

EXHIBIT “1”



DIAMOND MCCARTHY LLP

Attorneys & Counselors

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CONFIDENTIAL
ATTORNEY/CLIENT PRIVILEGED COMMUNICATION
ATTORNEY WORK PRODUCT

January 4, 2017

Victoria L. Nelson
Chapter 7 Trustee of Robert C. Graham Ltd.
3900 Paradise Road; Suite U
Las Vegas, Nevada 89169-0903

RE: Engagement Agreement to Serve as Special Counsel for
Victoria Nelson, Chapter 7 Trustee of Robert C. Graham, Ltd.
BK-S-16-16655-btb

Dear Vicki:

Thank you for asking us to represent you as special litigation counsel in your role as chapter 7 trustee (the "Trustee") for debtor, Robert C. Graham, Ltd., dba Robert C. Graham Corp. fdba Rob Graham & Associates fdba LawyersWest (the "Debtor"), in the above numbered bankruptcy case (the "Bankruptcy Case") currently pending in the United States Bankruptcy Court for the District of Nevada, Las Vegas Division (the "Bankruptcy Court"). The purpose of this letter is to set forth the terms of the engagement of Diamond McCarthy LLP ("Diamond McCarthy" or "Firm") by the Trustee for legal representation. Diamond McCarthy has agreed to accept and undertake this representation subject to the terms of this letter ("Agreement") and as approved by the Bankruptcy Court.

Scope of Engagement. Diamond McCarthy shall serve as special litigation bankruptcy counsel to the Trustee in the Bankruptcy Case for the purpose of evaluating and prosecuting, if economically viable and in the best interest of the estate, litigation including but not limited to preferential or fraudulent transfers or turnover actions (the "Litigation"). Diamond McCarthy may provide the following professional services:

- (a) To investigate the financial affairs of the Debtor and determine if there are any preferential transfers, fraudulent conveyances, or turnover actions that may be filed on behalf of the bankruptcy estate pursuant to 11 U.S.C. §§ 542, 544, 547, and 548, or other litigation claims owned by the estate against third parties;

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- (b) To prosecute any and all preferential transfers, fraudulent conveyances, or turnover actions that may be filed on behalf of the bankruptcy estate pursuant to 11 U.S.C. §§ 542, 544, 547, and 548, or other litigation claims owned by the estate against third parties; and
- (c) To assist the Trustee in developing legal positions and strategies with respect to litigation matters in these proceedings.

Compensation. It is expressly recognized by the Firm that our retention by the Trustee is subject to the entry of an appropriate order by the Bankruptcy Court and that payment of our fees will be subject to Bankruptcy Court approval. We shall comply with all relevant Bankruptcy Code and Rules with respect to payment of our fees. In no circumstances shall you as Trustee be personally liable for the payment of Diamond McCarthy's fees. It is further agreed that the reasonable fees to compensate the Firm for services rendered shall be not less than the amount equal to the time expended, multiplied by the normal hourly rate of each respective attorney involved, plus all actual out-of-pocket expenses incurred.

The hourly rate of each attorney or paralegal will vary depending on the skill and experience of each professional involved in the representation. The Firm proposes the compensation of attorneys be at varying rates currently ranging from \$380 per hour to \$750 per hour for the services of partners of the Firm and at varying rates currently ranging from \$270 per hour to \$320 per hour for the services of associates of the Firm, subject to change from time to time, and all subject to application to, and approval by, this Court pursuant to Sections 330 and 331 of the Bankruptcy Code. The Firm proposes the compensation of paraprofessionals be at varying rates currently ranging from \$145 per hour to \$220 per hour for paraprofessionals, subject to change from time to time, and all subject to application to, and approval by, this Court pursuant to Sections 330 and 331 of the Bankruptcy Code.

Diamond McCarthy's hourly rates are subject to increase from time to time (usually on an annual basis) to account for skill and experience, inflationary trends and other usual factors. To the extent fees are charged in connection with bankruptcy proceedings, all fees and expenses charged by Diamond McCarthy will be subject to Bankruptcy Court approval.

