

STATE OF TEXAS

REQUEST TO RETAIN

Page 1 of 3

Request

Request ID

2025-473-0038

Original Submitted Date

November 21, 2024

Start Date

December 1, 2024

End Date

August 31, 2025

Last Submitted Date

November 21, 2024

Response Date

December 1, 2024

Intellectual Property Exemption

No

Source of All Funds

general appropriations

Requesting Agency

Requester

Jena Abel

Requester Email

jena.abel@puc.texas.gov

Agency

Public Utility Commission of Texas

Agency Code

473

Agency Address

1701 N. Congress Ave., 7th Floor
Austin, Texas 78701

Invoices Address

1701 N. Congress Ave., 7th Floor
Austin, Texas 78701

Designated Attorney Name

Jena Abel

Designated Attorney Phone

512-936-7144

Designated Attorney Email

jena.abel@puc.texas.gov

Authorized Agency Signatory Name

Connie Corona

Authorized Agency Signatory Title

Executive Director

Authorized Agency Signatory Email

connie.corona@puc.texas.gov

Law Firm

Law Firm

Caso Law Firm, PLLC

Law Firm Address

P.O. Box 705
Santa Rosa, TX 78593

Notices Address

P.O. Box 705
Santa Rosa, TX 78593

Law Firm Tax ID

45-5054986

Lead Attorney Name

Jose Luis Caso

Authorized Law Firm Signatory Name

Jose Luis Caso

Authorized Law Firm Signatory Title

Jose Luis Caso

Authorized Law Firm Signatory Email

jcaso@caso.law

CONTINUATION**REQUEST TO RETAIN**

Page 2 of 3

Contract Terms**Anticipated Legal Costs**

\$26,200.00

Max Daily Meal Allowance Rates

\$0.00

Agency Pays Travel Time

No

Employee Travel Description

Agency will not pay travel rates.

Contingency**Contingency Fee Contract**

No

Scope of Services**Enter Text Scope of Services**

No

Fees**Billing Type**

Flat Rates Only

Billing**Biling Type**

Other

Billing Description

flat rate

Litigation**Litigation Services Requested**

No

OAG Discussions**Discussed with OAG**

No, I have NOT discussed with OAG

Reason for No OAG Discussions

HB 1510 (87th R.S.) directs the creation of the Texas Electric Utility System Restoration Corporation as a special purpose public, nonprofit corporation to provide a lower-cost, supplemental financing mechanism subject to regulation by the PUCT and available to electric utilities operating outside of the ERCOT power region. The purpose of the Corporation is to allow eligible electric utilities to obtain timely recovery of system restoration costs through securitization and the issuance of transition or system restoration bonds by an issuer other than the electric utility or a special purpose entity affiliated with the electric utility. The PUCT needs experienced outside counsel to stand up this program. The services to be provided are sufficiently niche and unique.

Request for Qualifications**RFQ Posted**

Yes, RFQ was posted

RFQ Posting Date

July 14, 2024

RFQ Posting Location

Electronic State Business Daily

CONTINUATION

REQUEST TO RETAIN

Existing or Expired Contract(s)

Existing or Expired Contract(s)

No

Files Attached

Addendum A - Scope of Services

Addendum B - Fee Schedule

Affirmation Statement

Conflicts Disclosure

Eligibility to Practice Law

OUTSIDE COUNSEL CONTRACT

OAG Contract No. 2025-473-0038

This Agreement, including all Addenda (incorporated herein by reference), is hereinafter referred to as the “Outside Counsel Contract,” “Contract” or “OCC.” This Outside Counsel Contract is made and entered into by and between the Public Utility Commission of Texas (“Agency”) and Caso Law Firm, PLLC (“Outside Counsel”). The term “Parties” as used in this OCC refers to Agency and Outside Counsel and does not include the Office of the Attorney General of Texas (“OAG”). This OCC is made and entered into with reference to the following facts:

INDUCEMENTS

Whereas, Agency requires the assistance of outside legal counsel in carrying out its responsibilities;

Whereas, Agency has received prior approval from the OAG to contract for outside legal services; and

Whereas, Outside Counsel desires to provide legal services to Agency, subject to the authority of the OAG.

AGREEMENT

Now, therefore, in consideration of the inducements, covenants, agreements, and conditions herein contained, the Parties agree as follows:

Section 1. Purpose/OAG Approval.

1.1 Purpose. Outside Counsel shall provide legal services to Agency, as described in Addendum A. Outside Counsel and Agency understand and agree to the OAG’s continuing authority and right to expand or limit the scope of legal services provided by Outside Counsel to Agency.

1.2 OAG Approval. The Texas Attorney General’s, or his Designee’s, signature on this OCC represents the OAG’s approval of Outside Counsel serving as legal counsel to Agency during the term of, and for the purposes expressed in, this OCC. Consistent with Section 402.0212 of the Texas Government Code, the OAG may withdraw, modify, or expand this approval at any time.

1.2.1 Litigation. Outside Counsel shall not represent Agency in any litigation unless Addendum A specifically and unambiguously authorizes litigation in a particular matter. If Addendum A does not specifically authorize Outside Counsel’s representation of Agency in a particular litigation matter and Agency requires such representation, Agency must request and receive OAG approval of a new Outside Counsel Contract for litigation, before filing or responding to litigation matters. If Addendum A specifically authorizes litigation in a particular matter, Outside Counsel has the duty to promptly notify Agency and the OAG of the desirability or likelihood of an appeal.

1.2.2 Appellate Matters. Irrespective of any authorization to engage in litigation in this OCC, or in a writing outside of this OCC, Outside Counsel is not authorized to proceed on any appeal, in any capacity, whether interlocutory or otherwise, whether as appellant, appellee, respondent, applicant, or otherwise, without first obtaining the written permission of the Texas Attorney General, First Assistant Attorney General, or Solicitor General.

1.2.3 Prohibited Subject Matters. Outside Counsel is *only* permitted to represent or advise Agency in “environmental, social, and/or governance” (ESG) type matters or “diversity, equity, and/or inclusion” (DEI) type matters if expressly authorized in Addendum A and only in compliance with state laws as reflected in the written certifications identified in Addendum C.

1.2.4 OAG Review of Outside Counsel Invoice and Release of Payment. In addition to approval from the OAG to contract for legal services, unless the OAG has granted an exemption, Outside Counsel invoices must be reviewed and approved by the OAG pursuant to Subsection 402.0212(b) of the Texas Government Code and Title 1, Chapter 57 of the Texas Administrative Code prior to issuance of any payment by Agency to Outside Counsel.

Section 2. OCC Term.

This OCC shall commence on 12/1/2024, and shall terminate on 8/31/2025 (hereinafter “OCC Term”), unless terminated earlier pursuant to Section 7 of this OCC. The OCC Term may not be extended except by amendment pursuant to Section 8.12 of this OCC.

Section 3. Obligations of Outside Counsel.

3.1 Duties. Outside Counsel shall provide the professional legal services to Agency as described in Addendum A. Outside Counsel shall represent Agency and otherwise provide the professional legal services described in Addendum A with due professional care as required by applicable law, regulations, and disciplinary rules.

3.2 Staff. Outside Counsel is expected to perform valuable services for Agency, and the method and amount or rate of compensation are specified in Section 5 and Addendum B of this OCC. Outside Counsel staff and employees are expected to perform work of a type commensurate with their professional titles. Outside Counsel agrees that any person employed or engaged by Outside Counsel and who assists in performing the services agreed to herein shall not be considered employees or agents of Agency or the State of Texas.

3.3 Public Information, Confidentiality and Privilege. Outside Counsel acknowledges that information created or exchanged in the course of representation of a governmental body may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code, and may be subject to required disclosure in a publicly accessible format pursuant to Section 2252.907 of the Texas Government Code. Outside Counsel will exercise professional judgment and care when creating documents or other media intended to be confidential or privileged attorney-client communications or work product that may be subject to disclosure under the Public Information

Act (e.g., invoices where incidental notation may tend to reveal litigation strategies or privileged information). Outside Counsel shall mark confidential or privileged attorney-client communications or work product as confidential or privileged. This Subsection shall not be interpreted to limit Outside Counsel's duty to provide full disclosure to Agency (and the OAG as applicable) in Outside Counsel's judgment in order to represent Agency with all due professional care and as required by applicable law or disciplinary rules.

3.4 Status. Pursuant to the standard of professional care owed to the Agency, Outside Counsel shall endeavor to keep Agency fully informed about all material matters relating to legal services provided under this OCC.

