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Matthew E. Morgan  
Partner  
MMorgan@BTLaw.com  
Admitted to Practice Only In: Indiana; Washington, D.C.

December 8, 2021

**VIA ELECTRONIC MAIL ONLY**

City of Aurora, Illinois  
Attn: Richard Veenstra, Corporation Counsel  
veenstrar@aurora.il.us  
44 E. Downer Pl  
Aurora, IL 60507

RE: Engagement Letter and Proposal to Serve as Federal Relations Counsel

Dear Rick,

Barnes & Thornburg LLP ("Firm") is pleased to have the opportunity to provide legal and lobbying services to the government of the City of Aurora, Illinois ("Aurora"). This letter outlines the terms and conditions on which the Firm will represent Aurora.

**SCOPE OF WORK**

Attached to this letter you will find a "Proposal for Services" that sets forth the scope of this engagement. The proposal also describes that our traditional legal services are not covered by this letter or proposal and would require separate engagement terms.

**LOBBY REGISTRATION AND DISCLOSURE**

As you expect from lawyers, the Firm has an obligation not to reveal confidential information relating to the representation of a client, including information protected by the attorney-client privilege, unless the client gives informed consent. Since the scope of services related to this engagement is primarily lobbying, Aurora acknowledges and provides such consent, to the extent necessary, so that the Firm may complete and comply with any necessary lobby registration, disclosure, or reporting requirements that may apply to the Firm's services.

**STANDARD TERMS OF ENGAGEMENT**

Within the Proposal for Services is included the Firm's Standard Terms of Engagement for Legal Services setting forth the terms upon which the Firm generally accepts client engagements. The Firm's engagement by Aurora will be governed by these terms to the extent not expressly modified by this letter. In particular, by signing this letter, Aurora agrees that the Firm may

represent other clients in certain matters adverse to it as described in the Standard Terms of Engagement for Legal Services under the caption **“Waiver of Certain Potential Conflicts of Interest.”**

Additionally, the Firm represents the interests of other persons and entities before various legislative, executive, and administrative agencies at the local, state, and federal level. In addition, the Firm represents a broad spectrum of clients in many different industries and matters. Because of the Firm’s size, and as Aurora might expect, some of the Firm’s lawyers and non-lawyer lobbyists are from time to time involved with the political process for various candidates and causes, sometimes interests which in some cases, might be adverse to the interests that Aurora or its elected officials seek to promote. I do not believe, however, that the Firm’s representation of these other clients with points of view that differ from Aurora’s will affect the Firm’s ability to provide competent and diligent legal representation.

Aurora acknowledges and agrees that the Firm, and other clients described in the preceding paragraph, will be undertaking representation of such clients in reliance on Aurora’s consent. Should Aurora at some later time wish to revoke consent, it agrees that the method for doing so shall be by terminating the Firm’s representation at that time, and that such revocation will not require the Firm or its attorneys to discontinue representation of such other clients.

Lastly, by way of this letter, the Firm acknowledges that the Illinois Local Government Prompt Payment Act requires modification to the “Terms of Payment” section of our Standard Terms. Those changes are reflected in the “Fees” section of the “Proposal for Services” in accordance with the Act.

## CONCLUSION

If Aurora (1) agrees to the Firm’s service as counsel upon the terms set forth and (2) agrees and consents that the Firm may represent other clients in matters that are not substantially related to the matters in which it is representing Aurora, even where Firm’s representation of such clients may be or become directly adverse to its interests, please indicate agreement and acceptance by executing this letter in the space provided below. If this letter does not correctly reflect Aurora’s understanding of the terms and conditions of this representation, then please inform me, in writing, immediately.

I look forward to working with you as Federal Relations Counsel. Should you have any questions or comments, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Matthew E. Morgan". The signature is written in a cursive, flowing style.

Matthew E. Morgan

Enclosure: Proposal for Legal Services (which includes Standard Terms of Engagement)

AGREED AND ACKNOWLEDGED:

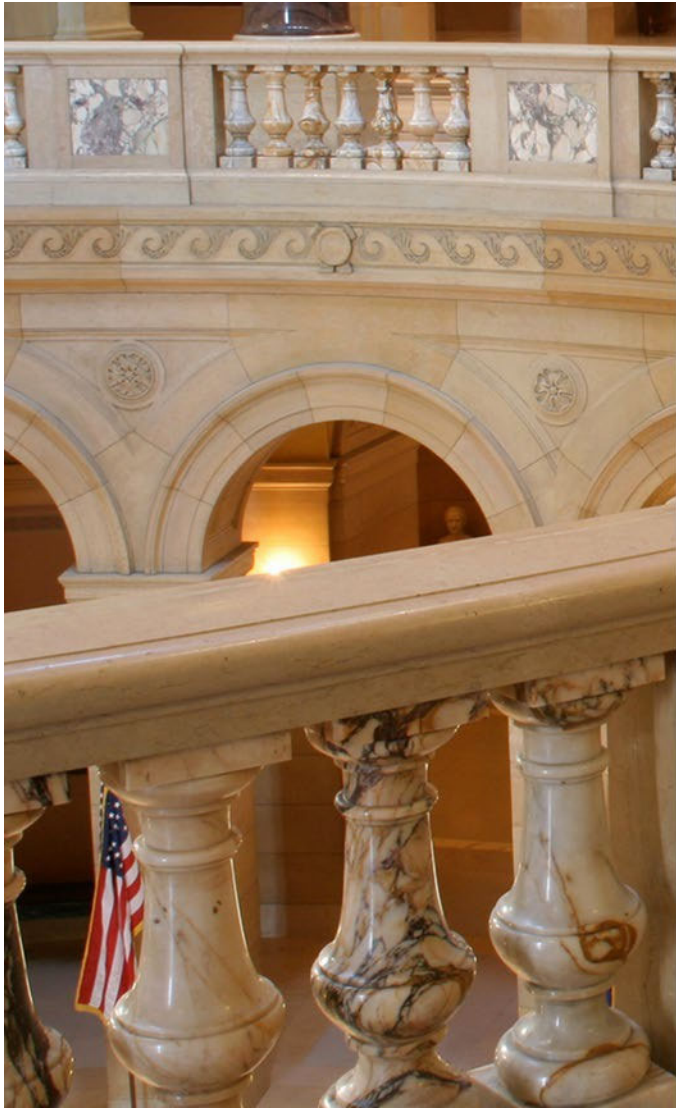
CORPORATION COUNSEL FOR THE CITY OF AURORA, ILLINOIS

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**AT THE HEART OF  
GOVERNMENT**

 **BARNES &  
THORNBURG<sup>LLP</sup>**

**City of Aurora, Illinois**

**Proposal for Service as  
Federal Relations Counsel**

**December 2021**

## Why Barnes & Thornburg?

You don't need more lawyers and lobbyists, you need the right lawyers and lobbyists. You deserve to work with a firm that offers integrity, reliability and a personal commitment to finding the right solutions for the challenges and opportunities you face every day.