In all cases handled by Diamond McCarthy we take care to ensure, whenever feasible, that higher billing lawyers do not perform services that could be performed by a lower billing attorney, and that attorneys do not perform services that could be performed by a legal assistant. The Firm endeavors to maintain continuity with respect to the professionals performing services for a client. For this engagement, Diamond McCarthy will concentrate its representation in the hands of a limited number of attorneys to avoid any unnecessary duplication of effort.

Costs and Expenses. In the course of the representation, it will be necessary for Diamond McCarthy to incur certain costs or expenses. Diamond McCarthy will seek reimbursement of

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actual and necessary out-of-pocket costs and expenses in accordance with the following guidelines:

1. *Computer-Related Expense* – Online computerized research and research services will be reimbursed at cost.
2. *Court Costs* – Actual expenses incurred will be reimbursed at cost, but you will not be responsible for sanctions or penalties imposed by a court due to the conduct of the Firm.
3. *Photocopying* – Photocopy charges will be reimbursed at a maximum of \$.20 per page for normal photocopying. Expedited photocopying or oversized document photocopying may be reimbursed at a higher rate and where possible, the Firm will seek prior approval.
4. *Telephone* – Long distance telephone service will be reimbursed at cost.
5. *Postage/Courier* – The Firm's expense for postage and necessary courier services will be reimbursed at cost.
6. *Miscellaneous Expenses* – The cost of office equipment, books, periodicals or other office expenditures will not be reimbursed, unless prior approval is obtained.
7. *Travel Expenses* – The Firm will be reimbursed for expenses in connection with out-of-town travel, but only for coach class travel and, where necessary, for the reasonable cost of a rental car. All related travel expenses, i.e., lodging and meals, must be reasonable under the circumstances. The Firm will advance all such travel expenses and submit bills to you for reimbursement.

Invoices. The Firm will furnish on a monthly basis detailed invoices of the services rendered and the amount of fees and out-of-pocket expenses (filing fees, copying costs, travel expenses, court reporters charges, long distance telephone charges, etc.). These invoices will be for informational purposes only, as all fees and expenses are subject to Bankruptcy Court approval. Diamond McCarthy will file formal fee applications with the Bankruptcy Court.

Retainer. It is the Firm's policy to obtain a retainer to be held in our client trust account pending completion of our assignment; however, the Firm waives the retainer in this case.

Document Retention Policy. At the conclusion of Diamond McCarthy's representation of you in this matter, it is our Firm's policy to return to you any original documents you sent to us. We also will provide you with copies of any other documents you specifically request (such as copies of depositions, court documents, etc.), and you agree to pay for the associated copying costs and any professional time incurred in identifying any such documents you request. You agree that Diamond McCarthy may elect to keep, at its own expense, copies of any documents related to this matter or otherwise returned to you. At the conclusion of our representation of you in this matter, pursuant to our Firm's policy, we will send parts of our files that we deem

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appropriate to a storage facility at our expense. Such files will be maintained for seven (7) years, after which time they will be destroyed. If you would prefer that we send such files to you rather than store or destroy them, please notify us in writing within 90 days after the conclusion of our representation of you in this matter. Documents we choose not to store, and documents you have not requested as provided above, will be destroyed. Digital files maintained electronically are subject to these same retention policies.

Cooperation. In order to enable us to effectively render the legal services contemplated, the Trustee agrees to fully and accurately disclose all facts and to keep Diamond McCarthy informed of all developments relating to this representation. We necessarily must rely on the accuracy and completeness of the facts and information the Trustee and/or her agents provide to us. You agree to cooperate fully with Diamond McCarthy and to have appropriate representatives available to attend meetings, discovery proceedings and conferences, hearings and other proceedings. The Firm will attempt to schedule depositions, hearings, and conferences to serve your convenience, but it is the nature of a bankruptcy case that such schedules are often not within our control.

Termination of Representation. The Trustee may terminate Diamond McCarthy's representation, with or without cause, by giving notice in writing to the Firm. The estate will nevertheless be responsible for paying all of Diamond McCarthy's fees and expenses incurred up to the date of termination, according to the terms of this Letter of Engagement. The Trustee agrees that, in order to terminate the Firm for cause, the client will have to demonstrate a material violation or breach by the Firm of either: (a) applicable rules of professional conduct; or (b) this Letter of Engagement.