3.5 Subcontracting Authority. In the event Outside Counsel determines it is necessary or expedient to subcontract for any of the performances herein, or in support of any of those performances, Outside Counsel may enter into such subcontract(s) after obtaining express written approval from Agency. If Outside Counsel purports to enter into a subcontract without express written approval from Agency, the Parties agree that such contract shall be voidable at the option of Agency, and that Outside Counsel shall have no recourse against Agency, the OAG, or the State of Texas for any direct or indirect costs, damages, or any other expenses related to the subcontractor. The Parties agree that all such subcontracts entered into by Outside Counsel are subject to Section 4 (Liability), Subsection 5.2 (Reimbursement of Expenses), Subsection 5.3 (Subcontractor Payments), Subsection 6.2 (Subcontractor Invoices), and Subsection 6.5 (Supporting Documents, Right-to-Audit, and Inspection of Records) of this OCC. Furthermore, if Outside Counsel elects to enter into a subcontract for any legal services, then the Parties agree that Agency shall not be liable to Outside Counsel for any rates or rate ranges greater than, or inconsistent with, the highest rate or rate range specified in Addendum B unless prior written approval is obtained from Agency and the OAG. Any subcontracted legal counsel also must comply with Subsections 5.5 (Administrative Staff/Clerks) and 8.8 (Conflict of Interest) of this OCC.

Outside Counsel agrees to comply with all state and federal laws applicable to any subcontractors, including, but not limited to, laws regarding wages, taxes, insurance, historically underutilized businesses, and workers' compensation.

In no event shall this Section or any other provision of this OCC be construed as relieving Outside Counsel of the responsibility for ensuring that all services rendered under this OCC, and any subcontracts thereto, are rendered in compliance with all of the terms of this OCC. Subcontracted legal counsel shall not be third party beneficiaries of this OCC, nor shall they have any right to enforce the terms of this OCC as to Agency.

Section 4. Liability.

4.1 Limitation of Liability. Notwithstanding any other provision of this OCC, and consistent with the principles that Agency does not waive any immunity or impose financial liability on itself beyond that expressly permitted by law, the Parties stipulate and agree that Agency's total liability to Outside Counsel, and for payment of all consideration for the full, satisfactory, and timely performance of all of Outside Counsel's duties, responsibilities, and obligations, including without

limitation, for (i) professional fees, and (ii) reimbursement of any costs and expenses incurred, if any, as set forth in this OCC or any other liability whatsoever arising out of any performance herein shall not exceed:

\$ 26,200.00 **for this OCC Term.**

The Parties further stipulate and agree that any act, action, or representation by either Party, their agents, or their employees that purports to increase the liability of Agency is voidable by the OAG, unless this OCC is amended to modify this limitation of liability. Outside Counsel agrees that the OAG, the State of Texas and its agencies (other than Agency) shall have no liability arising out of this OCC, or in connection with the services of this OCC, to Outside Counsel.

4.2 Subject to Appropriation. The Parties acknowledge and agree that nothing in this OCC will be interpreted to create a future obligation or liability in excess of the funds appropriated to Agency.

Section 5. Compensation/Expenses.

5.1 Fees to Outside Counsel. Subject to the limitation of liability set out in Subsection 4.1 above and consistent with Title 1, Chapter 57 of the Texas Administrative Code, Agency agrees to pay Outside Counsel in consideration of full and satisfactory performance of the legal services under this OCC. Services for non-attorney timekeeper classifications listed on Addendum B, if applicable (e.g., paralegal, legal assistant, or patent agent), must be of a substantive legal nature in order to be paid or reimbursed. Outside Counsel agrees to the fee schedule as described in Addendum B.

5.1.1 Travel Billing Rate. As described in Addendum B, Agency will pay as a travel rate an amount not to exceed one-half (1/2) of an attorney's or paralegal's reasonable hourly rate under this OCC. In no event shall a travel rate exceed one-half (1/2) of the maximum hourly rate that is applicable to the attorney or paralegal.

5.2 Reimbursement of Expenses. Subject to the limitation of liability set out in Subsection 4.1 above, Agency will reimburse Outside Counsel for actual expenses incurred in the performance of the legal services described in Addendum A, if such expenses are reasonable and either necessary or advisable. Outside Counsel must provide copies of original receipts as evidence of actual expenditures. Limitations on the amount and type of reimbursement include the following, unless otherwise agreed upon by Agency in writing, in advance, and in accordance with Agency policy and relevant law:

5.2.1 Mileage. Agency will reimburse Outside Counsel for reasonable and necessary travel mileage at the per mile rate posted on the Texas Mileage Guide published online by the Texas Comptroller of Public Accounts pursuant to Section 660.043 of the Texas Government Code.

5.2.2 Meals. Agency will reimburse Outside Counsel for reasonable and necessary meal expenses at the rate of \$ 0.00 or actual expenses, whichever is less, for each timekeeper

as listed in Addendum B for each day requiring overnight travel and on the return day of travel. Agency will not reimburse Outside Counsel for the purchase of alcohol.

5.2.3 Lodging. Agency will reimburse Outside Counsel for reasonable and necessary lodging expenses. Texas lodging or overnight accommodations will be reimbursed at the lesser amount of the actual expense or \$200.00 per timekeeper, as listed in Addendum B, per night. Out-of-Texas lodging or overnight accommodations will be reimbursed at the lesser amount of the actual expense or \$250.00 per timekeeper, as listed in Addendum B, per night.

5.2.4 Airfare. Airfare will be reimbursed at the lesser amount of the actual expense or the regular published rates for airfares for commercial airlines. Agency will not reimburse Outside Counsel for expenses relating to first- or business-class airfare or any other expense related to premium or preferred airfare benefits.

5.2.5 Expert Services. Subject to Agency's prior approval, Agency will reimburse Outside Counsel for the reasonable and necessary cost of expert services.

5.2.6 Other Reimbursable Expenses. Agency will reimburse the actual cost for other expenses if Outside Counsel provides a reasonable and sufficient explanation of the nature and purpose of the charge and the charge is reasonable and either necessary or advisable.

5.2.7 Non-Reimbursable Expenses. Agency expects Outside Counsel to anticipate and include routine operating expenses and disbursements as part of overhead and, therefore, part of a basic hourly rate or flat rate. Accordingly, Agency will not reimburse Outside Counsel for any such routine operating expenses or disbursements, including but not limited to the following: routine copying and printing charges; fax charges; routine postage; office supplies; telephone charges unless related to teleconferencing services; local travel (within 20-mile radius of office including mileage, parking, and tolls) not relating to overnight travel; all delivery services performed by internal staff; electricity or other utilities; software costs or subscription fees; and internet or wireless access charges.

5.2.8 Gratuity. Agency will not reimburse Outside Counsel for tips or gratuities.

5.2.9 Reimbursement for Agency Employee Expenses. Agency will not reimburse Outside Counsel for the cost of expenses incurred by Agency employees.

5.2.10 No Mark-up. Outside Counsel may only be reimbursed for actual expenses. Outside Counsel shall not be reimbursed for any mark-up or other overhead costs.

5.3 Subcontractor Payments. Subject to the limitation of liability set out in Subsection 4.1 above and Agency's prior approval, Agency will reimburse Outside Counsel for the actual, reasonable and necessary expenses relating to Outside Counsel's use of subcontractors. Outside Counsel shall be responsible for any payments and other claims due to subcontractors for work performed under this OCC. Outside Counsel, in subcontracting for any performances or in support of any of the performances specified herein (e.g., expert services, local counsel, and other

services), expressly understands and agrees that Agency shall not be directly liable in any manner to Outside Counsel's subcontractor(s).

5.4 Legal Research. Agency will only reimburse Outside Counsel for its reasonable and necessary expenses relating to legal research.

5.5 Administrative Staff/Clerks. Agency will only pay for substantive legal work performed by attorneys or other qualified personnel, regardless of the job title or classification applicable to such individual. For purposes of this Contract, "substantive legal work" has the same meaning as defined by the Texas Paralegal Standards adopted by the Board of Directors of the State Bar of Texas. Agency will not pay for law clerks or interns, however classified, under any circumstances. Agency will not pay for administrative staff, such as secretarial support, librarians, case clerks, and accounting and billing clerks, for activities including but not limited to the following: overtime, file opening, file organization, docketing, and other administrative tasks; and preparation of billing, invoice review, budget preparation, and communications regarding same or any other accounting matter. The OAG will not approve payment of any invoice if OAG determines, in its sole discretion, that the invoice includes a request for payment for services or expenses incurred that are administrative, clerical, or any other form of services other than substantive legal work.

5.6 Training. Agency will not pay for the education or training of attorneys, paralegals, or other staff of Outside Counsel, including assigning such staff on a transient basis to an Agency matter.

Section 6. Invoices for Payment.