You've come to the right place. Barnes & Thornburg will take the time to learn about you and your operations. We staff matters with small, close-knit teams led by a fully involved attorney who will keep you informed every step of the way. Our firm's innovative, entrepreneurial atmosphere attracts top legal talent from across the country.

### We've Got You Covered

We are a full-service firm advising on legal and lobbying matters that span state lines and cross borders. The firm serves clients worldwide from offices in Atlanta, Boston, California, Chicago, Delaware, Indiana, Michigan, Minneapolis, New York, Ohio, Raleigh, Salt Lake City, Texas and Washington, D.C. As one of the 100 largest firms in the nation, we have experience in virtually all the practice areas required to do business in today's global marketplace.



#### ▼ Barnes & Thornburg Offices

Ann Arbor, MI	Dallas, TX	Indianapolis, IN	Salt Lake City, UT
Atlanta, GA	Detroit Metro, MI	Los Angeles, CA	San Diego, CA
Boston, MA	Elkhart, IN	Minneapolis, MN	South Bend, IN
Chicago, IL	Fort Wayne, IN	New York, NY	Washington, D.C.
Columbus, OH	Grand Rapids, MI	Raleigh, NC	Wilmington, DE

■ Where Barnes & Thornburg attorneys are licensed to practice

### Client Service

At Barnes & Thornburg, we recognize that we are not just lawyers and lobbyists. We are also responsible for bringing new ideas to our clients and identifying new opportunities. We take this responsibility seriously and are constantly looking for ways to help our clients better serve their stakeholders and constituents. In short, we understand that helping our clients thrive is critical to our own success.

Our lawyers and lobbyists bring a solid understanding of the issues and challenges you face. We know you want a reliable person at the other end of the phone. We are available 24/7, using the latest technology and have a track record of handling matters effectively and efficiently.

### Competitive Fee Structure

We can be your trusted adviser, never losing step with what's important for your success. We staff matters with small, close-knit teams who will keep your team informed every step of the way. This allows us to offer a value proposition that clients find very attractive – superior legal minds with a greater degree of personal service.

Barnes & Thornburg strongly believes that its value driven structure makes us a viable alternative to larger and more expensive firms. Our attorneys focus on providing the right advice and counsel quickly and efficiently. We are eager to discuss further how we can best meet your needs and exceed your expectations.

# Federal Government Relations and Lobbying

The federal government's size and complexity means most clients have regular dealings with federal administrative, congressional or enforcement agencies. Barnes & Thornburg's federal government relations attorneys and advisors regularly represent clients before these entities.

## Congress

Law firms have historically offered clients the capability to litigate federal public policies. More recently, sophisticated clients have learned that solving legal challenges is sometimes more economical, comprehensive, attainable and timely through federal legislative efforts.

We work alongside clients as they pursue solutions that perhaps only Congress can provide, such as federal funding for a state or local government project. Barnes & Thornburg personnel understand how to navigate a client request through the flood of communication with committees and staffs, political parties, interest groups, political action committees (PACs), trade associations, traditional and emerging media organizations, professional lobbyists and constituents.

Clients turn to Barnes & Thornburg for guidance when a legislative proposal is pending that might damage a project or an important industry. We work with our clients to understand the substantive challenges and develop responsive technical, political and parliamentary tactics.

Along with our clients, we advocate client positions with staff, members and leaders of Congress. We provide our work in conformance with flat-fee monthly budgets, and report progress to clients on an individually determined basis.

Our personnel have previously served as legislative assistants, legal counsel, appropriations clerks, political party legal counsel, and policy advisors to members and leaders of Congress from both political parties, and have successfully advocated the positions of governments, companies, associations, tribes, individuals and coalitions.

## Administrative Agencies and the White House

Administrative agencies interpret the Acts of Congress; issue proposed and final administrative rules; and implement resulting policies and regulatory systems through audits, position statements and enforcement actions. Agencies develop annual budget requests which are provided to the White House for evaluation and integration into the annual budget request of the President. Many agencies directly conduct research and technical assistance (advisory) for construction, transportation, housing, healthcare, education, law enforcement, military finance, labor regulatory, international, or environmental activities.

Barnes & Thornburg government relations professionals communicate with agency personnel who have jurisdiction or otherwise have an impact on decisions that can affect client interests. Examples include educating agency personnel on the impact of a proposed land transaction, construction project, research proposal, environmental regulation, technology innovation, funding decision or labor regulation. Some of our professionals concentrate specifically on the selling of goods and services to government agencies, including but not limited to the Department of Defense.

In those instances when an office within the White House has a role in determining the outcome of a client matter, we directly interact with relevant personnel with the Office of Management and Budget, Domestic Policy Council, Office of Science and Technology Policy and other offices that may influence administrative agencies' decision on funding or other matters. As a law firm, we are adept at assuring that all communications are allowable under applicable statutes and agency rules, and publicly reported when required.



## Representative Experience

- **American Rescue Plan Act**

Barnes & Thornburg is currently advising nearly 100 units of local government on all aspects of the American Rescue Plan Act (ARPA) funds, including permissible uses, potential projects, and Treasury updates. Through our review, guidance, and collaboration, we have successfully initiated HVAC/ventilation improvements at a county highway building, government center, and a county courthouse, a cleaning unit for a county jail to mitigate the spread of COVID-19, and a large grant fund for small businesses, addiction, and mental health services. We have also helped develop comprehensive ARPA plans to address projects to impact better health outcomes, grant funding for housing, and job assistance training.

- **Federal Integrated Planning Law**

Represented the National Association of Clean Water Agencies (NACWA) in developing and securing passage and enactment of a new law authorizing municipal integrated planning, the first major amendments to the Clean Water Act in more than 20 years.

- **Jo-Carroll Electric**

Jo-Carroll Energy (“JCE”) is a member-owned energy cooperative headquartered in Elizabeth, Illinois. In 2006, JCE predecessor Jo-Carroll Electric Cooperative (“JCEC”) sought to acquire the electricity and natural gas distribution utility assets of Interstate Power and Light Company, a subsidiary of Alliant Energy. At the time of the desired acquisition, Illinois law did not allow for natural gas cooperatives. Members of the Barnes & Thornburg team provided governmental relations services to change state law to create the statutory framework for natural gas cooperatives. They negotiated final statutory language with the Illinois General Assembly, Office of the Governor, Illinois Commerce Commission, and Illinois’ public utilities, among other interests. The bill was signed into law in May 2006, allowing natural gas cooperatives in Illinois. JCEC’s acquisition of the Illinois electric and natural utility assets successfully closed later that year.

