



**Randall J. Yates**  
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September 19, 2023

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Oklahoma State Department of Education  
Attn: Ryan Walters, State Superintendent of Public Instruction  
c/o Bryan Cleveland  
2500 N. Lincoln Blvd.  
Oklahoma City, OK 73105

Re: Legal Representation  
*Justin and Lyndy Mecklenburg v. Kingfisher Independent School District No. 7 of King Fisher County Oklahoma aka Kingfisher Public Schools, et al.*  
Case No. MA-121552

Dear Mr. Walters:

Thank you for selecting us to provide services to you in connection with response to application to assume original jurisdiction and petition for writ of mandamus. This letter will confirm our engagement, describe the basis on which our firm will provide legal services to you and outline our respective responsibilities.

I will have primary responsibility for your representation in these matters. However, it is our practice to assign and delegate responsibilities based upon the degree of experience and expertise required at the most cost-effective basis. Therefore, I may consult with and utilize other attorneys and legal assistants for this matter as appropriate. If at any time during our representation you have any questions, concerns or problems with our services, please contact me at once. Our objective is to serve you effectively and efficiently.

**Client.** Our client in this matter will be Oklahoma State Department of Education, Oklahoma State Board of Education; and Ryan Walters, State Superintendent of Public Instruction, in their official capacity, and no other entity, person or affiliates. We will take day to day directions from you.

**Scope of Engagement.** You have requested that our Firm represent you in the above-reference legal matters. We are pleased to undertake this assignment on your behalf. We will need to run conflicts of interest with each new matter before we can agree to take on new individual matters.

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**Client Responsibilities.** Communication with us is very important. You agree to be candid and cooperative with us and to keep us informed with complete and accurate information, documents and other communications relevant to the subject matter of our representation or as otherwise reasonably requested by us.

It is important that we always can contact you to consult with you regarding your representation. Therefore, you agree to inform us, in writing, of any changes to your name, address, telephone number, contact person, email address, or other relevant changes to your contact information or the contact information for your business. Whenever we need your instructions or authorization in order to proceed with legal work on your behalf, we will contact you at the latest address we have received from you. If you affiliate with or acquire another company or entity, you agree to provide us with sufficient notice to permit us to withdraw as your lawyer if we determine that such affiliation or acquisition creates a conflict of interest between any of our clients and the other party to such affiliation or acquisition, or if we determine that it is not in the best interests of the firm to represent the new entity.

**Confidential Communications.** To preserve confidentiality of attorney-client communications you should guard against disclosure of such communications to anyone other than your own or our representatives with responsibilities concerning this matter. You should be aware that electronic communications such as emails or text messages present an enhanced risk of accidental disclosure of confidences. Please do not communicate with us from a publicly accessible computer (e.g., a hotel or library computer) or one for which you share access with others unless you can be certain that our communications will not be accessible to third parties. Individuals communicating with us from a workplace computer should be certain that no one has the right to access those communications or that computer without their consent. To reduce costs and expedite communications, we routinely use unencrypted email; however, if you desire for us to communicate by other means please advise us so that we can take appropriate measures.

**Termination of Engagement.** You may at any time terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve you of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on your behalf through the date of termination.

We reserve the right to withdraw from our representation as required or permitted by the applicable rules of professional conduct upon written notice to you. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the above litigation, and you agree to take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to perfect our withdrawal. We will be entitled to be paid for all services rendered and costs or expenses incurred on your behalf through the date of withdrawal. If permission for withdrawal is required by a court or arbitration panel, we will promptly request such permission, and you agree not to oppose our request.

**Conclusion of Representation Retention and Disposition of Documents.** Unless termination occurs earlier as described above, our representation of you in this matter will

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terminate upon our sending you our final statement for services rendered in the matter. At your request, your client documents, pleading files, and other materials generated as a result of the representation and belonging to you will be returned to you upon payment of outstanding fees and costs. Our own files pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, accounting records, and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, prepared by or for the internal use of lawyers. At the conclusion of the matter, all firm files, as well as your files if you have not requested their return, will be transferred to the person responsible for administering our records retention program. A reasonable number of years thereafter, in accordance with the firm's record retention policy, the files will be destroyed absent separate instructions from you as to your documents.