If its billing statements are not paid timely or other difficulties should unexpectedly arise in the representation, Diamond McCarthy reserves the right to withdraw from the representation in the manner permitted by the Texas Disciplinary Rules of Professional Conduct.

Further, if the Trustee decides to withhold its consent to any settlement offer, notwithstanding the Firm's recommendation that the settlement is in the estate's best interests and that rejecting the settlement poses a substantial adverse risk of no recovery or a materially smaller recovery for the Trustee, the Firm has the right to withdraw from this engagement, subject to court approval, so long as the time remaining before trial is sufficient to allow the Trustee to retain other counsel.

No Guarantees. The Trustee hereby acknowledges that the Firm has made no guarantees regarding the successful outcome of the Trustee's claims and that any and all expressions about the possible outcomes are only preliminary opinions.

Independent Determination as to Fairness and Reasonability. The Trustee acknowledges that: (a) the Firm did not act as its counsel in preparing or negotiating this Engagement Letter; (b) the Trustee has made sufficient investigation and inquiry in conjunction her general counsel to determine that the terms of this Letter of Engagement are fair and reasonable; (c) this Letter of Engagement was the product of an arm's length negotiation between the Trustee and the Firm; (d) the Trustee has had ample opportunity to review this Letter of Engagement independently and, to the extent that the Trustee has chosen to do so, with

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separate counsel; and (e) the Trustee is entering into this Letter of Engagement freely and voluntarily.

Severability. In case any one or more of the provisions in this Letter of Engagement shall be found unenforceable in any respect, we have agreed that such unenforceability shall not affect any other provision, and that all other provisions of this Letter of Engagement shall remain valid and enforceable.

Integration/Amendment. This Letter of Engagement constitutes the final and only agreement of the parties hereto regarding Diamond McCarthy's representation of the Trustee, and it supersedes any prior written or oral understandings or agreements between the parties regarding that subject. This Letter of Engagement may not be modified, amended, or replaced except in a writing signed by the parties hereto.

Execution in Counterparts. It is understood and agreed that this Letter of Engagement may be signed in a number of identical counterparts, each of which shall be deemed an original for all purposes, but all of which shall constitute one and the same agreement.

Governing Law. This Letter of Engagement shall be construed in accordance with the laws of the State of Texas, without regard for its conflict of laws rules.

Dispute Resolution. Any disputes arising under this Letter of Engagement shall be submitted to arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association, or at such other arbitration sites and/or pursuant to such other terms of arbitration as may be later agreed upon, in writing, by the parties hereto. Any party to this Letter of Engagement may commence an arbitration proceeding by sending written notice to the other party demanding arbitration. Each party shall be entitled to select one arbitrator, and each of those arbitrators selected by the parties shall in turn select a neutral arbitrator who shall act as the chair of the arbitration panel. The arbitrators shall be persons possessing sufficient legal and financial experience to resolve the issues before them. The selection of the party appointed arbitrators and the neutral shall take place no later than forty five (45) days after the demand for arbitration has been received by the non-demanding party. The arbitration shall take place in Dallas, Texas. The arbitration panel shall issue its award no later than ninety (90) days after the selection of the third arbitrator. The arbitrator's decision shall be binding and conclusive, but appealable insofar as permitted by the applicable law. The costs of any such arbitration, including the arbitrator's fees, shall be borne one-half by the Clients and one-half by the Firm, although the arbitration panel is hereby granted discretion to award fees and costs to the prevailing party.

If the terms of the Firm's engagement as outlined above are understood and satisfactory to you, please evidence the same by signing in the space provided below and returning an executed copy of this Agreement to the undersigned. Upon receipt of the executed Agreement,

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Diamond McCarthy will file the appropriate pleadings with the Bankruptcy Court to obtain approval of its retention by the Trustee. Upon court approval, our representation of you by the Firm will be deemed to have commenced on December 28, 2016.

DIAMOND MCCARTHY LLP

By: Kathy Bazoian Phelps
Kathy Bazoian Phelps

ACCEPTED AND AGREED:

This __ day of January 2017.

Victoria L. Nelson, Chapter 7 Trustee
For Robert C Graham Ltd.

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ADDITIONAL TERMS OF ENGAGEMENT

These are the *Additional Terms of Engagement* referred to in our engagement letter. Because they are an integral part of our agreement to provide legal services, we ask that you review this document carefully and retain it for your files. If you have any questions after reading it, please contact us promptly.