- **Village of Glenview, Illinois**

For the Village of Glenview, Barnes & Thornburg has developed and helped to implement a successful administrative, legislative, and grassroots program (at both the state and federal levels of government) to provide alternative solutions to a federal rail proposal expanding services on the Amtrak Hiawatha rail line that would have forced the Village to accept holding tracks for the estimated increase freight rail traffic.

- **Ft. Peck/Dry Prairie Rural Water System**

Barnes & Thornburg has worked for the last 15 years with the Dry Prairie Rural Water Authority in northeast Montana, which has partnered with the Ft. Peck Tribes on a \$325+ million project that includes an intake and treatment facility on the Missouri River. In addition to securing Federal and State funds for that facility, we have secured additional Federal and State funds on an annual basis to construct and, where necessary, replace pipes and other water infrastructure to bring clean potable water to communities which, prior to this project, were forced to rely upon bottled or vehicle-transported water to both households and businesses. In successfully servicing this project, we have worked with the Montana Governor, State Legislature, and Congressional delegation, as well the U.S. Senate and House Committees on Appropriations, Energy and Natural Resources, and Transportation & Infrastructure Committees, in addition to several Executive Branch agencies, primarily the Bureau of Reclamation and the Army Corps of Engineers.

## Municipal Representation

Barnes & Thornburg is proud to have assisted the following municipalities, public utilities, and other associations in resolving a variety matters:

- Anderson, IN
- Aurora, IL
- Bloomington-Normal Water Reclamation District, IL
- Boise, ID
- Capital Region Water, Harrisburg, PA
- Columbia City, IN
- Corpus Christi, TX
- Danbury, CT
- Decatur, IL
- Deerfield, IL
- Deer Park, TX
- Denver Metro Wastewater Reclamation District, CO
- DuPage County, IL
- DuPage River/Salt Creek Workgroup, IL
- East Bay Municipal Utility District, Oakland, CA
- Evansville, IN
- Fox River Water Reclamation District, Elgin, IL
- Gary Sanitary District, IN
- Genesee County, MI
- Granite City, IL
- Great Neck Water Pollution Control District, NY
- Greater Peoria Sanitary District, IL
- Hamilton County Water and Wastewater Treatment Authority, TN
- Haverhill, MA
- Honolulu, HI
- Illinois Association of Wastewater Agencies
- Indiana CSO Coalition
- Indianapolis, IN
- Joliet, IL
- Kenilworth, IL
- Kokomo, IN
- Lafayette, IN
- La Porte, IN
- Lancaster, PA
- Lawrence, IN
- Lima, OH
- Logansport, IN
- Los Angeles, CA
- Lowell, MA
- Meriden, CT
- Metropolis, IL
- Metropolitan Council Environmental Services, St. Paul, MN
- Metropolitan Water Reclamation District of Greater Chicago, IL
- Michigan City, IN
- Mishawaka, IN
- Muncie, IN
- Municipal Integrated Planning Alliance
- Narragansett Bay Commission, Providence, RI
- National Association of Clean Water Agencies
- Naperville, IL
- New York City, NY
- Nezperce, ID
- North Shore Water Reclamation District, IL
- Orange County Sanitation District, CA
- Peoria, IL
- Rock River Water Reclamation District, IL
- San Diego, CA



- Sanitation District No. 1 of Northern Kentucky, KY
- Sanitation Districts of Los Angeles County, CA
- South Bend, IN
- Southington, CT
- Springfield, MA
- Superior, WI
- Terre Haute, IN
- Thorn Creek Basin Sanitary District, Chicago Heights, IN
- Torrington, CT
- Upper Blackstone Water Pollution Abatement District, Millbury, MA
- Upper Neuse River Basin Association, NC
- Urbana-Champaign Sanitary District, IL
- Wallingford, CT
- Western Coalition of Arid States
- Wheaton Sanitary District, IL
- More than 80 municipal airports nationally

## Scope

The scope of services proposed under this engagement would be as follows:

1. Assist the City in developing a comprehensive federal lobbying and federal grant procurement strategy designed to maximize the opportunity to secure federal funding for projects and programs identified by the City, including, but not limited to, the following types of projects:
  - a. Transportation;
  - b. Public safety;
  - c. Broadband;
  - d. Economic development;
  - e. Drainage;
  - f. Stormwater;
  - g. Housing and urban development; and
  - h. Environmental.
2. Identify federal programs, policies, and funding sources of interest to the City, including, but not limited to, COVID-19 related funding (e.g., CARES Act or ARPA), the Infrastructure Investment and Jobs Act, and census matters, and advise the City in developing a strategy to successfully achieve federal goals.
3. As required, draft advocacy white papers in furtherance of the City's interests.
4. Be available to, and if required, meet and discuss pertinent issues with members of Congress, their staff, or representatives of the federal executive branch (the "Administration"). This includes organizing and facilitating Capitol Hill and Washington DC visits for City leadership, as requested. The performance of such services may give rise to a requirement that the Firm or its attorneys register under federal lobbying laws.
5. Assist with the preparation of all filings to be in compliance with federal laws and regulations governing lobbying, including registration and reporting.

Since the outcome of any regulatory or administrative matter is subject to uncertainties and risks, the Firm has made no promises or guarantees to the City concerning the outcome of any project or opportunity with federal government entities, nor can we do so. Nothing in this proposal shall be construed as such a promise or guarantee.

The performance of services, as listed above, may give rise to a requirement that the Firm or a legal professional of the Firm register as a lobbyist. Whenever applicable, the Firm will advise the City of such lobbying laws and take reasonable care to assure proper compliance. As the City would expect from lawyers, the Firm has an obligation not to reveal confidential information relating to the representation of a client, including information protected by the attorney-client privilege, unless the client gives informed consent. These restrictions apply to lawyers who are providing lobbying and government relations advice to clients. The City acknowledges and provides such consent to disclose otherwise confidential information, to the extent necessary, to complete and comply with lobby registration, disclosure, and reporting requirements.

## Fees

Barnes & Thornburg is available to serve as Federal Relations Counsel, based on the above scope of service, for a fixed monthly fee of \$6,500 per month for the period covering January 1, 2022 through September 30, 2022. This is a pure fixed fee and includes all ancillary charges and expenses of the firm. The Firm invoices clients on a regular basis, normally each month, and the City will review and approve our invoices within 30 days of receipt and pay any undisputed portion within 30 days thereafter in accordance with the Illinois Local Government Prompt Payment Act. We agree that any finance charges must be in accordance with the Prompt Payment Act.

The City would be able to terminate the engagement at any time simply by notifying the Firm. Upon termination, the Firm will be entitled (i) to retain all sums previously paid; (ii) to payment of all outstanding unpaid invoices; and (iii) to payment for services through the date that the Firm received notice of termination upon receipt.

