signed by the Client and on behalf of the Firm, payment for the Firm's services is not contingent upon the outcome of any matter.

7. *Electronic Communications:* In order to increase our efficiency and responsiveness, we intend to use electronic and computer communication methods including email, document transfers by computer, electronic document access sites, cellular telephones, and similar methods.

8. *No Third Party Beneficiaries:* Nothing in our agreement with the Client shall be construed to give any rights or benefits to anyone other than the Client. All duties and responsibilities undertaken by the Firm under our agreement with Client shall be for the sole and exclusive benefit of Client and not for the benefit of any other person or party.

9. *Termination of Engagement:* The Client may terminate this engagement with or without cause at any time upon written notice to the Firm. The Firm will return all of the Client's papers and property upon the termination of the engagement upon request. The Firm will, however, retain its own files. If the Client wishes copies of the Firm's files, the Firm will make copies of the Firm's papers available for copying consistent with provisions of the Virginia Rules of Professional Conduct. The Firm may ask the Client to pay any additional costs of copying. Termination of the Firm's services will not affect the Client's responsibility to pay for legal services.

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rendered and all costs incurred up to the date when the Firm receives notice of termination, and for any further work required of the Firm in order to facilitate an orderly turnover of matters in progress at the time of termination.

The Firm may terminate the engagement for any of the reasons permitted under the Virginia Rules of Professional Conduct, including, but not limited to, the Client's failure to properly pay the Firm's bills. If required, the Firm may also apply for a court order approving the Firm's withdrawal from representing the Client, or the Client may agree to such withdrawal.

10. *File Retention:* The Firm will keep the Client's legal files for seven years after the file has been closed. However, the Client agrees that the Firm may scan any documents in the Client's files and destroy the originals at any time. The Firm may destroy all files after seven years. If the Client wishes the Firm to keep the Client's files for a longer period of time, the Client must advise the Firm in writing. Also, if the Client wishes for the Client's files to be returned to the Client rather than destroyed as indicated herein, the Client must advise the Firm in writing.

11. *Cyber Security:* During the course of the representation, the Firm may have access to the Client's confidential information. The Firm will use reasonable efforts to protect and safeguard confidential information.

12. *Forum:* Any legal action arising from or relating to any disputes under this agreement shall be brought in the Circuit Court for the City of Richmond, Virginia, or the United States District Court for the Eastern District of Virginia, Richmond Division, and the Client hereby consents to personal jurisdiction of these courts for any such legal action. Virginia law (without regard to its choice of law rules) will govern the merits of any dispute or claim.

13. *Fee Disputes:* Any dispute involving attorneys' fees shall be resolved through the arbitration provisions of the Fee Dispute Resolution Program administered by the Virginia State Bar. The prevailing party in any fee dispute shall recover their reasonable attorneys' fees and costs incurred in the arbitration or other proceeding.