6.1 General. Agency and Outside Counsel agree to abide by the administrative rules adopted by the OAG governing the submission, review, and approval of invoices found at Title 1, Chapter 57 of the Texas Administrative Code. Agency and Outside Counsel understand and agree that no invoice shall seek reimbursement for services performed or expenses incurred in violation of the provisions of this OCC. Agency and Outside Counsel further understand and agree that the OAG will not approve payment of any invoice if the OAG determines, in its sole discretion, that the invoice includes a request for payment for services that are prohibited by this OCC.

6.1.1 Billing Period. The billing period is the interval (e.g., monthly) which determines the frequency Outside Counsel will submit invoices to the Agency. The billing period for this OCC is specified in Addendum B. Unless otherwise specified in Addendum B of the Contract, a billing period defined as "monthly" shall begin with the first day of the calendar month and end with the last day of the calendar month.

6.1.2 Billable Time. Agency will only pay for the services of individuals and timekeeper classifications identified in Addendum B. All time must be billed in one-tenth hour or one-quarter hour increments and must reflect only actual time spent. Tasks referencing correspondence and filings must describe the document received or authored. Agency expects to be billed for the actual time it takes to modify standardized forms, filings, and/or correspondence for use on the matter being billed. Agency will not reimburse Outside Counsel for the time it originally took to prepare any such standardized documents. Agency will not pay for review, execution, and processing of the OCC and submission of invoices.

6.1.3 Submission of Invoices by Outside Counsel. Outside Counsel must submit invoices to Agency for review within one calendar month from the end of the relevant billing period covered by the invoice. Outside Counsel must submit invoices to Agency at:

Public Utility Commission of Texas
1701 N. Congress Ave., 7th Floor
Austin, Texas 78701

6.1.4 Attorney General Review of Invoices. Agency shall submit invoices received from Outside Counsel to the OAG for review and approval, in accordance with Texas Government Code Section 402.0212(b). Agency must submit invoices and other related information to the OAG in the manner identified by the OAG on its website:

<https://www.texasattorneygeneral.gov/divisions/general-counsel/outside-counsel-contracts>

If Agency fails to comply with the requirements of Section 402.0212 of the Texas Government Code in its submission of invoices to the OAG for review, such invoices may not receive approval from the OAG.

Any invoices submitted directly to the OAG by Outside Counsel will not be reviewed. Outside Counsel must submit its invoices directly to Agency, in accordance with Subsection 6.1.3 of this OCC.

6.2 Subcontractor Invoices. Subcontractor(s) shall directly invoice Outside Counsel, and Outside Counsel shall then invoice Agency for the work performed. The actual work performed by subcontractor shall be specifically identified in the invoice supported by attached documentation.

6.3 Prompt Payment. Payments to Outside Counsel by Agency under this OCC shall be in compliance with Chapters 402 and 2251 of the Texas Government Code and Title 34, Chapter 20, Subchapter F of the Texas Administrative Code.

6.4 Administrative Fee. Outside Counsel agrees that, pursuant to Subsection 402.0212(c) of the Texas Government Code and Title 1, Chapter 57 of the Texas Administrative Code, a non-refundable administrative fee is due to the OAG for the review of Outside Counsel invoices. This fee is due within 30 days of the OAG's approval of this OCC and for each biennium thereafter for the duration of the OCC Term. In the event that Outside Counsel fails to timely submit to the OAG the required administrative fee, any invoices shall be deemed incorrect and incomplete and not eligible for payment. Outside Counsel may not charge, or seek reimbursement from, the Agency for the payment of the administrative fee.

Checks or money orders must be made payable to the "Office of the Attorney General" and reference the identifying OCC number assigned by the OAG. Outside Counsel must submit the administrative fee to the following address:

Outside Counsel Invoice
Office of the Attorney General
P.O. Box 13175
Austin, TX 78711-3175

6.5 Supporting Documents, Right-to-Audit, and Inspection of Records.

6.5.1 Duty to Maintain Records. Outside Counsel shall maintain adequate records to support its charges, procedures, and performances to Agency for all work related to this OCC. Outside Counsel shall also maintain such records as are deemed necessary by Agency, the OAG, the State Auditor's Office, or federal auditors if federal funds are used to pay Outside Counsel, to ensure proper accounting for all costs and performances related to this OCC.

6.5.2 Records Retention. Outside Counsel shall retain, for a period of at least seven (7) years after the later of (i) the expiration or termination of this OCC or (ii) the resolution of all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving this OCC, such records as are necessary to fully disclose the extent of services provided under this OCC, including but not limited to any daily activity reports, time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

6.5.3 Inspection of Records and Right to Audit. Outside Counsel shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to Agency or the State of Texas' property, services performed, and charges, such as work papers, reports, books, data, files, software, records, and other supporting documents pertaining to this OCC, for purposes of inspecting, monitoring, auditing, or evaluating by Agency, the State of Texas, or their authorized representatives. Outside Counsel shall cooperate with auditors and other authorized Agency and State of Texas representatives and shall provide them with prompt access to all of such property as requested by Agency or the State of Texas.

6.5.4 State Auditor. In addition to and without limitation on the other audit provisions of this OCC, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of Outside Counsel or any other entity or person receiving funds from the State of Texas directly under this OCC or indirectly through a subcontract under this OCC. The acceptance of funds by Outside Counsel or any other entity or person directly under this OCC, or indirectly through a subcontract under this OCC, acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, Outside Counsel or any other entity or person that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. Outside Counsel further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Outside Counsel shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through Outside Counsel, and the requirement to cooperate, is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit,

excerpt, and transcribe any pertinent books, documents, working papers, and records of Outside Counsel related to this OCC.

Section 7. Termination

7.1 Convenience of the State. Agency has the right to terminate this OCC, in whole or in part, without penalty, by notifying Outside Counsel in writing of such termination prior to the effective date of such termination. Such notification of termination shall state the effective date of termination. In the event of such termination, Outside Counsel shall, unless otherwise mutually agreed upon in writing, cease all services immediately, except such services that are necessary to wind-up, in a cost-effective manner, all services being provided. Subject to Section 4 of this OCC, Agency shall be liable for payments for all services performed under this OCC up to the effective date of termination, plus any necessary services to cost effectively wind-up.

In the event the OAG withdraws its approval of this OCC during the OCC term, then Agency, in consultation with the OAG, shall terminate this OCC for convenience.

7.2 Cause/Default. In the event that Outside Counsel commits a material breach of this OCC, Agency may, upon written notice to Outside Counsel, immediately terminate all or any part of this OCC. Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law, or under this OCC.

7.3 Rights Upon Termination or Expiration. Upon expiration or termination of this OCC for any reason, Outside Counsel shall, subject to Outside Counsel's professional obligations, immediately transfer to Agency all information and associated work products prepared by Outside Counsel or otherwise prepared for Agency pursuant to this OCC, in whatever form such information and work products may exist, to the extent requested by Agency. At no additional cost to Agency and in any manner Agency deems appropriate in its sole discretion, Agency is granted the unrestricted right to use, copy, modify, prepare derivative works from, publish, and distribute any component of the information, work product, or other deliverable made pursuant to this OCC.

7.4 Remedies and No Implied Waiver. Notwithstanding any exercise by Agency of its rights of early termination, Outside Counsel shall not be relieved of any liability to Agency for damages due to Agency by virtue of any breach of this OCC by Outside Counsel or for amounts otherwise due Agency by Outside Counsel. Additionally, any failure by Agency to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities detailed in this OCC or otherwise available to Agency by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

7.5 Termination by Outside Counsel. Consistent with applicable rules of professional conduct, Outside Counsel may terminate this OCC upon reasonable notice for (i) material breach by Agency; or (ii) if such applicable rules of professional conduct require such withdrawal.

Section 8. General Terms and Conditions.

8.1 Independent Contractor. Outside Counsel agrees and acknowledges that during the OCC Term, Outside Counsel and Outside Counsel's subcontractors are independent contractors of Agency or the State of Texas and are not employees of Agency or the State of Texas.

8.1.1 Responsibility for Acts and Omissions. Outside Counsel will be solely and entirely responsible for its acts and omissions and the acts and omissions of its agents, employees, subcontractors, and representatives in the performance of this OCC.

8.1.2 Responsibility for Employee Costs. Outside Counsel agrees and acknowledges that during the OCC Term, Outside Counsel shall be entirely responsible for the liability and payment for Outside Counsel or Outside Counsel's employees or assistants, of all taxes of whatever kind, arising out of the performance of this OCC. Other than the payments described in this OCC, Outside Counsel agrees and acknowledges that Outside Counsel or Outside Counsel's employees or assistants shall not be entitled to any State benefit on account of the services provided hereunder. Agency shall not be liable to Outside Counsel, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation, or any benefit due to a state employee. If Agency or the State of Texas shall nonetheless become liable for such payments or obligations, Outside Counsel shall promptly pay or reimburse Agency or the State of Texas for such liability or obligation.