Who Will Provide the Legal Services?

In most cases, one attorney will be your principal contact. From time to time, that attorney may delegate parts of your work to other lawyers or to legal assistants or nonlegal professionals in the firm. For example, we do this in order to involve those with special knowledge or experience in an area and to provide service to you in a timely and efficient manner.

The Scope of the Representation

As lawyers, we undertake to provide representation and advice on the legal matters for which we are engaged, and it is important that we both have a clear understanding of the legal services that the firm has agreed to provide. In our engagement letter with you, we specify the matter in which we will provide representation and the scope of the services we will provide. If there are any questions about the terms of engagement, including the scope of the representation that we are to provide in the matter, please raise those questions promptly with your principal contact at the firm.

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

Who Is Our Client?

It is our policy to represent only the person or entity identified in our engagement letter and not any affiliates. For example, unless otherwise specifically stated in our engagement letter, if you are a corporation or partnership, our representation does not include any parents, subsidiaries, employees, officers, directors, shareholders, or partners of the corporation or partnership, or commonly owned corporations or partnerships; if you are a trade association, our representation excludes members of the trade association; if you are an individual, our representation does not include your employer, partners, spouse, siblings, or other family members.

Your Cooperation

To enable us to provide effective representation, you agree to: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request, (2) keep us apprised on a timely basis of all developments relating to the representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise cooperate fully with us.

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Our Relationships with Others

Our law firm represents many companies and individuals. In some instances, the applicable rules of professional conduct may limit our ability to represent clients with conflicting or potentially conflicting interests. Those rules of conduct often allow us to exercise our independent judgment in determining whether our relationship with one client prevents us from representing another. In other situations, we may be permitted to represent a client only if the other clients consent to that representation.

If a controversy unrelated to the subject matter of the representation develops between you and any other client of the firm, we will follow the applicable rules of professional responsibility to determine whether we may represent either you or the other client in the unrelated controversy. In making this determination, we will consider your agreement to the Conflicts of Interest provisions in these *Additional Terms of Engagement*.

In addition to our representation of other companies and individuals, we also regularly represent lawyers and law firms. As a result, opposing counsel in the matter may be a lawyer or law firm that we may represent now or in the future. Likewise, opposing counsel in the matter may represent our firm now or in the future. Further, we have professional and personal relationships with many other attorneys, often because of our participation in bar associations and other professional organizations. We believe that these relationships with other attorneys do not adversely affect our ability to represent any client and, in some circumstances, may enhance our representation. Your acceptance of our engagement letter means you consent to any such relationships between our firm and other lawyers or law firms, even counsel who is representing a party that is adverse to you in the matter that is the subject of this engagement or in some other matter.

Conflicts of Interest

Increasingly, conflict of interest is a concern for lawyers and their clients today. We attempt to identify actual and potential conflicts at the outset of any engagement, and may request that you sign a conflict waiver before we accept an engagement from you. Occasionally, other clients or prospective clients may ask us to seek a conflict waiver from you so that we can accept an engagement on their behalf. Please do not take such a request to mean that we will represent you less zealously; rather, that we take our professional responsibilities to all clients and prospective clients very seriously.

Unfortunately, conflicts sometimes arise or become apparent after work begins on an engagement. When that happens, we will do our best to address and resolve the situation in the manner that best serves the interests of all of our affected clients.

Because we are a large firm, we may be asked to represent someone whose interests may be adverse to yours. We are accepting this engagement on the understanding that our representation of you will not preclude us from accepting any other engagement from any existing or new client provided that (i) such engagement is not substantially related to the subject matter of any services we are providing to you and (ii) in accepting such other engagement we would not

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impair the confidentiality of proprietary, sensitive or otherwise confidential communications you have made to us.

Rules concerning conflicts of interest vary with the jurisdiction. In order to avoid any uncertainty, our policy is that the Texas Disciplinary Rules of Professional Conduct will be applicable to the representation. Your acceptance of our engagement letter means you agree with that policy, unless the engagement letter specifically states that some other rules of professional responsibility will govern our attorney-client relationship.

How We Set Our Fees

The basis for determining our fee for legal services is set forth in the engagement letter itself. If you are unclear about the basis for determining your fee, please contact the attorney responsible for your representation.

