

Law Offices
Richardson & Richardson, P.C.
1745 South Alma School Road
Corporate Center • Suite 100
Mesa, Arizona 85210-3010

William R. Richardson

Telephone: (480) 464-0600
Facsimile: (480) 464-0602
E-mail: wrichlaw@aol.com

March 31, 2023

File No. 2005.01

VIA EMAIL

Kay Marion Macuil
City Attorney
City of San Luis
1090 E. Union Street
PO Box 1170
San Luis, AZ 85349
kmacuil@sanluisaz.gov

Re: *Revocation of Acceptance of the 2021 Dennis Eagle Proview, Serial Number 1D92EJBXMG791056 by Spartan Truck Company ("Spartan")*

Dear Kay:

This letter will confirm that you have requested Richardson & Richardson, P.C. to provide you as City Attorney of the City of San Luis with legal representation in connection with the foregoing matter. Our representation shall be limited to addressing the foregoing matter unless we agree in writing to undertake additional services. This agreement will also apply to subsequent representation on matters which I specifically agree in writing to undertake on your behalf. This agreement will not require this firm to prosecute any appeals or pursue post judgment relief unless specifically agreed in writing. Additionally, this agreement will not require the firm to provide any advice concerning the tax impact of any anticipated transactions contemplated by you. Rather, you agree to seek independent advice from your accountant or other tax professional for purposes of determining the tax impact of such transactions.

I will be responsible for your legal work although other personnel may assist me as we deem appropriate. Additionally, I may associate with or hire other attorneys to assist with your case as may be necessary to provide proper representation. Currently, my fees are billed at the rate of \$375.00 per hour. Additionally, you will be obligated to reimburse this firm for all costs and other out-of-pocket expenses as indicated below. Fees for other counsel with whom I may utilize will be billed in the range of \$100.00 to \$375.00 per hour. Time for paralegals and law clerks will be billed at a rate of \$50.00 to \$175.00 per hour. All fees will be billed at the current billing rate in effect for the person rendering services at the time such services are rendered. Consequently, all billing rates described above are subject to future adjustment. Your first billing will include time spent during

Kay Marion Macue, City Attorney
City of San Luis, Arizona
March 31, 2023
Page 2

consultation and evaluation of this case prior to your execution of this agreement unless previously paid.

I will require an advanced fee payment of \$5,000 for purposes of engaging this firm to represent your interests. I may yet require an increased advanced fee payment depending upon payment history or in anticipation of upcoming matters which may consume a substantial amount of time or require a substantial monetary expenditure. At my discretion, I may at any time apply the advanced fee payment against services rendered and/or costs incurred, but am not obligated to do so. The advanced fee payment (if any) will be placed in this firm's trust account and will not draw interest. As required by the Rules of the Supreme Court, interest on trust funds is utilized by the State Bar of Arizona for various programs instituted at the behest of, or with the approval of the State Bar. The foregoing advanced fee payment is not an indication of our estimate of the fees that may be incurred in the litigation or dispute resolution context. The advance fee payment figure above (if any) is based upon my personal analysis of the firm's initial needs based on the nature of your case. We can provide no reliable estimate of the amount of fees it will take to resolve your case, because we cannot predict what course the opposition may take. The amount of fees will therefore depend on the amount of resistance and the steps the opposing party(ies) may take.

Unless we otherwise agree, hourly billing rates may comprise only a portion of the attorneys' fees due. The final fees to be charged by us may be revised upward or downward from the hourly-based fee to properly reflect the reasonable value of our services. Factors that we may take into account in connection with this adjustment include: the novelty or complexity of the issues involved, the skill required to provide proper representation, our expertise in the specific area of law involved, our rejection of other engagements caused by our acceptance of your engagement, the magnitude of the matter (including the amount involved and the results achieved), customary fees for similar legal services, time limitations imposed by you or by circumstances, and other considerations that may arise during the course of our representation.

In addition to amounts due for professional services rendered, statements will include, without limitation, charges for long distance telephone calls, photocopy expenses (at .20 per page), transportation expenses, messenger expenses, secretarial overtime, document filing and/or recording fees, computer access fees, computer research fees, facsimile transmission fees, document transcription charges, investigation expenses, and other costs associated with my representation of your interests. All costs or expenses that exceed \$100.00, if any, may be sent to you for direct payment. In the event firm personnel must travel outside of the Phoenix area on your behalf, you will be billed for actual time worked with a minimum billing of 7 ½ hours per day for each full day away from the office, including actual transportation time, together with all associated travel costs. Travel time will be billed at the applicable hourly rate. In addition to all fees and expenses that will be billed in connection with this case, we will bill \$350.00 as a onetime set up fee for purposes commencing representation of your interests. This fee will help to defray the costs and expenses

Kay Marion Macue, City Attorney
City of San Luis, Arizona
March 31, 2023
Page 3

inherent in opening a new file, creating needed forms and documentation and for creating a database that will be needed in furtherance of our representation.