8.2 Assignment of OCC. Outside Counsel may not assign this OCC, or assign any right or delegate any duty under this OCC, and any attempted assignment in violation of this provision is void and without effect.

8.3 Survival. The obligations of Outside Counsel under the following Sections and Subsections shall survive the termination or expiration of this OCC: 3.3, 4, 5, 6.5, 7.1, 7.3, 7.4, 8.3, 8.7, 8.11, 8.13, and Addendum C, Section 8.

8.4 Copyright/Intellectual Property. Outside Counsel shall take reasonable measures to protect Agency from material risks of Agency liability known to, or reasonably anticipated by, Outside Counsel for any copyright or patent infringement or disclosure of trade secrets resulting from the use of any equipment, materials, information, or ideas furnished by Outside Counsel pursuant to this OCC (other than equipment, materials, information, or ideas supplied or required by Agency or its employees or other agents). Outside Counsel and Agency agree to furnish timely written notice to each other, and to the OAG, of any claim of copyright, patent, trade secret, or other intellectual property infringement arising out of services under this OCC.

8.5 Media Releases or Pronouncements. Outside Counsel understands that the OAG and Agency do not endorse any vendor, commodity, or service. Outside Counsel, its employees, representatives, agents, or subcontractors may not participate in any media event or news interview, or issue any media release, advertisement, social media post, publication, editorial, article, or public pronouncement that pertains to this OCC or the services or project to which this OCC relates, or that mentions the OAG or Agency, without the prior written approval of the OAG and Agency.

8.6 Written Notice Delivery. Any notice required or permitted to be given under this OCC by one Party to the other Party shall be in writing. Such notice shall be, (i) deemed to have been given immediately if delivered in person to the recipient’s address set forth in this Subsection; (ii) two business days from the date shown it was sent by express or priority commercial package delivery service; or (iii) if sent through the United States Postal Service (postage prepaid) by registered or certified mail with return receipt requested on the date of the USPS certificate of receipt.

8.6.1 Outside Counsel’s Address. The address for Outside Counsel for all purposes under this OCC and for all notices hereunder shall be:

Caso Law Firm, PLLC
P.O. Box 705
Santa Rosa, TX 78593

8.6.2 OAG’s and Agency’s Addresses. The addresses for the OAG and Agency for all purposes under this OCC, except as provided by Subsection 6.4, and for all notices hereunder shall be:

<u>Agency Address</u>	<u>OAG Address</u>
Public Utility Commission of Texas 1701 N. Congress Ave., 7th Floor Austin, Texas 78701	Outside Counsel Contract Coordinator Office of the Attorney General General Counsel Division (MC 074-1) Post Office Box 12548 Austin, Texas 78711-2548

8.7 Dispute Resolution. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by Agency and by Outside Counsel to attempt to resolve any claim for breach of this OCC made by Outside Counsel.

Outside Counsel’s claims for breach of this OCC, that the Parties cannot resolve in the ordinary course of business, shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Texas Government Code. To initiate the process, Outside Counsel shall submit written notice, as required by Subchapter B, to the Agency’s contact with a copy to the First Assistant Attorney General or designee. Said notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of Outside Counsel and Agency otherwise entitled to notice under this OCC. Compliance by Outside Counsel with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Texas Government Code.

8.8 Conflict of Interest.

8.8.1 Payment Limitations. Neither local funds nor funds appropriated by the General Appropriations Act may be expended to pay the legal fees or expenses of Outside Counsel in

representing Agency in any matter if Outside Counsel is representing a plaintiff in a proceeding seeking monetary damages from the State of Texas or any of its agencies. For these purposes, “proceedings seeking monetary damages” do not include actions for tax refunds, compensation for exercise of eminent domain authority, or reimbursement of costs of litigation and attorney’s fees.

In addition to the ongoing conflict of interest requirements included in Subsection 8.8.2 below, neither local funds nor funds appropriated by the General Appropriations Act may be used to pay the legal fees or expenses of Outside Counsel under this OCC if Outside Counsel currently represents, has represented in the six months preceding this OCC, or will represent in the six months following the termination of this OCC, a client before Agency.

8.8.2 Ongoing Disclosure Obligations. Outside Counsel shall regularly conduct conflicts analyses on its interests and those of its clients and any subcontractor and immediately disclose, in writing, to Agency and the OAG any actual or potential conflict with respect to Agency, OAG, or the State of Texas.

Outside Counsel has a continual and ongoing obligation to immediately notify the OAG and Agency, in writing, upon discovery of any actual or potential conflict to Agency, the OAG, or the State of Texas.

8.9 Taxes. This OCC shall not be construed so as to supersede the laws of the United States or the State of Texas that accord the State of Texas, Agency, and all departments, agencies, and instrumentalities of the State of Texas exemptions from the payment(s) of all taxes of whatever kind. To the extent allowed by law, Agency will provide, upon the request of Outside Counsel during this OCC Term, all applicable tax exemption documentation.

8.10 Signatories. Having agreed to the terms herein, the undersigned signatories hereby represent and warrant that they have authority to enter into this OCC and are acting in their official capacities.

8.11 Applicable Law; No Waiver of Immunity; Exclusive Jurisdiction and Venue. This OCC is made and entered into in the State of Texas, and this OCC and all disputes arising out of or relating to this OCC shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Outside Counsel agrees that Agency and the State of Texas do not waive any immunity (including, without limitation, state or federal sovereign immunity). Outside Counsel further agrees that any properly allowed litigation arising out of or in any way relating to this OCC shall be commenced exclusively in a court of competent jurisdiction in Travis County, Texas. Outside Counsel thus hereby irrevocably and unconditionally consents to the exclusive jurisdiction of a court of competent jurisdiction in Travis County, Texas for the purpose of prosecuting or defending such litigation. Outside Counsel hereby waives and agrees not to assert: (i) that Outside Counsel is not personally subject to the jurisdiction of a court of competent jurisdiction in Travis County, Texas, (ii) that the suit, action or proceeding is brought in an inconvenient forum, (iii) that the venue of the suit, action or proceeding is improper, or (iv) any other challenge to jurisdiction or venue.

8.12 Amendments. This OCC, including addenda hereto, may be amended only upon written agreement signed by the Parties and approved by the OAG.

8.13 Severability/Interpretation. The fact that a particular provision in this OCC is held under any applicable law to be void or unenforceable in no way affects the validity of other provisions, and this OCC will continue to be binding on both Parties. Any provision that is held to be void or unenforceable will be interpreted by the Parties or the courts to be replaced with language that is as close as possible to the intent of the original provision so as to effectuate the purpose of this OCC. Any ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of this OCC.

8.14 Insurance Required. Outside Counsel certifies that it presently maintains malpractice insurance in an amount not less than Agency's limitation of liability under Section 4.1 of this OCC.

Outside Counsel agrees to maintain at least this amount of insurance coverage during this OCC Term. Further, Outside Counsel agrees to give notice to Agency and to the OAG in the event any amount of malpractice insurance is canceled. Outside Counsel also agrees to furnish to Agency or the OAG certified copies of such insurance policies when requested. Outside Counsel agrees that no claim by Agency and the State of Texas for damages resulting from breach of Outside Counsel's duties to Agency under this OCC shall be limited to the amount of malpractice insurance maintained by Outside Counsel.

8.15 Additional Terms and Order of Precedence. Any additional terms agreed to by Outside Counsel and Agency shall be electronically appended to this Contract and must be approved by the OAG. These terms shall not be inconsistent with or contrary to the Contract terms listed in Sections 1–8 and Addendum C of this OCC, and nothing in any additional terms or conditions shall remove or modify terms contained in Sections 1–8 and Addendum C. In the event of any conflict, ambiguity or inconsistency between any additional terms and conditions appended electronically hereto and Sections 1–8 and Addendum C of this Outside Counsel Contract, Sections 1–8 and Addendum C shall take precedence and control.

SIGNATURES FOLLOW

IN WITNESS THEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS OCC.

Caso Law Firm, PLLC

Public Utility Commission of Texas

DocuSigned by:

Jose Luis Caso

2A20077B5110406...

Jose Luis Caso

Lead Counsel

P.O. Box 705

Santa Rosa, TX 78593

Signed by:

Connie Corona

FC07DAF52260428...

Connie Corona

Executive Director

1701 N. Congress Ave., 7th Floor

Austin, Texas 78701

Tax ID# 45-5054986

Approved:

By the Office of the Attorney General of Texas

DocuSigned by:

Lesley French

D98CA6B070F6470...

Texas Attorney General or Designee

OUTSIDE COUNSEL CONTRACT

OAG Contract No. 2025-473-0038

Addendum A

Scope of Services

See the attached Scope of Services, which is attached hereto and incorporated herein by reference.