## Additional Services Requiring Separate Engagement

If requested by the City, and agreed to by the Firm, additional legal services will be billed on an hourly basis. Services that are outside of the scope of this proposal, that would require an additional hourly fee engagement letter, include, but are not limited to, the following:

1. Litigation and other formal legal proceedings, including mediation or arbitration;
2. Administrative or regulatory proceedings;
3. Administrative or regulatory permitting or permit requests;
4. Public finance or bond counsel services; and
5. Tax advice.

# Attorney Biographies



## Matthew E. Morgan

### Partner

11 S. Meridian Street  
Indianapolis, IN 46204-3535

P 317-231-7258  
F 317-231-7433  
mmorgan@btlaw.com

### EDUCATION

Indiana University Robert H. McKinney School of Law, J.D., 2008

Indiana University Kelley School of Business, M.B.A., 2008

Purdue University, B.A., 2004

### BAR ADMISSIONS

District of Columbia  
Indiana

### PRACTICES

Corporate  
Compliance and Monitorships

### INDUSTRIES

Associations and Foundations  
Charter Schools and School Innovation  
Bidding and Procurement  
Federal Government Relations and Lobbying  
Federal Contracting, Procurement and National Security  
Government Services  
Government and Public Finance  
Nonprofit  
Political Law  
Public-Private Partnerships  
Public Policy and Lobbying

**Matt Morgan is an earnest problem-solver who is no stranger to high-profile and high-stakes representations. Calm under pressure as a leader of the firm's political law practice, Matt is relied on by clients to help them develop and implement their governmental and political law strategies.**

Matt represents both public and private clients before federal and state regulatory bodies and administrative agencies. His experience includes public contracting and bidding, government ethics laws, and financing transactions. Matt has previously represented numerous municipalities in developing federal relations strategies.

Matt has wide-ranging political law experience, including extensive experience with presidential campaigns. He has served as general counsel to a presidential campaign and as counsel to the selection and nomination of a vice presidential candidate. Additionally, Matt has counseled numerous governors and members of Congress on a comprehensive portfolio of campaign finance matters, ethics requirements, financial disclosures, ballot access filings, and vetting processes.

He regularly advises newly elected officials and their transition organizations, bringing into play his experience ranging from local mayoral committees to serving on the board of directors of a presidential transition.

Prior to rejoining Barnes & Thornburg, Matt served in the White House as the chief counsel and deputy chief of staff to the Vice President of the United States. In his role as a senior official, he provided legal advice on constitutional questions, congressional and other investigations, and national security affairs. He also served as a designated ethics official and administered the office's compliance programs.

### Professional and Community Involvement

Council member, Administrative Conference of the United States

Member, Federalist Society

Member and former board member, Republican National Lawyers Association

Sagamore of the Wabash from Indiana Gov. Michael R. Pence, 2016

Stanley K. Lacy Executive Leadership Series, 2016



**Edward Ayoob is a partner and the co-chair of the Federal Relations Group in Barnes & Thornburg's Washington, D.C., office. His work on behalf of clients includes areas such as taxation, appropriations, Native American, small business, foreign affairs, and various regulatory concerns, among numerous other issues.**

Edward is the former legislative counsel, tax counsel, appropriations manager, and foreign affairs advisor to U.S. Senate Majority Leader Harry Reid (D ' NV). He was also the senator's chief aide on judicial nominations and other issues related to the senator's leadership role.

Edward also served as Majority Leader Reid's assistant finance director on the senator's successful 1998 reelection campaign.

He has worked in the government and represented clients' interests before the government for 25 years.

Edward received his J.D. in 1996 from Duquesne University School of Law, where he was elected vice-president of the Student Bar Association. He also was a member of Duquesne's Trial Moot Court and Appellate Moot Court Honor Societies. He clerked for Allegheny County (PA) Court of Common Pleas President Judge Robert E. Dauer.

Edward graduated in 1991 from the University of Pittsburgh with a B.A. in international relations and political science. In 1990, he attended La Sorbonne and the American University of Paris.

Edward is a member of the board of governors of the Arab American Institute and a member of the board of trustees of the International Maronite (Lebanese Catholics) Foundation. He is also a former president (1999-2004) and member of the board of directors of the Nevada State Society.

**Edward is not regularly admitted to practice law in the local courts of the District of Columbia and pursuant to Rule 49 limits his practice in the District of Columbia to lobbying federal agencies and the United States Congress.**

## Edward Ayoob

### Partner

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Suite 500  
Washington, D.C. 20006-4623

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F 202-289-1330  
edward.ayoob@btlaw.com

### EDUCATION

Duquesne University, J.D., 1996  
University of Pittsburgh, B.A., 1991

### BAR ADMISSIONS

Pennsylvania, 1996

### PRACTICES

Climate Change  
Native American Law and Policy  
Monitorships

### INDUSTRIES

Government Services  
Public Policy and Lobbying  
Federal Government Relations and Lobbying  
Federal Contracting, Procurement and National Security  
Government and Public Finance





**As managing partner of Barnes & Thornburg, Bob Grand leads the firm's strategic development and execution of firmwide internal and external goals. He is responsible for driving production, productivity, quality and client service strategies, evaluating and supporting systems objectives and resource needs, and serving as a catalyst for change and innovation.**

Bob has four continuous decades of government relations practice, where he represents public and private clients before state and federal agencies and Congress. Bob is a leader of character who cares deeply about what is important to his colleagues at all levels and the clients they represent. An active listener and conscientious problem-solver, Bob leads by example and is appreciated for his ability to identify bigger picture opportunities that maximize individual and firmwide potential.

Bob works with the firm's Management Committee and professional staff to identify new opportunities and design policies, procedures, training programs and best practices that support complete client loyalty and satisfaction. He assists with recruiting and other human resource strategies that parallel the firm's brand and market strategy and monetization imperatives, and is responsible for financial oversight, counseling and communication programs, planning, and monitoring and analyzing contributions, results and compensation.

In the community, Bob served as administrative assistant to Indiana Lt. Gov. Bob Orr (1979-1981) and also served in that role for Orr when he became governor of Indiana (1981-1982). He was treasurer of Friends of Dick Lugar (1987-2007), served as the Bush-Cheney finance chairman for Indiana, and was a member of the 2000 Bush-Cheney recount team in Palm Beach County, Florida. Notably, Bob also worked as a senior member of the campaign finance group for the Trump-Pence campaign and as a member of President Trump's Presidential Inauguration Committee.

