

GAMMAGE & BURNHAM

A PROFESSIONAL LIMITED LIABILITY COMPANY

ATTORNEYS AT LAW

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March 22, 2024

WRITER'S DIRECT LINE
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Via Email:(kmacuil@sanluisaz.gov)

Ms. Kay Macuil
San Luis City Attorney

Re: Gammage & Burnham Representation—Gethsemani Baptist Church v City of San Luis

Dear Ms. Macuil:

This letter will confirm that the City of San Luis (“The City”) wishes to employ the law firm of Gammage & Burnham, PLC to assist with a response to the complaint and motion for preliminary injunction filed by the Gethsemani Baptist Church against the City of San Luis, several members of the city staff and the Mayor.

Generally, this Firm bills on an hourly basis; we will bill for our services monthly. Our hourly government rates are as follows:

\$450.00 for partners
\$325-for associates
\$225 for paralegals

My partner, Cameron Artigue and I, will be primarily responsible for such services and representation, although we may delegate matters to other attorneys, and/or paralegals to serve the City’s best interests in the most productive and cost-effective manner. All attorneys and/or paralegals who serve and represent the City shall bill their time on an hourly basis. For this matter, we have agreed to use our discounted government billing rates. The partner billing rate on this matter will be \$450.00.

We will send you a bill on approximately the 15th of the month for work done in the preceding month. Since this is a litigation matter, which can be intensive, we request a retainer of \$50,000.00. We will bill our services against the retainer. We will send you a monthly invoice which shows the work for the month and the payment applied to the retainer.

Although we will perform our professional services on your behalf to the best of our ability, we cannot make (and have not made) any promises regarding the outcome of your matter. You have the right to terminate our services at any time. Similarly, the firm may withdraw from the representation if you fail to promptly pay invoices, fail to disclose material facts, fail to effectively communicate, act in a manner contrary to the advice given, or anything else occurs that, in our opinion, impairs an effective attorney-client relationship.

In addition to attorneys’ fees, we will bill you for costs and expenses such as court costs, long distance telephone calls, photocopying and facsimile transmissions, travel expenses and other expenses incurred in connection with our representation. All of these expenses will be billed to you at our cost with the exception of photocopying and outgoing facsimile transmissions which we do mark up. Other costs such as office supplies, parking and incoming facsimile transmissions will not be billed to you. A copy of the memorandum explaining

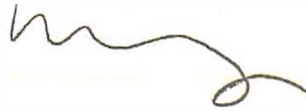
firm policy as to billing costs is enclosed. We anticipate that the rates listed in this letter will apply for the duration of this matter. If you ever have any questions concerning our statements, please call me immediately.

Our relationship is covered by the lawyer-client privilege and our ethical duty of confidentiality. Our communications with you are privileged.

Once this representation has been completed, we will close the file and maintain electronic records for five years, at which time the file may be destroyed in accordance with our policies. You must keep us advised regarding any changes of address, email or phone numbers, or of changes regarding key personnel so that we will be able to communicate with you during the course of representation and in the event the need arises even after the file is closed.

We look forward to working with you. If you have any questions, comments or concerns, please do not hesitate to contact me.

Best regards,
GAMMAGE & BURNHAM, PLC



By
Manjula M. Vaz

MMV/bbb
Attachment

ACCEPTED and AGREED:

CITY OF SAN LUIS

By: Kay Marion Macuil
Name: Kay Marion Macuil
Title: City Attorney
March 25, 2025

MEMORANDUM
GAMMAGE & BURNHAM, PLC
A Professional Limited Liability Company

TO: Gammage & Burnham Clients
FROM: Management Committee
RE: Firm Policy as to Billing of Costs

An ethics opinion from The American Bar Association indicates that clients must agree to pay "mark-up" on costs incurred on their behalf. Our practice is to add mark-up to on-site document reproduction costs and outgoing facsimile transmissions. In addition, payments made via credit card will incur a non-refundable service fee, not to exceed 3% of the total amount, which will be added to each transaction.

Other costs are either passed through directly with no mark-up or absorbed in our general overhead – these include:

Costs Charged to Clients Without Mark-Up Costs Not Charged to Clients

- | | |
|---------------------------------|-----------------------|
| ■ computer research | ■ incoming facsimiles |
| ■ depositions | ■ normal postage |
| ■ express mail | ■ office supplies |
| ■ filing fees | ■ parking |
| ■ investigative services | |
| ■ messenger service | |
| ■ outside professional services | |
| ■ publications | |
| ■ recording fees | |
| ■ search fees | |
| ■ secretarial overtime | |
| ■ service of process | |
| ■ sheriff's fees | |
| ■ special postage | |
| ■ title reports | |
| ■ travel expense | |
| ■ witness fees | |

If you have any questions regarding our policy, please feel free to call. If we do not hear from you, we will assume you agree to our policies regarding costs.