OUTSIDE COUNSEL CONTRACT

OAG Contract No. 2025-473-0038

Addendum B

Rates

Name(s) of Lead Counsel: Jose Luis Caso

Timekeeper Classification and Hourly rates (in dollars) not to exceed:

Please see the attached Rate Schedule, which is attached hereto and incorporated herein by reference.

Default Classification. In an invoice submitted for review to the OAG, if an Attorney, Paralegal, or Legal Assistant timekeeper is listed in the invoice, but not expressly referenced in this Addendum B, then that timekeeper may be billed at either the lowest applicable rate for an Attorney, Paralegal, or Legal Assistant listed in this Addendum B, or the hourly rate listed in the invoice, whichever is lower.

Billing Period. The billing period for this OCC shall be: **Other**
flat rate

Travel Rate. An attorney's travel rate may not exceed one-half of that attorney's hourly rate listed above. If no hourly rate is identified above or no travel rate(s) listed below, Outside Counsel may not charge Agency for time spent traveling on Agency matters.

Agency will not pay travel rates.

OUTSIDE COUNSEL CONTRACT

OAG Contract No. 2025-473-0038

Addendum C

Certifications and Warranties

By agreeing to and signing below, Outside Counsel hereby makes the following certifications and warranties:

- 1. Delinquent Child Support Obligations.** Outside Counsel certifies that it is not ineligible to receive any grant, loan, or payment under this OCC pursuant to Section 231.006 of the Texas Family Code and acknowledges that this OCC may be terminated and payment may be withheld if this certification is inaccurate.
- 2. Buy Texas.** With respect to any services purchased pursuant to this OCC, and pursuant to Section 21055.4441 of the Texas Government Code, Outside Counsel represents and warrants that it will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and within a comparable period of time when compared to non-Texas products and materials. This Subsection does not apply to Outside Counsel providing legal services located outside the State of Texas.
- 3. Gift to Public Servant.** Outside Counsel warrants that it has not given, nor does it intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the award of this OCC.
- 4. Franchise Tax.** Outside Counsel certifies that its Texas franchise tax payments are current, or that it is exempt from or not subject to such tax, consistent with Chapter 171 of the Texas Tax Code.
- 5. Outside Counsel License/Conduct.** Outside Counsel certifies that each attorney performing services under this OCC is an attorney in good standing under the laws of the State of Texas or the jurisdiction from which the attorney's representation primarily occurs. Outside Counsel will notify Agency in writing within one business day of any lapse in an assigned attorney's licensed status or any final disciplinary action taken against an assigned attorney. For the Lead Counsel(s) named in Addendum B, Outside Counsel will provide documentation of good standing from the state bar or the licensing authority of the jurisdiction in which the attorney resides and is licensed.
- 6. Debt to State.** Outside Counsel acknowledges and agrees that, to the extent Outside Counsel owes any debt (child support or other obligation) or delinquent taxes to the State of Texas, any payments Outside Counsel may be owed under this OCC may be applied by the Comptroller of Public Accounts toward any such debt or delinquent taxes until such debt or delinquent taxes are paid in full.

7. Prohibited Bids and Contracts. Under Section 2155.004 of the Texas Government Code, Outside Counsel certifies that it is not ineligible to receive this OCC and acknowledges that this OCC may be terminated and payment withheld if this certification is inaccurate.

8. Compliance with State Law Contracting Provisions. Agency and Outside Counsel certify that this OCC is compliant, and will remain compliant, with any and all applicable laws governing contracts involving the State of Texas or its agencies, including, but not limited to, Sections 572.054 (Representation by Former Officer or Employee of Regulatory Agency Restricted; Criminal Offense); 572.069 (Certain Employment for Former State Officer or Employee Restricted); 2252.901 (Contracts with Former or Retired Agency Employees); 2252.908 (Disclosure of Interested Parties); and 2261.252 (Disclosure of Potential Conflicts of Interest; Certain Contracts Prohibited) of the Texas Government Code.

9. Does not Boycott Israel. To the extent required by Section 2271.002 of the Texas Government Code, Outside Counsel certifies, by executing this OCC, that Outside Counsel either (i) meets an exemption criteria under Section 2271.002; or (ii) does not, and will not during the term of this OCC, boycott Israel. Outside Counsel further certifies that no subcontractor of Outside Counsel boycotts Israel or will boycott Israel during the term of this Contract. Outside Counsel agrees to take all necessary steps to ensure this certification remains true during the term of this OCC.

10. Foreign Terrorist Organizations. Outside Counsel certifies that neither Outside Counsel, nor any subcontractor of Outside Counsel, is a company under Section 2252.152 of the Texas Government Code with which Agency may be prohibited from contracting. Outside Counsel agrees to take all necessary steps to ensure this certification remains true during the term of this OCC.

11. Limitation on Abortion Funding. Outside Counsel acknowledges and agrees that, under article IX, Section 6.24 of the General Appropriations Act, 88th Leg., R.S. (2023), and except as provided by that Act, funds may not be distributed under this OCC to any individual or entity that: (1) performs an abortion procedure that is not reimbursable under the State of Texas' Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State of Texas' Medicaid program; or (3) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State of Texas' Medicaid program.

12. Contracting Information Responsibilities. Outside Counsel represents and warrants that, to the extent applicable, it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this OCC and Outside Counsel agrees that the OCC can be terminated if Outside Counsel knowingly or intentionally fails to comply with a requirement of that subchapter.

13. Excluded Parties. Outside Counsel certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions

with Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.

14. Executive Head of State Agency Affirmation. Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Outside Counsel represents that no person who served as an executive of Agency, in the past four (4) years, was involved with or has any interest in this OCC. If Outside Counsel employs, employed, or has used the services of a former executive of Agency, then Outside Counsel certifies that it has previously provided to Agency the following information: name of the former executive, the date of separation from the Agency, the position held with Outside Counsel, and the date(s) of employment with Outside Counsel.

15. No Conflicts of Interest. In addition to the conflict of interest requirements of Section 8.8 above, Outside Counsel represents and warrants that the provision of services or other performance under this Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety under applicable Texas law.

16. Prior Disaster Relief Contract Violation. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Outside Counsel certifies that the individual or business entity named in this OCC is not ineligible to be awarded this OCC and acknowledges that this OCC may be terminated and payment withheld if this certification is inaccurate.

17. Does not Discriminate Against Firearm and Ammunition Industries. Outside Counsel verifies that: (1) it does not, and will not for the duration of this OCC, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association. If circumstances relevant to this provision change during the course of this OCC, Outside Counsel shall promptly notify the Agency and the OAG.

18. Does not Discriminate Against Energy Companies. Outside Counsel verifies that: (1) it does not, and will not for the duration of the OCC, boycott energy companies. If circumstances relevant to this provision change during the course of this OCC, Outside Counsel shall promptly notify the Agency and the OAG.

19. COVID-19 Documentation. Pursuant to Texas Health and Safety Code Section 161.0085(c), a business in Texas may not require a customer to provide any documentation certifying the customer’s COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the business. Outside Counsel represents and warrants that it is in compliance with Texas Health and Safety Code, Section 161.0085 and is eligible, pursuant to that Section, to enter into a contract payable with state funds.

20. Critical Infrastructure Affirmation. To the extent applicable and pursuant to Texas Government Code Section 2274.0102, Outside Counsel certifies that neither it nor its parent company, nor any affiliate of Outside Counsel or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of a China, Iran, North Korea, Russia, or any other designated country, or (2) headquartered in China, Iran, North Korea, Russia, or any other designated country.

21. Human Trafficking Prohibition. Under Section 2155.0061 of the Texas Government Code, Outside Counsel certifies that the business entity named in this Contract is not ineligible to receive this OCC and acknowledges that this OCC may be terminated and payment withheld if this certification is inaccurate.

22. E-Verify Program. Outside Counsel certifies that it shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this OCC to determine the eligibility of: (i) all persons employed by Outside Counsel to perform duties within Texas; and (ii) all persons, including subcontractors, assigned by Outside Counsel to perform work pursuant this OCC within the United States of America.

23. Data Management & Security Controls. In accordance with Section 2054.138 of the Texas Government Code, Outside Counsel certifies that it will comply with any security controls required under this OCC and will maintain records and make them available to the Agency and the OAG as evidence of Outside Counsel's compliance with those required controls.

24. Disaster Recovery Plan. Upon request of the Agency or the OAG, Outside Counsel shall provide the Agency or the OAG with descriptions of its business continuity and disaster recovery plans.

25. Suspension and Debarment. Outside Counsel certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in this OCC by any state or federal agency (as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts, and the System for Award Management (SAM) maintained by the General Services Administration) and acknowledges that this OCC may be terminated and payment withheld if this certification is inaccurate or does not remain true during the term of this OCC.