## Professional and Community Involvement

Former member, National Association of Bond Lawyers

Former chairman, Indiana State Bar Association Governmental Practice Section

Board member, William E. English Foundation

## Robert T. Grand

### Partner

11 S. Meridian Street  
Indianapolis, IN 46204-3535

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bob.grand@btlaw.com

## EDUCATION

Indiana University Robert H.  
McKinney School of Law, J.D.,  
1982

Wabash College, B.A., 1978

## BAR ADMISSIONS

Indiana, 1982

## PRACTICES

Economic Development  
Corporate  
Litigation

## INDUSTRIES

Government Services  
Public-Private Partnerships  
Bidding and Procurement  
Economic Development  
Energy and Utilities  
Public Policy and Lobbying  
Federal Government Relations  
and Lobbying  
Government and Public Finance

Board of Trustees, Wabash College  
Board of Visitors, Robert H. McKinney School of Law Board  
Elder, Second Presbyterian Church  
Former board member, National Association of Wabash Men  
Former board member, Little Red Door/Marion County Cancer Society  
Former board member, Indianapolis Urban League  
Former board member, Federal Home Loan Bank of Indianapolis  
Former board member and chair, Outreach, Inc.  
Former board member, Indiana Dollars for Scholars  
Former board member and chair, Indianapolis Foundation  
Former president, Capital Improvement Board of Marion County  
Past chairman, Beta Theta Pi Foundation  
Former vice president, Beta Theta Pi

## Honors

The Best Lawyers in America, 2005-2022  
IU Robert McKinney School Alumni Association, Distinguished Alumni Award  
Beta Theta Pi, Frances W. Shepardson Award  
Sagamore of Wabash from Governor Robert D. Orr, 1981  
Sagamore of Wabash from Governor Michael R. Pence, 2015  
Wabash College, The Clarence A. Jackson Distinguish Career Achievement Award  
Indiana University Robert H. McKinney School of Law Spirit of Philanthropy Award, 2021



**Fredric P. Andes is a partner in the Chicago and Washington, D.C., offices of Barnes & Thornburg and the leader of the firm's water team. Fred is involved in counseling and litigation on issues arising under various federal and state environmental laws, with a special emphasis on Clean Water Act matters.**

Fred is involved in clean water issues on the national and state levels. He was selected by the EPA to serve on the Federal Advisory Committee on the Total Maximum Daily Load (TMDL) Program. He is serving as coordinator for the Federal Water Quality Coalition, which is a group of municipal and other regulated parties that is participating in EPA's rulemaking on TMDLs and other key Clean Water Act programs.

Fred is also advising trade associations, industries, and municipalities on TMDLs, permits, and other water quality matters on the state and federal levels, including development of water quality standards, listings, TMDLs, and permit conditions.

Fred has been recognized by *Illinois Super Lawyers Magazine* since 2014. He also regularly appears on the *Best Lawyers in America* and *Chambers USA* lists for his work in environmental law.

Before coming to Barnes & Thornburg, Fred was a partner with the Chicago law firm of Sonnenschein Nath & Rosenthal. Prior to working in Chicago, he spent nine years practicing environmental law in Washington, D.C.

Fred graduated *cum laude* from Harvard Law School in 1980. He obtained his undergraduate degree from Northwestern University in 1977. Fred is a member of the Illinois State, District of Columbia, and American Bar Associations. He is admitted to practice in the state of Illinois, the District of Columbia, the U.S. District Courts for the Northern District of Illinois and the District of Columbia, and the U.S. Courts of Appeals for the First, Second, Fourth, Fifth, Sixth, Seventh, Ninth, Tenth, Eleventh, and D.C. Circuits.

## Experience

- Fred Andes and Paul Drucker of the firm's Environmental Law Department represented the Upper Blackstone Water Pollution Abatement District (UBWPAD) in Worcester, Massachusetts in a significant victory against the

## Fredric P. Andes

### Partner

One N. Wacker Drive Suite 4400  
Chicago, IL 60606-2833

P 312-214-8310  
F 312-759-5646  
fredric.andes@btlaw.com

## EDUCATION

Harvard Law School, J.D., cum laude, 1980

Northwestern University, B.A., 1977

## BAR ADMISSIONS

District of Columbia, 1986

Illinois, 1980

## COURT ADMISSIONS

U.S. Court of Appeals for the District of Columbia Circuit

U.S. Court of Appeals for the Eleventh Circuit

U.S. Court of Appeals for the Fifth Circuit

U.S. Court of Appeals for the First Circuit

U.S. Court of Appeals for the Fourth Circuit

U.S. Court of Appeals for the Ninth Circuit

U.S. Court of Appeals for the Second Circuit

U.S. Court of Appeals for the Seventh Circuit

U.S. Court of Appeals for the Sixth Circuit

U.S. Court of Appeals for the Tenth Circuit

U.S. Environmental Protection Agency (EPA) before the First Circuit Court of Appeals.

The matter centered on a new water discharge permit that EPA issued in 2008 for the District's sewage treatment plant. In 2001, the District had agreed to make \$180 million worth of upgrades to its facility to meet new discharge limits. In 2008, as the upgrades were being completed, but before they went online, EPA issued a new permit that imposed even more stringent limits, adding \$200 million more to the cost of compliance. Firm attorneys contended that these new limits were not authorized under the Clean Water Act, were not based on sound science and would ultimately do little to improve water quality.

After the permit was issued, the District completed development of a new water quality model, which confirmed the District's position that the new permit limits would not be effective in improving water quality. After appealing the final permit, the District moved for a stay of the permit by the First Circuit pending decision, which was granted.

On Jan. 12, 2012, the parties were scheduled to conduct oral argument, before a panel that included retired Supreme Court Justice David Souter. However, before the oral argument could begin, the Court of Appeals announced that given the existence of the new water quality model, they believed that the proper course of action is for EPA to review the new information and consider whether to revise the 2008 permit limits in light of the new information. (This is exactly what the District was seeking.) Therefore, the Court decided that it did not need to hear the arguments about the current permit. Instead (and despite objections from EPA), the Court sent the case to its Civil Appeals Management Program, to conduct a mediation process among the District, EPA and the environmental groups that were also appealing the permit. The District will shortly be submitting a formal request to EPA to consider the new information in deciding how to revise the 2008 permit, and it is expected that these issues will be dealt with through the Court's mediation process.

- Represented intervenor-appellee Effluent Guidelines Industry Coalition; court affirmed lower court's grant of summary judgment in favor of appellee in citizens suit challenging E.P.A. review procedures.

U.S. District Court for the District of Columbia

U.S. District Court for the Northern District of Illinois

## **PRACTICES**

Waste Management

Environmental

Water

Climate Change

Wetlands and Flood Plains Development

Environmental Litigation

PFAS and Emerging Contaminants



**Lauren Box concentrates her practice in the areas of energy and utility law, general municipal law and government relations. Regardless of the matter at hand, Lauren remains dedicated to providing the strategic advice her clients need to succeed.**

Lauren represents investor-owned and municipal utilities before the Indiana Utility Regulatory Commission (IURC), as well as public and private-sector clients in dealings with state government agencies.

