

**POPE  
AYLWARD  
SWEENEY &  
STEPHENSON**

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November 18, 2020

**Attorney-Client Privileged and Attorney Work Product**

(via email: [donna.buff@gastongov.com](mailto:donna.buff@gastongov.com))  
Gaston County Board of Commissioners  
c/o Ms. Donna Buff  
Clerk to the Board  
128 West Main Ave.  
Gastonia, NC 28053

Re: **Legal Representation by Pope Aylward Sweeney & Stephenson, LLP**

Dear Commissioners of the Gaston County Board:

This letter will confirm our mutual understanding relating to retention of Pope Aylward Sweeney & Stephenson, LLP (“PASS” or “we”) to provide legal representation to the Gaston County Board of Commissioners (“the Board” or “Client”) in connection with prosecution of an action for defamation and libel against the Gaston Gazette newspaper arising out of a recent article.

Unless otherwise stated in this letter, PASS has not been retained to represent the Client generally or in connection with any other matter. Although the Client may engage PASS for other services in the future, PASS has not agreed to represent the Client in any future specific matter at this time. If the Client wishes to engage PASS in connection with any additional matters, PASS will conduct a conflict of interest inquiry with respect to the parties involved. If those inquiries disclose no conflict, future engagements may be evidenced by additional engagement letters.

Although various factors can affect legal fees, the time PASS spends to perform the legal services will be the primary basis for calculating the legal fees due to PASS. My rate for handling this matter as a shareholder/partner is \$225.00 per hour. These billing rates are subject to adjustment annually by PASS. In addition, the Client will pay out-of-pocket costs and

disbursements incurred in connection with this representation in accordance with applicable Billing Guidelines, subject to mutual revision.

Statements for legal fees, costs, and disbursements will typically be mailed periodically (but no more frequently than monthly), typically quarterly, to the address stated above unless you advise us in writing to use another address. The fees and costs relating to this engagement are not precisely predictable and are not within PASS's control. Although PASS endeavors to control the Client's expenses consistent with a quality representation of the Client, PASS makes no commitment as to the maximum costs for this engagement. The Client's commitment to pay PASS's invoices timely is not contingent on the ultimate outcome of this engagement. PASS commits to working with the Client to comply with reporting and budgetary provisions, subject to ethical obligations to any insured client.

To enable PASS to render services effectively, the Client must cooperate with us, be honest with us, tell us all facts that may be relevant to this engagement, and report to us promptly all developments relating to this engagement. The Client should also approve general negotiation, discovery, and litigation strategy; causes of action, defenses, and parties to litigation and acceptable terms of any compromise, settlement, or other agreement. In addition, the Client must tell us promptly if any document we send the Client for review or approval fails to reflect adequately any key terms of the Client's strategy, agreement, or expectations.

PASS must be able to contact the Client at all times to consult regarding this engagement. The Client will inform PASS, in writing, of any changes in the contact person or contact information regarding this engagement. Whenever PASS needs the Client's instructions or authorization to proceed with legal work on its behalf, PASS will attempt to contact the Client's designated contact person at the latest address received from the Client.

During the course of this engagement a lawyer or other PASS employee may express an opinion or give advice, or deliver a memorandum of law, concerning the engagement, courses of action, or possible results. Any such statement is intended to express only that individual's expectation or judgment, based on information known to that person at that time, and is not a guarantee or promise. Further, no such statement should be considered a legal opinion unless the same is delivered as a formal written legal opinion of PASS.

Clients that PASS represents and the nature of the matters PASS becomes involved in may raise questions under the professional conduct rules that apply to lawyers. If such issues arise, PASS may seek the advice of PASS's counsel. PASS considers such consultations to be confidential conversations between PASS personnel and PASS's legal counsel that are protected from disclosure by the attorney-client privilege and/or the attorney work product doctrine. In recent years, judicial decisions in some other states have indicated that in some circumstances such conversations may involve a conflict of interest between the client and a law firm, and that the law firm's consultation with its own counsel might not be confidential unless the law firm either withdraws from the representation of the client or obtain the client's consent to consult with the law firm's counsel. We believe that it is in our clients' interest, as well as PASS's interest, that, if legal ethics or related issues arise during a representation, PASS receive expert analysis.

Accordingly, if PASS determines in PASS's discretion to consult with PASS's own counsel (whether PASS's internal counsel or outside counsel), PASS has the Client's consent to do so at PASS's expense, and PASS's representation of the Client shall not waive any privilege or other right that PASS may have to protect the confidentiality of such communications.

PASS may list the Client in PASS's marketing materials as a client and summarize briefly the type(s) of matter(s) in which PASS has represented the Client. This consent does not waive or release PASS's obligation to maintain the confidentiality of confidential information and documents provided by the Client.

Unless previously terminated, PASS's representation of the Client will terminate when PASS sends its final invoice for services rendered in this matter. Following termination, any then nonpublic information the Client has supplied to PASS which PASS retains will be kept confidential in accordance with applicable Rules of Professional Conduct. At the Client's written request at that time, the Client's papers and property will be returned to the Client promptly upon receipt of payment for outstanding fees and costs. PASS will retain its internal documents, and may retain copies of documents provided to the Client. PASS internal documents include, for example, administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work product such as drafts, notes, memoranda, and legal and factual research, including investigative reports, prepared by or for the use of lawyers. The Client will pay a reasonable charge for photocopies of file documents requested by the Client.

For various reasons including minimizing unnecessary storage expenses, PASS reserves the right to destroy or otherwise dispose of any such documents or other materials within a reasonable time after the termination of the engagement.

Thank you and we appreciate this opportunity and look forward to working with you.

Very truly yours,



Jeremy A. Stephenson  
Pope Aylward Sweeney & Stephenson, LLP

Cc: Jonathan Sink, Gaston County Attorney (via email: [jonathan.sink@gastongov.com](mailto:jonathan.sink@gastongov.com))  
Enclosure: PASS 2020 W9

Signed and Agreed,

Gaston County Board of County Commissioners

By: \_\_\_\_\_

Its: \_\_\_\_\_

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