26. Does not engage in Invidious Discrimination; No Quotas. Outside Counsel certifies that it does not, and will not for the duration of this OCC, invidiously or illegally discriminate on the basis of race, sex, or religious belief. Outside Counsel further certifies it will not institute any quota system based on race or sex as a basis for assigning work or making staffing decisions, whether such assignments or staffing decisions are related to this OCC and notwithstanding that such assignments or staffing decisions may be made at the request of another client.

27. False Statements. Outside Counsel represents and warrants that all statements and information in this OCC, and provided in connection with this OCC, are current, complete, true, and accurate. False statements or material misrepresentations during the performance of this OCC is a material breach of this OCC and may void this Contract.

SIGNATURE FOLLOWS

OUTSIDE COUNSEL

DocuSigned by:

Jose Luis Caso

2A20077B5110406
By: Jose Luis Caso

Title: Lead Counsel

12/23/2024 | 2:40 PM PST

Date

**Outside Counsel Contract
Addendum A
Scope of Services**

HB 1510 (87th R.S.) directs the creation of the Texas Electric Utility System Restoration Corporation (“Corporation”) as a special purpose public, nonprofit corporation to provide a lower-cost, supplemental financing mechanism subject to regulation by the Public Utility Commission of Texas (“PUCT”) and available to electric utilities operating outside of the ERCOT power region. The purpose of the Corporation is to allow eligible electric utilities to obtain timely recovery of system restoration costs through securitization and the issuance of transition or system restoration bonds by an issuer other than the electric utility or a special purpose entity affiliated with the electric utility. HB 1510 is codified as Subchapter J of Chapter 36 of the Public Utility Regulatory Act.

Overview. Outside Counsel must prepare and file all documentation necessary to create the Corporation and obtain federal tax-exempt status for the Corporation. Outside Counsel must also advise the PUCT on best practices for the operation of the Corporation in a manner consistent with the requirements of HB 1510.

1. Formation of Corporation and Operations Documents

1.1. Certificate of Formation. Upon the PUCT’s initial selection of at least three directors, Outside Counsel must prepare and file the Corporation’s certificate of formation and obtain confirmation that the Corporation has been formed as a Texas nonprofit corporation.

1.1.1. Appropriate Directors. Outside Counsel must provide written recommendations to the PUCT regarding the eligibility criteria for the directors of the Corporation. Specifically, Outside Counsel must identify minimum qualifications for persons who may serve as directors of the Corporation in light of the statutory functions of the Corporation. Outside Counsel must also identify disqualifying criteria for persons who may not serve as directors, including the conflict-of-interest provisions identified in paragraph 1.3.1 of this Scope of Services.

1.2. Bylaws. In consultation with PUCT staff, Outside Counsel must prepare bylaws of the Corporation that incorporate standard operating provisions for a Texas nonprofit entity and that satisfy the other statutory requirements described in HB 1510. The bylaws must incorporate grounds for the removal of a director that include the conflict-of-interest provisions identified in paragraph 1.3.1. of this Scope of Services.

1.3. Conflict of Interest Policies. In consultation with PUCT staff, Outside Counsel must prepare written conflict-of-interest policies to address disqualifying criteria for directors and professionals retained by the Corporation.

1.3.1. Directors. Outside Counsel must prepare a written policy describing conflicts of interest applicable to directors of the Corporation based upon their professional role or personal holdings and the fiduciary obligations of a Corporation director. The

**Outside Counsel Contract
Addendum A
Scope of Services**

conflict-of-interest policy must distinguish between conflicts that require an abstention from a Corporation vote and conflicts that require the removal of a director. Outside Counsel must also prepare a written conflict-of-interest acknowledgement form to be signed by the directors.

- 1.3.2. Professionals Retained by Corporation. Outside Counsel must prepare a written policy describing conflicts of interest applicable to professionals that the Corporation may seek to retain to undertake professional services on its behalf. This conflict-of-interest policy must prohibit the Corporation's retention of an individual or firm upon identification of a conflict of interest. Outside Counsel must also prepare a written conflict-of-interest acknowledgement form to be signed by any retained professional, with appropriate instruction for how to resolve a conflict of interest upon its discovery during any period for which the individual or firm provides services to, or on behalf of, the Corporation.
 - 1.4. Compensation and Reimbursement Policy. In consultation with PUCT staff, Outside Counsel must prepare a written policy describing the compensation, if any, for directors. The policy must describe the terms of reimbursement for any necessary travel associated with director service. The compensation and reimbursement policy must conform to the funding requirements in Texas Utilities Code § 36.453(c).
 - 1.5. Standard Meeting Minutes Form. Outside Counsel must provide a written template for recording meeting minutes of the Corporation.
 - 1.6. Corporate Practices and Requirements Memorandum. Outside Counsel must prepare a written memorandum describing all necessary activities to keep the Corporation in good standing and to maintain its tax-exempt status. The memorandum should identify best practices for Texas nonprofit entities, actions that may compromise nonprofit or tax-exempt status, and any necessary filing or tax reporting requirements.
 - 1.7. Director and Officer Insurance. Outside Counsel must advise in writing on the benefits and prudence of procuring director and officer liability insurance. Outside Counsel must recommend appropriate coverage areas and coverage limits for a director and officer liability insurance policy.
2. Tax-Exempt Status
- 2.1. Tax-Exempt Status Application. Outside Counsel must prepare and submit an application to the Internal Revenue Service ("IRS") to obtain tax-exempt status for the Corporation. Outside Counsel must identify the appropriate provision of the Internal Revenue Code under which the Corporation may obtain tax-exempt status and submit a corresponding application. Outside Counsel must assemble and include all necessary materials to present a complete application to the IRS. If the IRS does not grant tax-exempt status to the Corporation, then Outside Counsel must amend and resubmit the application until such

**Outside Counsel Contract
Addendum A
Scope of Services**

status is authorized. Further, to the extent application must also be made and submitted to the Texas Comptroller of Public Accounts (“TCPA”) to obtain tax-exempt status, Outside Counsel must assemble and present all necessary materials to the TCPA to obtain such authorization.

3. Miscellaneous

- 3.1. Reporting and Advising to PUCT. Outside Counsel must provide regular status reports to the PUCT regarding the formation of the Corporation and its tax-exempt status. Outside Counsel must provide legal advice to the PUCT’s executive management team regarding the items specified in sections 1 and 2 of this Scope of Services. Outside Counsel must advise the PUCT of any routine considerations related to good corporate operations not addressed in this Scope of Services and incorporate such recommendations into the Outside Counsel’s written deliverables as appropriate.

OUTSIDE COUNSEL CONTRACT

OAG Contract No. _____

Addendum B

Rates

Name(s) of Lead Counsel: Jose Luis Caso

Compensation. Outside Counsel will provide all services (including labor, expenses, and any other services) described in the Scope of Services, for the fixed price of \$26,200 for the duration of the contract. The total price of this contract shall not exceed \$26,200 for the entire term of the contract. Travel expenses and any other reimbursements, such as overhead, overtime, or other costs, are specifically included in the fixed price and may not be billed separately. The PUCT is not responsible for payment of any costs or expenses exceeding \$26,200.

Payment Process. Outside Counsel must submit an invoice for payment no later than the final day of the month after the month that all the services set forth in the Scope of Services have been performed and completed.

Thomas J. Gleeson
Chairman

Lori Cobos
Commissioner

Jimmy Glotfelty
Commissioner

Kathleen Jackson
Commissioner

Courtney K. Hjaltman
Commissioner



Greg Abbott
Governor

Connie Corona
Executive Director

Public Utility Commission of Texas

December 17, 2024

Office of the Attorney General
General Counsel's Division
P.O. Box 12548
Austin, TX 78711-2548

Re: Affirmation regarding Governor's Executive Order No. GA 48

Dear Sirs:

The Public Utility Commission of Texas (PUCT) is aware of the Governor's Executive Order No. GA 48 issued on November 19, 2024. Executive Order No. GA 48 was issued after the PUCT posted its Request for Qualifications 473-24-00009a for outside counsel. The PUCT has requested and received a certification from outside counsel regarding its compliance with Executive Order No. GA 48. I have reviewed the outside counsel's certification addressing Executive Order No. GA 48 and am satisfied that outside counsel and the PUCT are in compliance with the requirements of Executive Order No. GA 48 regarding this outside counsel contract.

Sincerely,

A handwritten signature in blue ink that reads "Jena R. Abel".