Lauren's experience includes general rate cases, periodic rate adjustment (tracker) proceedings, certificate of public convenience and necessity cases, preapprovals, financings, acquisitions, disputes, investigations, rulemakings and service area-related cases.

In addition, Lauren represents a variety of public and private sector clients before the Indiana General Assembly and in dealings with state government agencies.

Prior to joining Barnes & Thornburg full time, Lauren worked as a law clerk and summer associate in the firm's Indianapolis office. Additionally, she served as a program manager intern with the Indiana Department of Government Efficiency and Financial Planning, and as an intern in the office of former Indiana Governor Mitch Daniels.

## Professional and Community Involvement

The Indiana Lawyer, Leadership in Law Up and Coming Lawyer, 2019

Richard G. Lugar Excellence in Public Service Series, Class of 2016-2017

## Honors

The Best Lawyers in America, Ones to Watch, 2021

## Lauren M. Box

### Associate

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## EDUCATION

Indiana University Robert H. McKinney School of Law, J.D., Phi Delta Phi, a note development editor for the Indiana Law Review, 2015

Boston University, B.S. and B.A., magna cum laude, business administration and international relations, 2012, scholarship athlete on the Boston University women's rowing team

## BAR ADMISSIONS

Indiana

## INDUSTRIES

Government Services

Energy and Utilities

Political Law

Government and Public Finance

# Appendix



## **BARNES & THORNBURG LLP**

### **TERMS OF ENGAGEMENT FOR LEGAL SERVICES**

The following terms are an integral part of our agreement with you and, unless modified expressly in writing by mutual agreement, govern all of our engagements for you. We ask that you review these terms carefully and write us promptly if you have any questions. We suggest that you retain this document in your file together with our engagement letter(s).

#### **Our Client**

The person or entity that we represent is the person or entity identified as our client in our engagement letter and does not include any affiliates or relatives of such person or entity. This means that, unless we specifically agree otherwise, we do not have any lawyer-client relationship with:

- Your subsidiaries, parent company or other business entities in a commonly controlled group, without regard to any internal arrangements for the management of affairs between our client and any such affiliate, or any operational commonality among such entities such as consolidated administrative services, common in-house legal functions, or any overlapping officers, directorships or ownership;
- Your owners, shareholders, members, managers, partners, directors, officers, employees, representatives or agents;
- The beneficiaries of a trust administered by a trustee who is our client;
- Your spouse, partner, children or other family members.

Therefore, our representation of you will neither limit nor impair our ability to represent another client with interests adverse to any such affiliated entity, affiliated person or family member without obtaining your consent.

#### **The Scope of Our Work**

Our practice with new clients is to describe the scope of our initial engagement in the letter we send accepting employment. With existing and recurrent clients, we may or may not provide a description of new matters depending on the circumstances. In any engagement we limit our services to those you ask us to perform and those we deem reasonably necessary to accomplish the requested services. If you ask us to limit our work to only one or certain aspects of a transaction, matter or case, we will address only what you request, even if full legal representation on such matter would normally be more involved or extensive.

In some legal matters, clients may have insurance coverage that includes potential liability and legal costs and fees. Except to the extent you expressly request in writing that we advise or assist you concerning insurance coverage relating to your legal matters, you agree to take full responsibility yourself for determining whether coverage exists and to notify your carrier(s). Similarly, we will not analyze potential adverse tax impacts or provide tax advice in any matter unless you specifically ask us to do so in writing. Nor shall we have any obligation to inform or advise you regarding your data security or privacy practices unless you so request in writing.

The outcome of legal matters and proceedings cannot be predicted with certainty. If we offer an assessment of the likely outcome of a matter, that is merely our opinion based on our understanding of the facts and the law at the time. We cannot guarantee results.

#### **Who Will Provide the Services**

Each client matter handled by our Firm is assigned to a principal lawyer contact. The principal lawyer should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal lawyer at any time. Under the supervision of the principal lawyer, your work or parts of it may be performed by other lawyers and legal assistants in the Firm.

To help us serve our clients, we employ law clerks (often law students), paralegals, lobbyists, investigators, patent agents, foreign lawyers, research librarians, environmental analysts, translators, draftsmen, ediscovery/litigation support personnel and other technical (non-legal) specialists. Such personnel possess training, experience and skills that enable them to assist our lawyers in discharging their responsibilities, but they are not lawyers. Accordingly, you should not construe or rely upon any communications you receive from such personnel as legal advice.

#### **How Fees Will Be Set**

The basis on which our fees will be determined is described in the pertinent engagement letter. Usually the time and effort required are the primary factors on which our fees are based. We will record the time we devote to your work (typically in increments of 1/10th of an hour). This time may include conferences (both in person and over the telephone), negotiations, court appearances, factual and legal research and analysis, document preparation and revision, required travel and other related matters. Peer collaboration and

review is an important element of providing quality services, and so our time records will often include discussions between lawyers within our Firm concerning the matters in which we have been engaged. The hourly rates we charge for our lawyers and service providers are based on their relative experience, skills, reputation, the type of engagement, market factors and similar considerations. We review our hourly rates at least annually and may adjust them periodically. Our statements will reflect the applicable rates in effect at the date of the statement even if they exceed the applicable hourly rates in effect on the date the services were performed.

We are sometimes requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter on which our fees are hourly or otherwise variable. But fees and costs are often unpredictable. Accordingly, except in those engagements in which we specifically agree in writing to a flat or maximum fee, we make no commitment concerning the maximum fees and costs that will be necessary to resolve or complete the matter, even when we have provided an estimate. The ultimate cost is invariably more or less than the amount estimated. In addition, your obligation to pay the Firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

In instances in which we offer and you accept a flat fee, that flat fee covers only the services within the scope of work specified in the flat fee proposal. Any additional work will be billed at our standard hourly rates unless otherwise agreed in writing.

### Other Charges

In addition to our fees we will likely bill you for various charges that we itemize separately. These may include charges or fees for:

- messengers and couriers
- photocopying, desktop publishing or printing
- data storage
- ediscovery data hosting services
- litigation support technology services
- computerized research
- certain clerical services
- filing fees (including electronic filings)
- court reporters
- witnesses
- outside experts and consultants, including for example accountants, appraisers and other legal counsel

- travel
- phone and Web conferencing

Certain of these other charges may represent more than our out-of-pocket cost to contribute toward covering indirect expenses we incur. We incur outside charges on your behalf as your agent. You agree to pay these charges when due. We may require that you pay significant expenses directly or in advance. In some instances when we make advance payment on your behalf as a convenience, we may be entitled to incentives, rebates or rewards from our banks or credit card companies for using their services. Such arrangements lower our overhead and administrative expense and are not passed along to clients.

