

BOBBIE GRACE BAYLESS \*  
BOARD CERTIFIED CIVIL TRIAL LAW  
TEXAS BOARD OF LEGAL SPECIALIZATION  
NATIONAL BOARD OF TRIAL ADVOCACY  
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**BAYLESS & STOKES**  
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\* DALIA BROWNING STOKES  
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TEXAS BOARD OF LEGAL SPECIALIZATION  
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\*LICENSED IN TEXAS

February 9, 2012

Mr. Carl Brunsting  
5629 Flack Dr.  
Houston, Texas 77081

Re: *Engagement for Legal Services*

Dear Carl:

Thank you for asking our firm to act as counsel to represent you in regard to issues relating to your parents' trust and your mother's estate. At this point, we are not being retained to represent anyone else or any other entity in the matter described.

As part of our routine in opening new files, we provide a fee letter to all clients. The purpose of such a letter is to generally set forth our understanding of the legal services to be performed and the basis on which we will be paid for those services.

Based on our mutual understanding set forth herein, Bayless & Stokes agrees to undertake this representation of those interests in consideration for the payment of attorney's and paralegal fees as regularly charged and billed to you by this office. A schedule of the hourly rates of the attorneys and paralegals in this firm is attached to this letter.

These rates are changed periodically based upon factors such as inflation and the increased experience and expertise of the individual performing the services. If these rates are changed during the course of our representation, we will advise you. I do not anticipate any changes in this rate schedule for the next six months.

We are mindful of the cost of legal services and always attempt to keep the cost of our services as low as possible. In addition, you have agreed to pay or reimburse payment for expenses incurred by this office in performance of our work, such as travel expenses, parking expenses, delivery and postage expenses, long distance telephone charges, deposition costs, filing and service fees, printing and reproduction costs, secretarial overtime required for expedited matters, fees for experts, investigators' fees, and other necessary expenditures.

Our customary procedure is to bill promptly near the end of each month for services rendered and disbursements incurred during the previous month. Attorney travel time is billed at normal rates. However, if work for other clients is performed during travel time, you will be credited to prevent double billing. It is not necessarily the policy of our firm to itemize our monthly statements other than to specify the services performed and the disbursements made, but we will be happy to discuss any and all questions you may have concerning your bills and to answer any questions relating to those bills.

Our firm requires an advance retainer of \$30,000.00. The firm will draw against the deposited retainer for the payment of the legal fees and expenses billed. The bill for services rendered in excess of any retainer and for any additional retainer required shall be due and payable upon receipt.

It is difficult to predict exactly how much time will be required to complete our legal work for you. We will devote, however, the time deemed to be necessary to carry out the representation in an efficient and expeditious manner. We will not obligate our clients for any large out-of-pocket expense without the client's prior approval.

The legal fees charged will reflect substantially the time devoted to properly discharging the representation undertaken. A failure to pay the invoices when rendered may result in a cessation of work in progress until the invoice is paid. Any time required and any expenses incurred in the collection of outstanding invoices issued by this office under this agreement shall also be billed to you at our regular rates.

Under this fee agreement, the fees charged will be solely for the work of this firm. This firm will not be responsible for the payment of the legal fees of other attorneys and of other professionals engaged by you.

Over the years, I have learned that one of the priorities in successfully undertaking assignments is to establish personal relationships between the client and this firm. In the interest of expediting matters and in keeping fees to a minimum, however, matters may be delegated to a legal assistant when possible.


I believe this letter correctly sets forth our understanding. If it does, please have the copy executed and dated where indicated and return it to me, along with the requested retainer of \$30,000.00. If it does not, please let me know immediately so that we can correct any misunderstandings.

We appreciate your contacting us, and we are looking forward to being of service to you. If you have any questions, please do not hesitate to call.

February 9, 2012  
Page 3

Cordially,

BAYLESS & STOKES

By   
Bobbie G. Bayless

AGREED AND ACCEPTED:

  
CARL BRUNSTING

February 10, 2012  
Date

### **NOTICE TO CLIENTS**

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys.

Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint.

For more information, please call 1-800-932-1900. This is a toll-free phone call.

SCHEDULE OF HOURLY RATES

Bobbie G. Bayless	\$350.00
Dalia B. Stokes	\$300.00
Legal Assistant I	\$ 65.00
Legal Assistant II	\$ 50.00
Legal Assistant III	\$ 35.00
Messenger	\$ 20.00