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June 9, 2014

The Honorable Robert Hebert
County Judge, Fort Bend County
C/O Roy L. Cordes, Jr.
Fort Bend County Attorney
VIA EMAIL

RE: Erma Lee Harris, et al v. Fort Bend Appraisal District, et al; Cause Number 14-DCV-214966 in the 268th District Court of Fort Bend County, Texas

Dear Judge Hebert:

As you are aware, the above referenced lawsuit has been filed against the County and others. The defendants in this suit presently are:

1. The Fort Bend Appraisal District;
2. The Fort Bend County Tax Assessor Collector; and
3. Linebarger Goggan Blair & Sampson, LLP

By naming the office of the Tax Assessor Collector, the Plaintiffs are in effect naming the County as a defendant.

The Linebarger lawfirm intends to represent itself in this matter. In addition, we have been asked to represent the Fort Bend County Tax Assessor Collector. Our concurrent representation of multiple parties, including our own lawfirm, constitutes a potential conflict of interest.

In our opinion, no actual conflict exists at this time. We hold this opinion because all parties that we may represent in this matter currently share a commonality of interest in defending this litigation. However, there are various ways in which a future conflict of interest could arise. For example, if we receive conflicting instructions from among the various parties that we represent, we could not follow the instructions of one client without violating the instructions of another. If such a situation develops that cannot be resolved, we will be forced to withdraw as counsel.

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Additionally, in the event that one or more of the parties that we represent develop inconsistent defenses or objectives, such as one of you wishes to pursue a defense that would adversely affect the interests of the other, a conflict would arise that again would require us to withdraw as counsel.

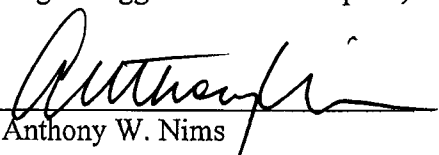
In order for this firm to effectively represent multiple clients in this matter, we believe that it is necessary that each of our clients consent to our use of any communication or representation made by any one of you with respect to this litigation in the joint representation. Therefore, the County must waive any right to assert the attorney-client privilege as to communications we receive from the County in connection with the joint representation. You must acknowledge that we have a duty to disclose any significant information that we receive from any of our clients in this matter relevant to this matter to all of our joint clients in the matter and to use such information in the joint representation.

As mentioned above, the Linebarger lawfirm itself is a defendant in this suit. Anytime the lawfirm represents itself as well as other defendants, there is an even greater potential for conflict of interest. The County may be concerned that the lawfirm will protect itself ahead of the County. Again, in this matter, we see a commonality of interest with our lawfirm and the County. However, should the County be concerned about the potential for the firm to protect its own interests ahead of the interest of the County, the County should elect to retain separate counsel.

By authorizing the execution of this letter on behalf of the County, the County confirms that it has been fully informed as to the nature of the potential conflicts that may arise as a result of this firm's concurrent representation of multiple clients in this matter; that it has been provided reasonable opportunity to seek the advice of independent counsel of its choice regarding these potential conflicts and its waiver thereof; and it understands that a conflict may arise in the future that may require additional disclosures and waiver, or alternatively, withdrawal by this firm of representation of the County. Additionally, the County confirms that it will take the opportunity to retain independent counsel in the event it has any reservations regarding our concurrent representation of its interests, the issues arising from that representation, and/or the waiver of these potential conflicts of interest.

Sincerely,

Linebarger Goggan Blair & Sampson, LLP

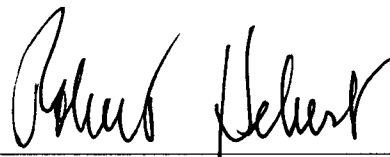
By: 
Anthony W. Nims

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Waiver of Conflict

By signing this letter, I acknowledge that I, as County Judge of Fort Bend County, have been authorized to execute this letter on behalf of the County, and that the County has been informed of the potential conflicts of interest that may arise in connection with the representation by Linebarger Goggan Blair & Sampson, LLP, of multiple clients, including itself, in the lawsuit styled Erma Lee Harris, et al, vs. Fort Bend Appriaisal District, et al. The County knowingly and voluntarily consents to the concurrent representation by Linebarger Goggan Blair & Sampson, LLP., and further expressly acknowledge that it has been advised that it has the right to seek independent legal counsel in connection with the advisability of waiving such conflict, and that it has had the reasonable opportunity to do so.

Dated: October 13, 2014.



Robert Hebert, County Judge
Approved by Commissioners Court
on June 24, 2014

Approved As To Legal Form:

Ray Coudry 10/1/2014
Asst. County Atty. Date