Our firm provides clients with detailed statements for professional services performed. Statements are rendered on a periodic basis and are due and payable upon receipt. If payment in full is not received within fifteen (15) days of the statement date, your account will be subject to a finance charge of 1.0% per month (12% per annum). Our continued representation in this case is contingent upon your prompt satisfaction of amounts billed as they become due. Thus, in the event you are unable to comply with the payment provisions of this fee agreement, I will have the right to immediately withdraw from further representation subject to any restrictions imposed by the court (if any) or the ethical rules.

Please note that in situations involving contract disputes, the contract between the parties often allows for an award of attorneys' fees in favor of the prevailing party. Additionally, A.R.S. §12-341.01 also authorizes the court to award attorneys fees to the prevailing party in contested cases involving contracts. All or a portion of the costs of litigation (out of pocket expenses) may also be awarded to the prevailing party. Thus in the event your case involves litigation in the courts, you will want to take this factor into consideration.

When our work has concluded on any given matter, we will retain a copy of our file documents for two years. After that point in time, we will be allowed to destroy such documents after notice to you and after you are given an opportunity to request file documentation. You agree to keep us apprized of your current address and telephone number so that we can contact you when the time comes for destroying your file. Notice will be sent to the address we have on file for you.

As our representation proceeds, we will provide you with copies of all correspondence and legal papers we generate or which are provided to us from others. We will not retain any original documents or "original copies" of any documents that you provide to us. Rather, we will merely retain copies of (1) documents you provide to us, (2) documents and correspondence we create on your behalf and (3) documents and correspondence that we receive from others. The copies we retain will be for the firm's convenience and usage and remain the property of the firm. You will be billed our normal copy charge for the copies we retain and for those that are sent to you. Please safeguard these documents as your "file" in connection with this matter as we will not be required to recreate them for you upon termination of services. If you nevertheless require copies of file documents previously provided to you, you will be charged at the then applicable per copy charge plus \$30 per hour for secretarial time for making copies. You will nevertheless receive a digital copy of your file without charge.

You agree that in the event a billing dispute arises concerning our representation, that you will notify us in writing and that you will explain the difficulty you find with the fees or costs we

Kay Marion Macue, City Attorney
City of San Luis, Arizona
March 31, 2023
Page 4

have charged in your case. You agree that if the fee dispute cannot be resolved directly, that the dispute will be first submitted to fee arbitration through the State Bar of Arizona and that the determination made through fee arbitration will be binding and not subject to further claim or litigation. Payment of any amounts found to be due through fee arbitration shall be paid within ten days of the date of the decision of the arbitrator(s). Absent timely payment of the amount awarded through arbitration, the full amount billed will be payable.

You agree that we may submit any unpaid billing to a third party collection agency and / or to a credit reporting agency. You agree to pay all costs of collection including attorneys fees and out of pocket expenses. You agree that we may report your lack of payment to any credit reporting agency.

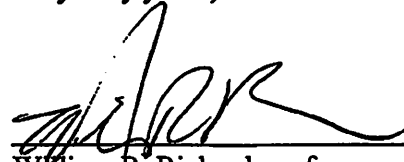
In addition to the foregoing fee agreement, I need your commitment and cooperation in the handling of all matters. Your involvement may include making yourself (ves) available to me so that I may obtain such information as may be necessary for proper representation. In the litigation context, your involvement may include making yourself (or others within your control) available for appearance at hearings, depositions and trial if necessary. In addition, you may need to make yourself and others available to us for our preparation for such hearings, depositions and trial. You will keep us apprized of your current address and telephone number at all times. Because of the nature of litigation generally, it is advisable to provide us with an email address, fax and cell numbers whenever possible. We will assume that the numbers and email address you provide, will allow for your confidential receipt of information from us unless you advise us to the contrary.

My staff and I look forward to representing you and sincerely hope that we will be able to provide assistance in a manner that will be for your greatest benefit. Please indicate, by signing below, your approval of and agreement to the foregoing terms and conditions.

Please return an executed copy of this letter, as soon as possible so that I may commence the handling of this matter. ***Until this letter is properly executed by those required and the advance fee paid, we will not be obligated to perform any legal services on your behalf.***

If you have any questions regarding my continuing representation, please contact me.

Very truly yours,




William R. Richardson for
RICHARDSON & RICHARDSON, P.C.

Kay Marion Macue, City Attorney
City of San Luis, Arizona
March 31, 2023
Page 5

APPROVED AND AGREED TO THIS

7 day of April, 2023.



Kay Marion Macuil, City Attorney
City of Sun Luis, Arizona

NOTE

Agreement must be accepted and returned within 10 days. Absent timely return, our offer of services will be deemed withdrawn.