**Fees.** Our fees are based upon our standard hourly rates in effect at the time the legal services are rendered by the lawyers and legal assistants utilized and given the expertise and task required. We will bill for our services based upon the actual time spent, recorded in one-tenth of an hour increments, at those standard rates. Our billing rates currently range from \$200 an hour for new associates to \$750 an hour for senior partners. Time devoted by legal assistants is charged at rates currently ranging from \$125 to \$225 per hour. Other factors also may be taken into consideration in determining our fees, including the novelty and difficulty of the questions involved; the skill requisite to perform the services properly; the experience, reputation, and ability of those performing the services; the time limitations imposed by you or the circumstances; the amount involved; and the results obtained. My discounted hourly rate in this matter is as follows:

Randall J. Yates	Director	\$295
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The list is not comprehensive. The time of any other attorney or legal assistant utilized will be billed at that person's standard hourly rate for their experience, expertise, and the task required. The firm reviews its standard hourly rates periodically and, if appropriate, adjusts them.

It is our policy to serve you with the most effective support systems available. However, if in the course of our representation the use of support services becomes necessary, our statements will, to the extent applicable, include charges for support services such as: long distance telephone, telecopy, courier and other expedited communication, duplication, computerized research, travel and filing fees. Large disbursements and/or fees and expenses of others, if incurred, will generally be forwarded to you for direct payment by you to the supplier. We request that you pay these invoices promptly upon receipt. We will not assess a separate charge for word processing, secretarial work or other items of general firm overhead. We will bill for staff overtime only where it is necessitated by time restraints which are imposed by you, courts, investment bankers, or other entities which are otherwise out of our control.

**Costs.** We will include on our statements separate charges for performing services such as photocopying, messenger and delivery service, computerized research, travel, and long-distance telephone and fax charges, and search and filing fees. Such expenses may also include filing fees, deposition costs, process servers, court reporters, and witness fees. You also agree to pay the

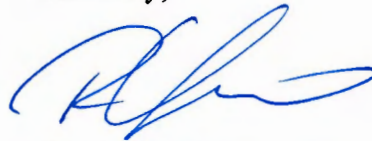
charges for copying documents for retention in our files. You authorize us to retain any investigators, consultants, or experts necessary in our judgment to represent your interests in the litigation. Their fees and expenses generally will not be paid by us but will be billed directly to you.

**Invoices.** It is our firm's policy to bill monthly for legal fees and out-of-pocket expenses. We will provide you with a statement reflecting services rendered and expenses advanced. If we defer sending a statement for a period or until a specified event has occurred, such deferral will not impair our right to payment for all legal services rendered and expenses advanced upon submission of our statement. Payment of our fees and expenses is not contingent upon the result obtained or the final disposition of any matter for which we have been retained. We request the payment of invoices promptly upon receipt. Please review the statements promptly and let me know if you have any questions or issues. Our statements will be deemed approved if you do not contact us within 15 days of the statement date. We will work to resolve any issues with you promptly. Failure to pay our statements in full within thirty days of receipt entitles our firm to withdraw from any further representation and suspend performing services for you until you make arrangements satisfactory to us for the payment of outstanding statements and the payment of future fees and expenses.

**Retainer.** We will waive our retainer fee at this time

Please review this letter carefully. If it meets with your approval, sign the enclosed copy of the letter in the space provided below and return it to me. Email and scan or fax are fine. Please call me if you have any questions

Sincerely,



Randall J. Yates

RJY:ag

AGREED TO AND ACCEPTED:

\_\_\_\_\_  
Ryan Walters

Title: State Superintendent of Public Instructions

Date: 9/19/2023