In some engagements, it is necessary to engage legal counsel in a foreign country. When we engage counsel in a foreign country on your behalf, we are not guarantors or indemnitors for such foreign counsel's work, nor are we in a position to review the adequacy of their legal work or translation of documents. We engage foreign counsel to assist you specifically because we are not licensed or familiar with the applicable legal system and therefore are not in a position to provide those legal services or judge their adequacy.

### Terms of Payment

We will bill you on a regular basis, typically monthly, for both fees and other charges. Our fees and charges are due when you receive our statement. Also, if you do not pay us within 30 days of our statement or as otherwise agreed, you agree that we may discontinue providing services immediately and withdraw from representing you after providing reasonable notice of our intention to do so. You also agree that until we are paid in full on all of your legal matters, and except to the extent otherwise prohibited or limited by law, we shall have a lien on all papers and files in our possession related to any of the matters in which we have represented you, and any property recovered or obtained as a result of our work on your behalf. To the extent not prohibited by applicable law or court rule and effective with new clients on or after January 1, 2019, you agree to pay us finance charges at the rate of six percent (6%) per annum on all fees and charges that you fail to pay within 30 days of our invoice(s) (or, if applicable, a later past due date agreed by us in writing). You agree to pay the costs of collecting your debt to us, including court costs, filing fees and reasonable attorneys' fees.

### Advance Deposits and Amounts Received in Trust

New clients of our Firm will ordinarily be asked to make an advance deposit with the Firm. The Firm may also in its sole discretion at any time during our

representation require existing clients to make an advance deposit based, for example, on past payment history, creditworthiness, increases in the scope or intensity of our work, or other factors that may cause the Firm to conclude it is appropriate to do so.

If we require an advance deposit from you, we will charge or draw against the advance deposit for fees and other charges as our legal services are provided. We will issue regular statements to you describing the fees and other charges which have been deducted from the advance deposit and the amount which must be paid to replenish the advance deposit to the agreed level. If the advance deposit is insufficient to cover fees and other charges anticipated in the current and following month, or if the scope or intensity of our work is anticipated to increase, we may require that the balance be increased. At the conclusion of our legal representation, once we are fully paid, or at such time as the advance deposit is no longer necessary or is appropriately reduced, the remaining balance, if any, will be returned to you.

Any advance deposit we receive from you will be held in our trust account until it is charged for fees and other charges or your account or is returned to you. No interest is paid on amounts held by us in our trust account. In particular, court rules in jurisdictions in which we practice require that interest earned on pooled client trust accounts is payable to a charitable foundation established in accordance with the court's rule. While your advance deposit is held by us in our trust account, it remains your property. You authorize us to apply the deposit to any fees and charges that you owe us.

Other deposits that we receive to cover specific items, and any funds that we recover or receive on your behalf, will also be held by us in our general trust account (without interest) and disbursed as provided in our agreement with you, and you will be notified from time to time of the amounts applied or withdrawn. You grant us a security interest in any funds we receive and hold in trust for you (including any advance deposits) to secure payment of any outstanding fees or other charges you owe us. Any amount remaining after disbursement or application to your account will be returned to you.

### Identifying Conflicts of Interest

We maintain an electronic database relating to our client engagements which we use in evaluating and avoiding conflicts of interest. The Rules of Professional Conduct governing lawyers generally prohibit a lawyer or law firm from representing one client in a matter directly adverse to another client unless the affected clients provide informed consent

confirmed in writing. To allow us to identify and address potential conflict issues, you represent to us that you have identified for us all persons and entities that are or may become involved in the matter in which we are being engaged, including all persons and entities affiliated with you who you believe have interests that could be affected by our engagement. You also agree that you will promptly notify us if you become aware of any other persons or entities that are or may become involved in the matter.

### Waiver of Certain Potential Conflicts of Interest

As you are aware, we are a large law firm with multiple practices in multiple offices throughout the country, and we represent many different clients in many different industries, including clients who are competitors of each other and sometimes adversaries in legal matters. In taking on this representation, we commit that we will not represent any other client in any matter adverse to you that is substantially related to a matter in which we represent you. In this context, "substantially related" is a term that has come to have a settled meaning in the case law and in Bar ethics opinions. What this commitment means is that we will not take on any matter adverse to you on behalf of another client in circumstances in which any of your confidential data or information, as normally would have been obtained by us in our representation of you, would be material to any new matter adverse to you that we might accept from another client.

In return for our agreement to represent you in this matter and future matters (if any), you consent and agree that we may be adverse to you on behalf of other clients in matters that are not substantially related to the matter we are now undertaking on your behalf or to any additional matter we may undertake on your behalf in the future. Such unrelated matters may include, but are not limited to:

- a. Agreements, business contracts, licenses, mergers and acquisitions, joint ventures, loans and financings, and securities offerings, including contract negotiations with you in which we represent another party, and preparation for other clients of contracts or other legal documents to which you will be a party or that may affect your rights or obligations;
- b. Advice regarding the existence, scope or validity of your rights in real, personal or intellectual property and/or concerning the interpretation and application of provisions of contracts or other legal documents to which you may be party or that may affect your legal rights or obligations;
- c. Advice and representation of our other clients regarding the existence or potential existence of

legal claims that our other clients may have against you or that you may have against them, in disputes with you of any nature, or in claims our other clients may assert against you or you against them including litigation in a court, agency or other tribunal, and in arbitration or mediation.

- d. Bankruptcies, reorganizations, receiverships or insolvencies (including proceedings under the US Bankruptcy Code or state insolvency proceedings); non-judicial debt restructurings, including representation of creditors, liquidators or other insolvency professionals in domestic or international matters in which you are a creditor, debtor or other party in interest;
- e. Patents, copyrights, trademarks, trade secrets or other intellectual property matters; including advice to other clients regarding the existence, scope or validity of your rights in intellectual property and assistance in securing or protecting other clients' intellectual property in ways that may limit or constrain your rights;
- f. Real estate, zoning and environmental matters in which your interests in real property may be involved or adversely affected, or in which you may face liability for environmental contamination;
- g. Representation and advocacy with respect to legislative issues, policy issues, or regulatory issues, including rulemakings, administrative proceedings and enforcement proceedings; and,
- h. Third-party discovery requests (including subpoenas) to be served on you, and discovery requests (including subpoenas) that have been served by you on others.

If at a later time you withdraw or modify this advance waiver in any respect, you agree and consent to our withdrawal from our representation of you pursuant to these General Terms of Representation and the applicable Rules of Professional Conduct.

In addition, if there are parties adverse to you in the matter we are undertaking on your behalf, it is possible that those adverse parties will have need for counsel in matters which do not have a substantial relationship to the matter in which we represent you. Even though we would, as a result, be receiving some fee income from your adversary, you consent to our representing such parties in matters that are not substantially related to any of our work for you. For our part, we commit to continued zealous representation of your interests in the matters in which we do represent you notwithstanding any fee income we may receive from your adversary. Of course, the

foregoing consent does not affect our obligation to protect confidential information you share with us in connection with our representation of you and not to use such information to your detriment.