Jena R. Abel
Agency Counsel





Caso Law Firm, PLLC

112 E. Cano St., Edinburg, Texas 78539 | jcaso@caso.law | 956 – 433 – 2276

December 17, 2024

Via E-Mail

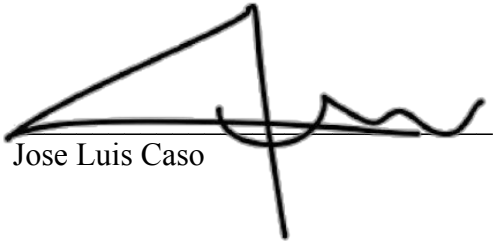
Public Utility Commission of Texas
c/o Jay Stone

Re: Certification of Compliance with Executive Order GA-48

Dear Mr. Stone,

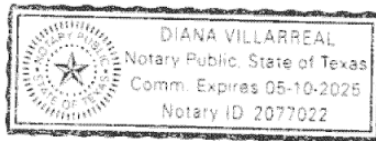
Pursuant to Governor Greg Abbott’s Executive Order No. GA-48, issued on November 19, 2024, relating to the hardening of state government, Caso Law Firm, PLLC hereby certifies that it has reviewed the provisions of Executive Order GA-48 and is in compliance with its requirements.

Respectfully,


Jose Luis Caso

State of Texas §
 §
Hidalgo County §

SUBSCRIBED AND SWORN TO BY JOSE LUIS CASO before me on 12/17/2024.




Notary Public's Signature

Thomas J. Gleeson
Chairman

Lori Cobos
Commissioner

Jimmy Glotfelty
Commissioner

Kathleen Jackson
Commissioner

Courtney K. Hjaltman
Commissioner



Greg Abbott
Governor

Connie Corona
Executive Director

Public Utility Commission of Texas

December 17, 2024

Office of the Attorney General
General Counsel's Division
P.O. Box 12548
Austin, TX 78711-2548

Re: Affirmation of review of final conflicts disclosure statement

Dear Sirs:

I have reviewed the final conflicts disclosure statement of Caso Law Firm, PLLC on behalf of the Public Utility Commission of Texas. In consultation with the contract administrator, we are satisfied with our choice of outside counsel, notwithstanding anything contained in the final conflicts disclosure.

Sincerely,

A handwritten signature in blue ink that reads "Jena R. Abel".

Jena R. Abel
Agency Counsel





Caso Law Firm, PLLC

P.O. Box 705, Santa Rosa, TX 78593 | jcaso@caso.law | 956 – 433 – 2276

November 18, 2024

Via Email: RFPCorrespondence@puc.texas.gov

Jay Stone
CTCD, CTCM, Program Administrator
Public Utility Commission of Texas
1701 North Congress Avenue
Austin, Texas 78711

Re: Conflict of Interest Disclosure Pursuant to §57.4(d)

Dear Mr. Stone,

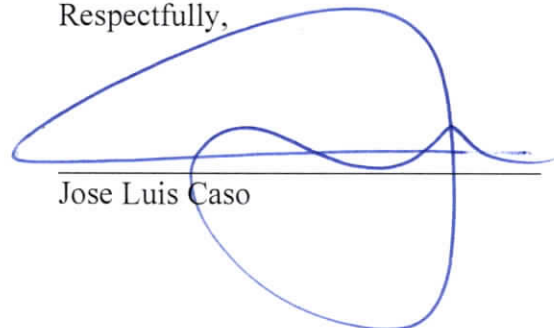
I am writing in response to your request for a written disclosure statement regarding any conflicts of interest as outlined in §57.4(d). After a thorough review of our records, I can confirm that our law firm, **Caso Law Firm, PLLC**, has not represented any entity or individual in any litigation matter within the past calendar year that is directly adverse to the State of Texas or any of its boards, agencies, commissions, universities, or elected or appointed state agency officials in connection with their official job duties and responsibilities.

Specifically, we have no matters that meet the definition of "litigation" as described in §57.4(d)(1), where the matter has been filed in the public record in either state or federal court.

To the best of my knowledge and belief, no conflicts of interest exist. I have enclosed this letter with my notarized signature as requested. Should you require any additional information or clarification, please do not hesitate to contact me directly.

Thank you for your attention to this matter.

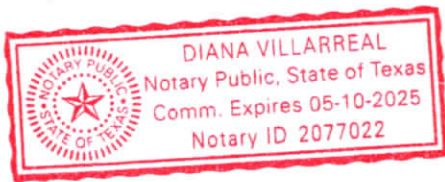
Respectfully,



Jose Luis Caso

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this 18th day of November, 2024, by JOSE LUIS CASO.



Diana Villarreal
NOTARY PUBLIC, STATE OF TEXAS



Caso Law Firm, PLLC

112 E. Cano St., Edinburg, Texas 78539 | jcaso@caso.law | 956 – 433 – 2276

November 19, 2024

Via E-Mail

Public Utility Commission of Texas
c/o Jay Stone

Re: Amendment to 11/18/2024 Conflict of Interest Disclosure Pursuant to §57.4(d)

Dear Mr. Stone,

I am writing to provide an amendment to our 11/18/2024 disclosure statement regarding conflicts of interest as outlined in §57.4(d). Upon further review, we identified the following cases involving the State of Texas in which our firm has had some level of involvement:

- 1. Case Number:** D-1-GN-24-006512
Case Style: *State Of Texas Vs. Izk, Llc, Isaac Garcia, Eloisa Leal De Gonzalez, Marco Zapata, Milton Garcia, Jr.*
Jurisdiction: Travis County
Description: This is an enforcement matter concerning unpaid alcohol taxes owed to the State Comptroller. Our firm represents Eloisa Leal, a defendant in the case.
- 2. Case Number:** CCD-0773-E
Case Style: *State of Texas vs. Ware 94, LTD, a Texas Limited Partnership, CMEHA, a Texas Nonprofit Corporation*
Jurisdiction: Hidalgo County
Description: This was an eminent domain case that has been completed. Our firm represented CMEHA, a defendant.
- 3. Description:** Our firm is representing CMEHA in another eminent domain matter where the State of Texas is the condemning authority. This matter is not yet in litigation.
Case Status: Pre-Litigation
- 4. Case Number:** CCD-0848-A
Case Style: *State of Texas vs. Jesus A. Garza, Maria Lourdes Garza, the State of Texas through its Comptroller of Public Accounts, the State of Texas, Hidalgo County, Texas, Hidalgo County Drainage District #1, Donna Independent School District, Hidalgo County ESD No. 3, Francisco Guevera, LVNV Funding LLC, Integras Capital Recovery, LLC*
Jurisdiction: Hidalgo County
Description: Our firm represents Maria Lourdes Garza, a landowner in an eminent domain proceeding.

November 19, 2024

Amendment to 11.18.2024 Conflict of Interest Disclosure Pursuant to §57.4(d)

Page 2 of 2

5. Case Number: CCD-0868-J

Case Style: *State of Texas vs. Wilfred Pawlik, Successor Trustee of the Residuary Trust Under the Will of Kandee R. Pawlik, Deceased, et al.*

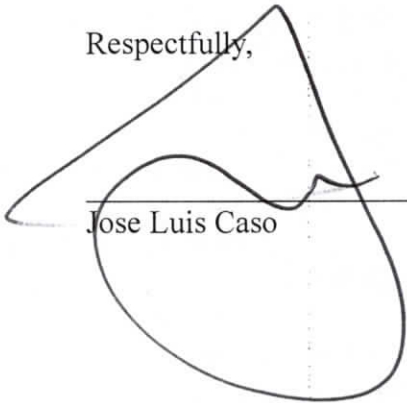
Jurisdiction: Hidalgo County

Description: In this condemnation proceeding, I was assigned to serve as a Special Commissioner to determine the valuation of land subject to taking in eminent domain. I do not represent any party in this matter, and my role does not involve any interest adverse to the State of Texas.

While these cases involve the State of Texas, I do not believe that my law firm's involvement in these matters affects my objectivity or ability to provide legal services to the Public Utility Commission of Texas. However, if it is deemed necessary, I am willing to withdraw from any of the above matters to prioritize my work with the Texas PUC. I am also open to discussing the best way to proceed to ensure compliance with the State's expectations and regulations.

Thank you for your attention to this matter. Should you require any further details or wish to discuss this in more depth, please do not hesitate to contact me.

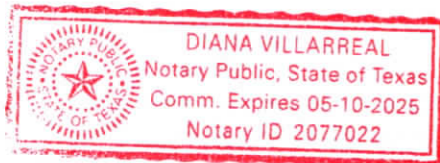
Respectfully,

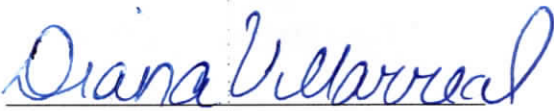


Jose Luis Caso

State of Texas §
 §
Hidalgo County §

SUBSCRIBED AND SWORN TO BY JOSE LUIS CASO before me on 11/19/2024.