Clients frequently ask us to estimate the fees and other charges they are likely to incur in connection with a particular matter. We are pleased to respond to such requests whenever possible with an estimate based on our professional judgment. This estimate always carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

Charges for Other Expenses and Services

As an adjunct to providing legal services, we may incur and pay a variety of charges on your behalf or charge for certain ancillary support services. Whenever we incur such charges on your behalf or charge for such ancillary support services, we will bill them to you as part of your monthly invoice. Accordingly, our invoices usually will include amounts, not only for legal services rendered, but also for other expenses and services. Examples include charges for photocopying, postage, facsimiles, long-distance telephone calls, travel and conference expenses, delivery charges, computerized research, and facsimile and other electronic transmissions. Outside expenses will generally be billed at cost, while some in-house expenses (e.g., copying, telecopying, computer services and in-house research) will include a reasonable allocation of overhead. In appropriate cases, reimbursable expenses will also include overtime charges for secretaries and other staff.

You authorize us to retain third-parties, such as consultants, experts and investigators, as may be necessary to the representation. Although we advance third-party disbursements in reasonable amounts, we will ask you to pay directly larger third-party invoices (usually those over \$200). Because we often have ongoing professional relationships with the persons who render such services, we ask that you pay such bills promptly and send us notice of your payment.

We generally make and retain copies of all documents generated or received by us in the course of your representation. Should you request documents from us at the conclusion of our representation of you (other than your original documents), you agree that we may generate copies for our files at your expense, including both the reproduction charges and professional fees for time expended in reviewing files to be returned to you.

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Billing Arrangements and Terms of Payment

Unless expressly set forth in the engagement letter to the contrary, we will bill you on a regular basis, normally each month, for both fees and other charges. You agree to make payment within 30 days of the date of our invoice.

Should your account become delinquent and satisfactory payment terms are not arranged, as permitted under the rules regulating our profession we will be required to withdraw from the representation. In most cases, and except as prohibited by ethical considerations, if your account becomes more than 60 days delinquent, we will cease representation until we can arrive at a mutually satisfactory arrangement for payment of the delinquent account and the resumption of services.

If the representation will require a concentrated period of activity, such as a trial, arbitration, or hearing, we reserve the right to require the payment of all amounts then owing to us and the payment to us of a deposit for the fees and expenses we estimate will be incurred in preparing for and completing the trial, arbitration, or hearing, as well as arbitration fees likely to be assessed. If you fail to timely pay any additional deposit requested, we will have the right to cease performing further work and withdraw from the representation.

Payment of our fees and costs is not contingent on the ultimate outcome of our representation.

We look to you, the client, for payment regardless of whether you are insured to cover the particular risk. From time-to-time, we assist clients in pursuing third-parties for recovery of attorneys' fees and other charges resulting from our services. These situations include payments under contracts, statutes or insurance policies. However, it remains your obligation to pay all amounts due to us within 30 days of the date of our statement.

Termination

Because our firm has been engaged to provide legal services in connection with the representation in the matter as specifically defined in our engagement letter, the attorney-client relationship terminates upon our completion of our services related to the representation in the matter. After completion of the representation, however, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities in regard to the matter. Unless we are actually engaged after the completion of the representation to provide additional advice on such issues, the firm has no continuing obligation to give advice with respect to any future legal developments that may relate to the matter.

If you later retain us to perform further or additional services, our attorney-client relationship will be subject to the terms of engagement agreed to at that time; in the absence of any specific agreement, these *Additional Terms of Engagement* shall apply to the further or additional representation.

We look forward to the opportunity to complete our representation of you in the specified matter. You may, however, terminate our representation at any time, with or without cause, by notifying us in writing. We will return your papers and other property to you promptly upon

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receipt of your request for those materials unless they are appropriately subject to a lien. You agree that we will own and retain our own files pertaining to the matter or case, including, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyer's work product such as drafts, notes, internal memoranda, and legal and factual research including investigative reports, prepared by or for the internal use of lawyers.

Your termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred before termination and in connection with an orderly transition of the matter.

