

FEE AGREEMENT

Reeves Law LLC (“Reeves Law”) will provide legal services to Mark Christopher Tracy (“Tracy”) on the terms set forth below.

1. Conditions. This Agreement will not take effect, and Reeves Law will have no obligation to provide legal services, until Tracy returns a signed copy of this Agreement.

2. Scope of Services. Tracy hires Reeves Law to provide legal services in the following matter:

The filing of a Petition for a Writ of Certiorari in the Supreme Court of the United States from *United States ex rel. Mark Christopher Tracy v. EID, et al.*, Cause No. 21-4059, in the United States Court of Appeals for the Tenth Circuit. Should opposing counsel file a response brief in opposition to the cert petition, Reeves Law shall also file a reply brief in support of certiorari. This includes filing, no later than January 13, 2023, a motion for an extension of time to file the cert petition up to and including March 1, 2023. Should certiorari be granted, Reeves Law shall act as Tracy’s primary counsel of record at all stages before the Supreme Court, including oral argument. At both the cert stage and merits stage, Reeves Law shall attempt to solicit amicus briefing from third parties in support of Tracy’s position.

3. Clients. Reeves Law is representing Tracy only in this matter. It is understood by Tracy and any third party who may be assisting Tracy in this matter—financially, emotionally, or otherwise—that Reeves Law’s duty is to act in the best interest of Tracy and Reeves Law cannot share information about Tracy’s case with anyone other than Tracy without Tracy’s express permission.

4. Responsibilities of the Parties. Tracy agrees to be truthful with Reeves Law, to cooperate, to keep Reeves Law informed of any information or developments which may come to Tracy’s attention, to abide by this agreement, and to pay Reeves Law’s bills on time. Further, while it is impossible to predict the course of a representation, it may be important for Reeves Law to contact Tracy—immediately or upon short notice—to confer with Tracy regarding the status of Clients’ case. An inability to do so may prejudice Tracy’s case and detrimentally affect its outcome. Accordingly, Tracy agrees to keep Reeves Law informed of Tracy’s current address, telephone number, email, and whereabouts.

5. Legal Fees.

A. **Certiorari stage.**

1. **Flat Fee.** Tracy agrees to pay Reeves Law a guaranteed flat fee of \$75,000 for Reeves Law's legal work at the certiorari stage. Of this amount, \$50,000 shall be paid as an advanced fee in accordance with Paragraph 6 below. The remaining \$25,000 of the \$75,000 flat fee shall be paid as follows: (1) \$12,500 shall be paid to Reeves Law LLC within 30 days of Reeves Law LLC timely filing the cert petition; and (2) the remaining \$12,500 shall be paid via seven monthly installments, the first six of which shall be \$2,000 each, and the seventh and final one of which shall be \$500. The first of the seven monthly installments shall be due on April 1, 2023, and each installment thereafter shall be due on the first of each month.
2. **Contingency fee.** In addition to the above guaranteed flat fee of \$75,000, Tracy agrees to pay Reeves Law a contingency fee of \$25,000 as part of Reeves Law's certiorari-stage legal work in the event the Supreme Court grants certiorari. Should the Supreme Court grant certiorari, this \$25,000 contingency fee shall be due no later than one month after certiorari is granted. Should the Supreme Court not grant certiorari, Tracy shall not owe the \$25,000 contingency fee to Reeves Law.

B. Merits stage

1. **Flat Fee.** Tracy agrees to pay Reeves Law a guaranteed flat fee of \$100,000 for Reeves Law's legal work at the merits stage, should the Supreme Court grant certiorari. This legal fee shall be paid in its entirety no later than 30 days before oral argument.
2. **Contingency fee.** In addition to the above guaranteed flat fee of \$100,000, Tracy agrees to pay Reeves Law a contingency fee of \$100,000 as part of Reeves Law's merits-stage legal work before the Supreme Court in the event the Supreme Court rules in Tracy's favor. This contingency fee shall be paid to Reeves Law LLC no later than thirty days after the entry of any favorable judgment by the Supreme Court of the United States. Should the Supreme Court not rule in Tracy's favor, Tracy shall not owe the \$100,000 contingency fee to Reeves Law.