### Electronic Communications and Cloud Storage

You agree that both you and our Firm may use electronic devices and Internet services to communicate with each other and share documents notwithstanding some risk that such communications and documents may be intercepted or accessed by and disclosed to unauthorized parties. You agree that the benefits of using such technology outweigh the risks of unauthorized or inadvertent disclosure. Our use of such technology may include unencrypted email, mobile phones, voice over Internet, electronic data/document websites, video conferencing and other technology in which your documents and information are stored in the cloud and accessed via the Internet. We caution you that, to maintain the confidentiality and privilege of such information and communications, you should not use a computer, other electronic device, network or Internet address that is owned, controlled or on which your communications may be accessed by anyone other than you. This warning includes electronic venues provided by a hotel, a library, an Internet café, or even a shared home computer or employer-provided technology if you are engaging us as an individual rather than on behalf of your employer. Any device you use to communicate with us should be password protected and not accessible by any third party.

### Privacy Notice

During the course of this engagement, the firm may collect and acquire possession of certain personal information relating to the matters in which we are representing you. You should only provide the minimum amount of personal information necessary for us to perform our legal services. Our collection and processing of personal information is governed by the firm's Privacy Notice, which you may view at [btlaw.com/privacy-policy](http://btlaw.com/privacy-policy), as well as applicable privacy laws, regulations, and codes of professional conduct.

As you may know, we need your consent under the Canadian Anti-Spam Law, the General Data Protection Regulation and similar laws to the extent applicable, before we can send you certain electronic communications. These electronic communications include, among others, announcements, briefings on legal developments, and invitations to seminars and other events. In connection with your engaging us to render legal services, you consent to our sending you these electronic communications. You may withdraw your consent (or update your profile information) at any time by notifying us at [privacy@btlaw.com](mailto:privacy@btlaw.com). If you



withdraw your consent, we will stop sending you all electronic communications for which your consent is required.

### **Lawyers Holding Public Offices**

Our lawyers may from time to time serve in elected or appointed positions with various governmental bodies. Such lawyers must discharge those duties without regard to their employment or association with the Firm, and more importantly, it would be a prohibited conflict of interest for them to give any special consideration, benefit, or access to you or any other client of the Firm. Accordingly, you confirm that your engagement of our Firm is not in consideration for or in contemplation of any expected benefit to be derived from the activities of any elected or appointed official.

### **Certain Client Responsibilities**

You agree to cooperate fully with us, to provide promptly and candidly all information (including documents and electronic data) known or available to you that is relevant to our representation. If your engagement involves actual or potential claims or litigation, you have an obligation to preserve potentially relevant information, including electronic data. It is important for you to ensure automatic deletions or record retention policies are suspended as necessary to ensure this information is preserved. If you have questions, you should discuss these issues with us at the outset of our engagement involving any claim or litigation or as soon as a dispute or litigation related to any matter on which you have engaged us becomes reasonably foreseeable. You also agree to respond promptly to our requests for direction and other communications and to attend meetings and court proceedings at our request.

### **Use of Publicly Available Information**

We will protect nonpublic, confidential information related to your representation in accordance with our professional obligations. To best serve all of our clients, however, it is helpful for us to be able to describe our experiences in the practice of law to assist others in choosing counsel and for other business reasons. Accordingly, we understand that you authorize us, unless you specifically instruct us to the contrary, to truthfully disclose or describe to others information related to our representation of you that is otherwise publicly available (e.g., in public filings, government publications, press releases, on the Internet and the like).

### **Termination and Withdrawal**

You may terminate our representation of you at any time without cause simply by notifying us. Your termination of our services will not affect your

responsibility for payment of fees and other charges incurred before termination and in connection with an orderly transition of the matter.

We are subject to the Rules of Professional Conduct that require or allow us to withdraw from representing a client in various circumstances. These may include any circumstances in which withdrawal can be accomplished without material adverse effect on the interests of the client. Among other circumstances that may give rise to withdrawal, subject to the Rules of Professional Conduct, we may withdraw from representing you if you do not fulfill your client responsibilities to us, including failure to pay our fees and charges, or if we determine that our relationship has become impaired, such as by your failure to follow our advice relating to a representation.

Unless previously terminated, our representation of you in any matter terminates upon our completion of the services you retained us to perform. Generally, this will be indicated by your receipt of our final statement for services rendered on that matter. In general, our representation shall be deemed completed if there is no billable work for a period of six months and there are no ongoing appeals proceedings or intellectual property maintenance obligations.

Except where applicable laws require otherwise, you agree that the following provisions will govern the way we handle materials and records related to our representation of you. We typically store the materials we retain in electronic form. We do not keep our copies of such materials and records indefinitely. We will discard or delete the materials we retain related to your representation when we believe it is reasonable to do so, without further notice to you. Accordingly, you are strongly encouraged to keep your own files related to our representation, especially important legal documents. So that you can do so, we will provide you with copies of materials we have retained whenever you request them during our representation. Even after your matter is completed, on request we will provide you with copies in electronic form of any materials we still have to which you are entitled. You agree to pay our charges for retrieving and copying materials for you, and any other fees and charges that remain outstanding in connection with our representation of you. We may require such payment before delivering such materials. You authorize us to follow these procedures without providing you further notices or seeking further instructions in the future.

Our representation of you in any matter is limited to that specific matter, and will not give rise to any ongoing attorney-client relationship. After our representation of you in any matter has ended, we may from time to time represent you in such subsequent matters as you may request. However,

we are under no obligation to represent you in any subsequent matters, and nothing herein should be construed to give rise to any attorney-client relationship after our representation has concluded or terminated. If we do undertake to represent you in any subsequent matter, the scope and duration of our representation will be limited to that specific subsequent matter and, unless we expressly establish new terms of engagement with you at that time, the terms of engagement stated in this document and our engagement letter will apply.

Lawyers sometimes become personally entangled in court proceedings in connection with their clients' matters. If our Firm or any of our lawyers or staff are named as a party, or are required to produce evidence or appear, in a legal proceeding or deposition as a result of our services performed for you (other than as a result of our misconduct or negligence), you agree, even after our representation has terminated, to pay us for our lawyers' and non-lawyers' time and other charges and expenses incurred in connection with our defense or participation in such proceeding, on the same basis that applies to our standard hourly fees and charges in effect at the time.

After our representation of you in any matter has ended, changes may occur in applicable laws or regulations that could have an impact upon your rights and liabilities. Unless you subsequently engage us to provide such advice on the same matter, our Firm has no continuing obligation to advise you with respect to future legal developments.