

## REPRESENTATION AGREEMENT

This representation agreement is entered into by the Mountain Association, Kentuckians for the Commonwealth, Kentucky Solar Energy Society, and Metropolitan Housing Coalition ("the clients"), and the Kentucky Resources Council ("Council"). The subject matter of the agreement is the Council's representation of the clients in matters relating to Public Service Commission Case No. 2020-00349 *In the Matter of Electronic Application of Kentucky Utilities Company for An Adjustment Of Its Electric Rates, A Certificate of Public Convenience and Necessity To Deploy Advanced Metering Infrastructure, Approval of Certain Regulatory And Accounting Treatments, And Establishment Of A One-Year Surcredit*, and Case No. 2020-00350 *In the Matter of Electronic Application of Louisville Gas And Electric Company for An Adjustment Of Its Electric and Gas Rates, A Certificate of Public Convenience and Necessity To Deploy Advanced Metering Infrastructure, Approval of Certain Regulatory And Accounting Treatments, And Establishment Of A One-Year Surcredit*.<sup>1</sup>

The Council's representation is limited to representation of the clients as Joint Intervenors in all proceedings before the Public Service Commission related to Cases No. 2020-00349 and 2020-00350. Any decision on representation following issuance of a final Order by the Public Service Commission in the case will be separately discussed.

## SCOPE OF REPRESENTATION AGREEMENT

The Council agrees to provide legal representation without charge to the clients in connection with Cases No. 2020-00349 and 2020-00350 (the "covered matter"). The primary person representing you in this matter will be Tom FitzGerald, ("your attorney") however, other attorneys, law clerks, interns, or other staff employed by the Council or volunteer lawyers for the Council may also work on your case from time to time.

In agreeing to provide legal representation, your attorney shall take such action as may be necessary, in the professional judgment of counsel, to further the clients' interests. Your attorney will not

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<sup>1</sup> It is assumed that both cases will be subject to discovery and hearing in tandem, and that the clients will collaborate on both cases and will share witness(es) in both cases. For standing purposes, Mountain Association will intervene in the KU case only, and Metropolitan Housing Coalition will intervene in the LG &E case only.

advocate any position which, in his opinion, is not well supported in law as well as fact or otherwise lacks a reasonable prospect of success.

#### LAWYER-CLIENT LIAISON

Josh Bills shall act as the client liaison between the Mountain Association and the Council and your attorney for purposes of the covered matter. Andy McDonald shall act as the client liaison between the Kentucky Solar Energy Society and the Council and your attorney for purposes of the covered matter. Catherine Clement shall act as the client liaison between the Kentuckians for the Commonwealth and the Council and your attorney for purposes of the covered matter. Catherine Kuhn shall act as the client liaison between the Metropolitan Housing Coalition and the Council and your attorney for purposes of the covered matter. In such capacity, the client liaisons will (1) coordinate with their organization Board or any committee designed to coordinate the clients' position with respect to this matter, and make any necessary decisions on behalf of the client concerning the conduct of the covered matter, when matters needing the client's attention are presented for resolution; and (2) assist in obtaining any information needed by the Council and your attorney for effective conduct of the covered matter.

#### RESPONSIBILITY FOR FEES AND EXPENSES

The clients understand that the legal services provided by your attorney are paid for by the Council. Clients understand that the Kentucky Resources Council, Inc., is a non-profit environmental advocacy organization with 501(c)(3) tax-exempt status that provides legal and technical assistance at no charge to individuals, community groups, and local government throughout the Commonwealth of Kentucky, free of charge, and that Tom FitzGerald is Director of that organization. Clients understand further that while the Council pays the salary of the attorneys, it is the attorney, in consultation with you as outlined in this Representation Agreement, and *not* the Council Board, donors, or membership that in any way direct or influence the manner in which you will be represented and/or the outcome and disposition of your case or any decisions or advice provided clients.

The Clients agree to pay expenses for copies, postage, hearing transcript, and supplies required in connection with the covered matter. The Clients also agree to cover the cost of any expert witnesses retained to assist in analysis and testimony regarding the covered matter, including travel-related expenses.