6. Advanced fee. Tracy agrees to pay Reeves Law a deposit (advanced fee) of **\$50,000** as referenced above in Paragraph 5.A.1 by **January 20, 2023**. Reeves Law shall place this advanced fee in its trust account. Tracy authorizes Reeves Law to use that fund to pay \$50,000 of the \$75,000 legal fee reference above in Paragraph 5.A.1 as partial payment for Reeves Law's certiorari-stage legal work. At least ten days prior to the filing deadline for the certiorari petition, Reeves Law shall send

Tracy his final draft of the certiorari petition. Once Reeves Law delivers his final draft of the cert petition to Tracy, Reeves Law shall be entitled to transfer the \$50,000 advanced fee from its trust account to its operating account as partial payment for legal work on the certiorari petition as referenced above in Paragraph 5.A.1, regardless of whether the certiorari petition is actually filed. Should Tracy terminate Reeves Law's legal representation prior to this time, Reeves Law shall refund any unearned portion of the \$50,000 advanced fee to Tracy from Reeves Law's trust account.

7. Expenses

(a) In General. Reeves Law will incur various costs and expenses in performing legal services under this Agreement. Tracy agree to pay for all costs, disbursements and expenses in addition to fees listed above in Paragraph 5. The costs and expenses include, but may not be limited to, filing fees, mailing/shipping fees, and fees for printing the certiorari petition and other briefs in accordance with the requirements of the Supreme Court.

(b) Out of Town Travel. Tracy agrees to pay transportation, meals, lodging, and all other costs of any necessary out-of-town travel by Reeves Law LLC's personnel.

8. Discharge and Withdrawal. Tracy may discharge Reeves Law at any time. Reeves Law may withdraw upon Tracy's consent or for good cause. Good cause includes, but is not limited to, Tracy's breach of this agreement, refusal to cooperate, or refusal or to follow Reeves Law's advice on a material matter or any fact or circumstance that would render Reeves Law's continuing representation unlawful or unethical. Good cause also includes Tracy's failure to make the advanced deposit referenced above in Paragraph 6 in a timely manner or to pay Reeves Law LLC's legal fees on time. When Reeves Law's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Reeves Law will, upon Tracy's request, deliver Tracy's file and property in Reeves Law's possession, whether or not Tracy has paid for all such services.

Reeves Law will maintain Tracy's file for 6 years after this matter is concluded. Tracy may request the file at any time during, upon conclusion of, or after conclusion of, this matter. Six years after the conclusion of this matter, the file may be destroyed without further notice to Tracy.

10. Disclaimer of Guarantee and Estimates. Nothing in this agreement and nothing in Reeves Law's statements to Tracy will be construed as a promise or guarantee about the outcome of the matter. Reeves Law makes no such promises or guarantees. Reeves Law's comments about the outcome of the matter are expressions of opinion only.

11. Entire Agreement. This Agreement contains the entire Agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

12. Severability in Event of Partial Invalidity. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

13. Modification by Subsequent Agreement. This Agreement may be modified by subsequent Agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

14. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall be deemed to be one and the same agreement or document. Execution may be effected by either physical signature or electronic signature. A signed copy of this Agreement transmitted by facsimile, email, or other means of electronic transmission, shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

15. Effective Date. This Agreement will govern all legal services performed by Reeves Law on behalf of Tracy commencing with the date Reeves Law first performs services, but in any event no earlier than **December 30, 2022**.


The parties have read and understood the foregoing terms and agree to them as of the date Reeves Law first provided services. If more than one client signs below, each agrees to be liable, jointly and severally, for all obligations under this agreement. Client(s) shall receive a fully executed duplicate of this agreement.

SO AGREED TO AND EXECUTED

[SIGNATURE PAGE FOLLOWS]

REEVES LAW LLC

MARK CHRISTOPHER TRACY

by: 
John M. Reeves, Member

/s/ Mark Christopher Tracy

Date: December 30, 2022

Date: January 5, 2023