Document Retention

At the conclusion of the representation, we generally return to the client the client's original documents and any other documents that are specifically requested to be returned. As to any original documents so returned, we may elect to keep, at our expense, a copy of the documents in our stored files. Should you request other documents from us at the conclusion of our representation of you, you agree that we may generate copies for our files at your expense, including both the reproduction charges and professional fees for time expended in reviewing files to be returned to you.

At the close of any matter, we usually send the pertinent parts of our files in that matter to a storage facility for storage at our expense. However, we do not store voluminous papers at our expense. The attorney closing the file will determine what part of the file is sent to storage and how long we will maintain the files in storage. Documents we choose not to store will be returned to you or destroyed.

Disclaimer

By signing the engagement letter or otherwise indicating your acceptance of the engagement letter, you acknowledge that Diamond McCarthy LLP has made no promises or guarantees to you about the outcome of the representation, and nothing in these terms of engagement shall be construed as such a promise or guarantee. Either at the commencement or during the course of the representation, we may express opinions or beliefs about the matter or various courses of action and the results that might be anticipated. Any expressions on our part concerning the outcome of the representation, or any other legal matters, are based on our professional judgment and are not guarantees.

Our Professional Responsibility

The code of professional responsibility to which we are subject lists several types of conduct or circumstances that require or allow us to withdraw from representing a client. These include, for example, nonpayment of fees or charges, misrepresentation or failure to disclose material facts, action contrary to our advice, and conflict of interest with another client.

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We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal. If withdrawal ever becomes necessary, we give our client written notice as soon as practicable.

Under rules of the Texas Supreme Court and the State Bar of Texas, we advise our clients of the contents of the Texas Lawyer's Creed, a copy of which is enclosed. In addition, we advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled *Attorney Complaint Information* is available at all of our offices and is likewise available upon request. A client that has any questions about State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 toll free.

Modification of Our Agreement

The engagement letter and these *Additional Terms of Engagement* reflect our entire agreement on the terms of this engagement. These written terms of engagement are not subject to any oral agreements or understandings, and any change in those terms can only be made in writing signed by both Diamond McCarthy LLP and you.

In Conclusion

We sincerely appreciate the opportunity to represent you, as Trustee, and we look forward to working with you to achieve the best possible results in this matter. If you have any questions about this letter, the *Additional Terms of Engagement*, or any aspect of this Letter of Engagement or the relationship, please contact me. If this letter and the *Additional Terms of Engagement* are acceptable to you, we request that you sign and return a copy to me. Upon receipt of the executed Agreement, Diamond McCarthy will file the appropriate pleadings with the Bankruptcy Court to obtain approval of its retention by the Trustee. Our representation of you by the Firm will be deemed to have commenced on December 28, 2016.

THE TEXAS LAWYER'S CREED — A Mandate for Professionalism

The Texas Supreme Court and the Texas Court of Criminal Appeals adopted this Creed, with the requirement that lawyers advise their clients of its contents when undertaking representation.

I am a lawyer; I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that Professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this Creed for no other reason that it is right.

I. OUR LEGAL SYSTEM. A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism. I am passionately proud of my profession. Therefore, "My word is my bond." I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life. I commit myself to an adequate and effective pro bono program. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT. A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance

the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest. I will advise my client of the contents of this Creed when undertaking representation. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice. I will advise my client that civility and courtesy are expected and are not a sign of weakness. I will advise my client of proper and expected behavior. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party. I will advise my client that we will not pursue tactics which are intended primarily for delay. I will advise my client that we will not pursue any course of action which is without merit. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER. A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation,

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and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct. I will be courteous, civil, and prompt in oral and written communications. I will not quarrel over matters of form or style, but I will concentrate on matters of substance. I will identify for other counsel or parties all changes I have made in documents submitted for review. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are canceled. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of

impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence. I will not arbitrarily schedule a deposition, Court appearance, or hearing until a good faith effort has been made to schedule it by agreement. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party. I will refrain from excessive and abusive discovery. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

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IV. LAWYER AND JUDGE. Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol. I will conduct myself in court in a professional manner and demonstrate my respect for the Court and the law. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility. I will be punctual. I will not engage in any conduct which offends the dignity and decorum of proceedings. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage. I will respect the rulings of the Court. I will give the issues in controversy deliberate, impartial and studied analysis and consideration. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