## SETTLEMENT

A. The clients shall be promptly informed of all offers to settle the covered litigation, and client liaisons are expected to participate in any informal conference that may be scheduled in the covered matter. No settlement of the clients' position will be made without its authorization.

B. However, it is understood and agreed that your attorney may resolve disputes on routine procedural matters (including but not limited to motions for extension of time, or to exceed the page limits) without consulting the clients.

## RESOLUTION OF POTENTIAL CONFLICTS OF INTEREST

Each client agrees to participate as a Joint Intervenor with the other client organizations in Case No. 2020-00349 and 2020-00350, and to coordinate all filings, including but not limited to testimony, data requests and responses to data requests, in the covered matter.

Each client recognizes that there may be instances in which there are disagreements between or among the clients regarding a particular position relative to the issues in Cases No. 2020-00349 and 2020-00350, and that absent a mechanism for resolution of such conflicts, the Council and your attorney would be required to withdraw from representation. The clients have each agreed to this conflict resolution process: (1) the client liaisons will confer and attempt to reach consensus regarding the coordinated position of the Joint Intervenors and (2) failing such consensus, the majority vote of the client liaisons will determine the position of the Joint Intervenors.

## TERMINATION OF AGREEMENT

Each client has the unqualified right to terminate the Council's and your attorney's representation of you in this matter at any time. Termination must be made in writing. The Council reserves the right to withdraw from representation if, as the clients, any of you become unreasonably uncooperative, make morally questionable requests, or for other reasons where withdrawal is ethically permissible.

## AGREEMENT CONSTITUTES ENTIRE CONTRACT

This Agreement constitutes the entire contract for legal services between the parties. Any modification of the contract shall be in writing and signed by each party. This Agreement may be signed in counterparts, and an electronic signature shall suffice as evidence of agreement. Each signatory warrants that they have the authority to bind the client organization to the terms of this Agreement.



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Thomas FitzGerald, Director  
Kentucky Resources Council, Inc.

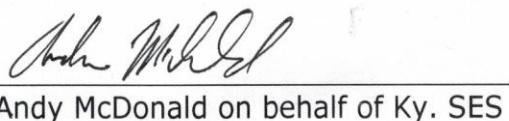
Date: 12/21/20

I, Josh Bills, have read and understand the terms of this agreement and acknowledge that this agreement was discussed and is an accurate reflection of the attorney-client relationship in this matter.



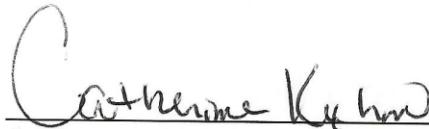
Josh Bills on behalf of Mountain Association

I, Andy McDonald, have read and understand the terms of this agreement and acknowledge that this agreement was discussed and is an accurate reflection of the attorney-client relationship in this matter.



Andy McDonald on behalf of Ky. SES

I, Catherine Kuhn, have read and understand the terms of this agreement and acknowledge that this agreement was discussed and is an accurate reflection of the attorney-client relationship in this matter.

  
Catherine Kuhn  
Catherine Kuhn on behalf of Metropolitan  
Housing Coalition

I, Catherine Clement, have read and understand the terms of this agreement and acknowledge that this agreement was discussed and is an accurate reflection of the attorney-client relationship in this matter.

  
Catherine Clement  
Catherine Clement, on behalf of Kentuckians  
For the Commonwealth

I, Andy McDonald, have read and understand the terms of this agreement and acknowledge that this agreement was discussed and is an accurate reflection of the attorney-client relationship in this matter.

A handwritten signature in black ink that reads "Andy McDonald". The signature is fluid and cursive, with "Andy" on top and "McDonald" below it, though the two words are somewhat connected.

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On behalf of Kentucky Solar Energy Society

Date: August 11, 2020

I, Nikita Perumal, have read and understand the terms of this agreement and acknowledge that this agreement was discussed and is an accurate reflection of the attorney-client relationship in this matter.



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On Behalf of Kentuckians For The Commonwealth

Date: 8/11/20