



James T. Johnson
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March 22, 2023

VIA ELECTRONIC TRANSMISSION ONLY

Muskogee County Board of County Commissioners
C/O John Hammons, Esq.
General Counsel
330 N. 4th Street
Muskogee, OK 74401

***RE: AAE Holdings, Inc. d/b/a All American Entertainment v. Muskogee County Health Department
Wake County Superior Court File No. 23 CVS 3730
Our File No. 30695.01***

Dear John:

Kempton and I enjoyed speaking with you yesterday. As discussed, attached is an Employment Agreement signed by me. Please look this over and give me a call if you have any questions. Otherwise, please have the appropriate agent of the Muskogee County Board of County Commissioners sign and print his or her name on the designated signature lines. Then, at your earliest convenience, return the signed agreement back to us. It would be great if you could scan the signed copy and email it back to me and then mail the copy with the original signature via U.S. Mail. With regard to the \$5,000.00 retainer payment, you can call my paralegal, Robin Manning, to make the retainer payment over the phone or you can send us a check if you prefer. We thank you for the opportunity to help Muskogee County with this, and I look forward to speaking with you soon.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'James T. Johnson', is written over a light blue circular stamp or watermark.

James T. Johnson

JTJ/klh
Attachment

ATTORNEYS AT LAW

DEMENT ASKEW & JOHNSON, LLP

AGREEMENT FOR EMPLOYMENT OF COUNSEL

MUSKOGEE COUNTY BOARD OF COUNTY COMMISSIONERS ("Client") and the law firm DeMENT ASKEW & JOHNSON, LLP ("Attorneys") hereby contract and agree as follows:

1. The Client hereby employs Attorneys to render legal services and to prosecute such actions or other proceedings as Attorneys deem proper on Client's behalf, and to defend such actions that may be filed against Muskogee County or any County division or agency, arising out of and as a consequence of a dispute with AAE Holdings, Inc. regarding a stolen check, including, but not limited to, defending the current pending lawsuit captioned *AAE Holdings, Inc. d/b/a All American Entertainment v. Muskogee County Health Department*, Wake County Superior Court File Number 23 CVS 3730.

2. James T. Johnson will be the attorney primarily handling this matter. His basic fee will be calculated on an hourly basis at the rate of \$350.00 per hour. Associate attorney time will be charged at the rate of \$250.00 per hour and paralegal time will be charged at the rate of \$150.00 per hour. The Client shall remain responsible for all costs and expenses incurred in pursuing this matter. As to costs and expenses, see Paragraph 4. Attorneys will keep records of time expended on Client's behalf, including travel time and telephone conversations, and at the end of each month Attorneys will submit a statement for payment which will describe the services rendered and amount due. The monthly bill will also include an itemization of all costs and expenses, see Paragraph 4, incurred during that billing period. Payment of all bills is due within 30 days upon receipt.

3. Client is to pay Attorneys a retainer of \$5,000.00. This retainer will be deposited in Attorneys' trust account. Payment for legal fees, costs and expenses will be taken out of this retainer until the full amount of the retainer has expired. After the full amount of the retainer has expired, Attorneys may require Client to pay another retainer, or Attorneys may just require Client to pay bills as they are invoiced on a monthly basis. If, at the conclusion of Attorneys' services, there is a positive balance on the retainer, the remaining balance will be returned to Client. Attorneys will send a bill to Client describing the work done and costs and expenses incurred every month regardless of whether or not that monthly bill has been paid in full by the remaining balance of the retainer.

4. The Client agrees to pay, in addition to the amount set forth in Paragraphs 2 and 3, the costs of court and all costs and expenses associated with the investigation, preparation, and prosecution of any claims and any trial of this case. This includes filing fees, witness fees, expert witness costs, travel expenses, telephone charges, copying charges, fax charges, deposition costs, investigation costs and time, mediation expenses, computer research fees and all other out-of-pocket expenses incurred on Client's behalf. The Client shall be and shall remain responsible for the payment of these costs.

5. If Client fails to make payment of legal fees per this Agreement, Attorneys may, upon due notice, withdraw their representation of Client. If Attorneys withdraw their representation,

or should the Client elect to terminate the Attorneys' representation prior to the full completion of their services under this Agreement, the Client understands and agrees that Attorneys have a claim for costs and expenses of litigation and legal fees incurred and unpaid as of the date of termination.

This the 22nd day of March, 2023.

DeMENT ASKEW & JOHNSON, LLP

BY: [Signature]
JAMES T. JOHNSON

CLIENT:

MUSKOGEE COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____ (print name)
_____ (print title)

27th day of March 2023
Chairman [Signature]
Member [Signature]
Member [Signature]
Attest: [Signature] County Clerk

