

**Scott A. Durfee**  
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March 14, 2022

Hon. Lucas Babin  
Tyler County District Attorney  
100 W. Bluff, Courthouse Annex  
Woodville, Texas 75979  
**By email: *l.babin@co.tyler.tx.us***

Re: Engagement for legal services

Dear Mr. Babin:

I appreciate this opportunity to provide legal services to the Tyler County District Attorney's Office. The purpose of this letter is to discuss the terms and conditions applicable to this engagement and to set forth our respective obligations.

**Scope of Engagement**

I will represent the State of Texas in the following direct appeals:

- *Blaze Daniel Hicks v. State of Texas*, Cause No. 09-22-00050-CR (Ninth Court of Appeals, Beaumont, Texas).
- *Mark Shane Conner v. State of Texas*, Cause No. 09-21-00299-CR (Ninth Court of Appeals, Beaumont, Texas).
- *Robert Lloyd Holcomb Jr. v. State of Texas*, Cause No. 09-21-00248-CR (Ninth Court of Appeals, Beaumont, Texas).

## **Conflicts of Interest**

I will attempt to identify actual and potential conflicts at the outset of any engagement. I will not undertake representation of adverse or conflicting parties without your express and informed consent. If conflicts arise or become apparent after work begins on an engagement involving another person or organization, I will comply with applicable rules of professional responsibility under state law in resolving any such situations.

## **Fees, Billing Arrangements, and Terms of Payment**

My hourly billing rate is \$200 per hour. I will issue an invoice on a regular basis, normally each month. Invoices are due on presentment and are considered past due 30 days after receipt. It is important to review invoices that are presented each month and to bring any concerns regarding the invoice or services to my attention within 30 days of receipt of an invoice.

Fees for professional services and reimbursable expenses are not contingent on the outcome of the project, matter, or lawsuit.

I will, when possible, estimate the fees and other charges you are likely to incur in connection with a particular matter. Any estimate is based on our professional judgment and the facts and circumstances that appear at the time. As such, any estimate is subject to the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed-fee quotation.

In some instances, I may incur charges on your behalf for certain ancillary support services. Examples include charges for photocopying large projects, postage, reasonable travel expenses, and delivery charges. Depending on the project, it may be necessary for me to retain third parties, such as experts, investigators, and court reporters.

Whenever I incur such charges on your behalf or charge for such ancillary support services, I will bill them to you as part of your monthly invoice.

I generally make and retain copies of all documents generated or received by me in the course of your representation. Should you request documents from me at the conclusion of our representation (other than your original documents), you agree

to compensate me for reproduction charges and professional fees required to review the files.

### **Cooperation and Communication**

To enable me to provide effective representation, you agree to: (1) disclose to me, fully and accurately and on a timely basis, all facts and documents that are or might be material or that I may request; (2) keep me apprised on a timely basis of all developments relating to the representation that are or might be material; (3) attend meetings, conferences, and other proceedings when it is reasonable to do so; and (4) cooperate fully with me in all matters relating to the engagement.

### **Termination**

Our engagement is “at will” and may be terminated by either of us at any time by written notice to the other party, subject to any applicable State Bar of Texas rules regarding withdrawal of attorneys.

You may terminate the engagement at any time, with or without cause, by notifying me in writing. I may terminate the engagement before the completion of its representation of you if (a) the continued representation would result in a violation of the applicable rules of professional conduct; (b) the termination can be accomplished without material adverse effect on your interests; (c) the firm has a fundamental disagreement with the objective in this engagement; (d) you substantially fail to discharge an obligation regarding this engagement, including the payment of fees and expenses and the duty of cooperation as provided in these terms of engagement; or (e) other good cause for termination exists. In the event that I intend to terminate the engagement, I will give reasonable notice and allow you access to your files relating to this engagement.

The termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred before termination and in connection with an orderly transition of the project.

After completion of the representation, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities in regard to matters that I previously handled. I will have no continuing obligation to give advice with respect to any future legal developments that may relate to the projects.

## **Confidentiality and Document Retention**

I will treat all communications received from you during the engagement as confidential.

You will have a right of access to case-related or project-related materials prepared on your behalf. At the close of any matter, I may return relevant documents to you, may retain a digital version or hard copies, or may destroy certain documents.

You agree that I will own and retain my own business files pertaining to the engagement and that you will not have the right or ability to require me to deliver such files (or copies thereof) to you, including, for example, my law office's administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, electronic mail correspondence (other than such correspondence which was sent to you by me) and lawyer's internal work product, such as drafts, notes, and internal memoranda prepared by or for the internal use of lawyers.

## **Disclaimer**

I cannot guarantee the outcome of any matter. Any expression of my professional judgment regarding any particular matter or the potential outcome is limited by my knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

Either at the commencement or during the course of the representation, I may express opinions or beliefs about the matter or various courses of action and the results that might be anticipated. Any expressions on my part concerning the outcome of the representation, or any other legal matters, are based on my professional judgment and are not guarantees.

## **Modification of Our Agreement**

This agreement and our terms of service are not subject to any oral agreements, modifications, or understandings. Any change in these terms must be made in writing signed by both of us.

I encourage you to read this letter carefully and to discuss any questions that you may have. I appreciate the opportunity to represent you. I request that you indicate your agreement with this letter by signing your name below in the space provided and returning this letter to me. If you have any questions with regard to my representation of you or at any point should you have questions above the progress or status of the matter, please do not hesitate to contact me at (713) 817-0940.

Very truly yours,

*/s/ Scott A. Durfee*

SCOTT A. DURFEE  
Attorney at Law

AGREED TO this day March \_\_\_\_\_, 2021:

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Lucas Babin  
Tyler County District Attorney