Notary Public



Caso Law Firm, PLLC

112 E. Cano St., Edinburg, Texas 78539 | jcaso@caso.law | 956 – 433 – 2276

November 25, 2024

Via E-Mail

Public Utility Commission of Texas
c/o Jay Stone

Re: Amendment to 11/18/2024 and 11/19/2024 Conflict of Interest Disclosure Pursuant to §57.4(d)

Dear Mr. Stone,

I am writing to provide an amendment to our 11/18/2024 and 11/19/2024 disclosure statements regarding conflicts of interest as outlined in §57.4(d). Upon further review, we removed item 4, which identified a potential claim that may result in litigation against the State of Texas, and replaced it with a pending case that one of our clients has against the State of Texas.

1. Case Number: D-1-GN-24-006512

Case Style: *State of Texas Vs. IZK, LLC, Isaac Garcia, Eloisa Leal De Gonzalez, Marco Zapata, Milton Garcia, Jr.*

Jurisdiction: Travis County

Description: This is an enforcement matter concerning unpaid alcohol taxes owed to the State Comptroller. Our firm represents Eloisa Leal, a defendant in the case.

Relief Requested: Reduction in tax liability of Eloisa Leal and/or dismissal of Eloisa Leal from the proceedings.

2. Case Number: CCD-0773-E

Case Style: *State of Texas vs. Ware 94, LTD, a Texas Limited Partnership, CMEHA, a Texas Nonprofit Corporation*

Jurisdiction: Hidalgo County

Description: This was an eminent domain case that has been completed. Our firm represented CMEHA, a defendant.

Relief Requested: Our objective in this case was to increase the compensation paid by the State of Texas for the takings of our client's property.

3. Case Number: CCD-0772-I

Case Style: *The State of Texas vs. Heraldo Salinas, Lidia Salinas, Security Service Federal Credit Union*

Jurisdiction: Hidalgo County

Description: This is an eminent domain case. Our firm represents Heraldo Salinas and Lidia Salinas.

Relief Requested: Increase compensation paid by the State of Texas for the takings of our clients' property.

November 25, 2024

Amendment to 11.18.2024 and 11/19/2024 Conflicts of Interest Disclosure Pursuant to §57.4(d)

Page 2 of 2

4. Case Number: CCD-0848-A

Case Style: *State of Texas vs. Jesus A. Garza, Maria Lourdes Garza, the State of Texas through its Comptroller of Public Accounts, the State of Texas, Hidalgo County, Texas, Hidalgo County Drainage District #1, Donna Independent School District, Hidalgo County ESD No. 3, Francisco Guevera, LVNV Funding LLC, Integras Capital Recovery, LLC*

Jurisdiction: Hidalgo County

Description: Our firm represents Maria Lourdes Garza, a landowner in an eminent domain proceeding.

Relief Requested: Increase compensation paid by the State of Texas for the takings of our client's property.

5. Case Number: CCD-0868-J

Case Style: *State of Texas vs. Wilfred Pawlik, Successor Trustee of the Residuary Trust Under the Will of Kandee R. Pawlik, Deceased, et al.*

Jurisdiction: Hidalgo County

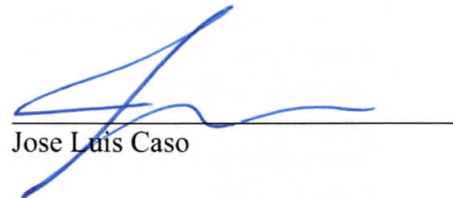
Description: In this condemnation proceeding, I was assigned to serve as a Special Commissioner to determine the valuation of land subject to taking in eminent domain. I do not represent any party in this matter, and my role does not involve any interest adverse to the State of Texas.

Relief Requested: None.

While these cases involve the State of Texas, I do not believe that my law firm's involvement in these matters affects my objectivity or ability to provide legal services to the Public Utility Commission of Texas. However, if it is deemed necessary, I am willing to withdraw from any of the above matters to prioritize my work with the Texas PUC. I am also open to discussing the best way to proceed to ensure compliance with the State's expectations and regulations.

Thank you for your attention to this matter. Should you require any further details or wish to discuss this in more depth, please do not hesitate to contact me.

Respectfully,


Jose Luis Caso

November 25, 2024

Amendment to 11.18.2024 and 11/19/2024 Conflicts of Interest Disclosure Pursuant to §57.4(d)

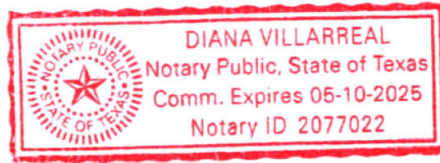
Page 2 of 2

State of Texas §

§

Hidalgo County §

SUBSCRIBED AND SWORN TO BY JOSE LUIS CASO before me on 11/25/2024.



Diana Villarreal
Notary Public



Caso Law Firm, PLLC

112 E. Cano St., Edinburg, Texas 78539 | jcaso@caso.law | 956 – 433 – 2276

December 17, 2024

Via E-Mail

Public Utility Commission of Texas
c/o Jay Stone

Re: Final Amendment to 11/25/2024, 11/18/2024, and 11/19/2024 Conflict of Interest Disclosure Pursuant to §57.4(d)

Dear Mr. Stone,

I am writing to provide an amendment to our 11/25/2024, 11/18/2024, and 11/19/2024 disclosure statements regarding conflicts of interest as outlined in §57.4(d). Upon further review, we have identified the following cases where our firm has an adversarial interest against the State of Texas:

1. **Case Number:** D-1-GN-24-006512

Case Style: *State of Texas Vs. IZK, LLC, Isaac Garcia, Eloisa Leal De Gonzalez, Marco Zapata, Milton Garcia, Jr.*

Jurisdiction: Travis County

Description: This is an enforcement matter concerning unpaid alcohol taxes owed to the State Comptroller. Our firm represents Eloisa Leal, a defendant in the case.

Relief Requested: Reduction in tax liability of Eloisa Leal and/or dismissal of Eloisa Leal from the proceedings.

2. **Case Number:** CCD-0773-E

Case Style: *State of Texas vs. Ware 94, LTD, a Texas Limited Partnership, CMEHA, a Texas Nonprofit Corporation*

Jurisdiction: Hidalgo County

Description: This was an eminent domain case that has been completed. Our firm represented CMEHA, a defendant.

Relief Requested: Our objective in this case was to increase the compensation paid by the State of Texas for the takings of our client's property. The case has been closed.

3. **Case Number:** CCD-0772-I

Case Style: *The State of Texas vs. Heraldo Salinas, Lidia Salinas, Security Service Federal Credit Union*

Jurisdiction: Hidalgo County

Description: This is an eminent domain case. Our firm represents Heraldo Salinas and Lidia Salinas.

Relief Requested: Increase compensation paid by the State of Texas for the takings of our clients' property.

December 17, 2024

Amendment to 11.25.2024, 11.18.2024, and 11/19/2024 Conflicts of Interest Disclosure Pursuant to §57.4(d)

Page 2 of 2

4. Case Number: CCD-0848-A

Case Style: *State of Texas vs. Jesus A. Garza, Maria Lourdes Garza, the State of Texas through its Comptroller of Public Accounts, the State of Texas, Hidalgo County, Texas, Hidalgo County Drainage District #1, Donna Independent School District, Hidalgo County ESD No. 3, Francisco Guevera, LVNV Funding LLC, Integras Capital Recovery, LLC*

Jurisdiction: Hidalgo County

Description: Our firm represents Maria Lourdes Garza, a landowner in an eminent domain proceeding.

Relief Requested: Increase compensation paid by the State of Texas for the takings of our client's property.

5. Case Number: CCD-0893-H

Case Style: *State of Texas VS. CMEHA, A Texas Nonprofit Corporation, A/K/A Country Meadow Estates Homeowners' Association A/K/A CMEHA, INC. A/K/A CMHEA*

Jurisdiction: Hidalgo County

Description: Our firm represents CMEHA, A Texas Nonprofit Corporation, A/K/A Country Meadow Estates Homeowners' Association A/K/A CMEHA, INC. A/K/A CMHEA, a landowner in an eminent domain proceeding.

Relief Requested: Increase compensation paid by the State of Texas for the takings of our client's property.

Cases Not Adversarial to the State of Texas:

The following cases involve the State of Texas, but they are not not adversarial to the State of Texas:

In this condemnation proceeding, I was assigned to serve as a Special Commissioner to determine the valuation of land subject to taking in eminent domain.

6. Case Number: CCD-0868-J

Case Style: *State of Texas vs. Wilfred Pawlik, Successor Trustee of the Residuary Trust Under the Will of Kandee R. Pawlik, Deceased, et al.*

Jurisdiction: Hidalgo County

Description:

Relief Requested: None.

In all of the following eminent domain proceedings, the State of Texas and/or the AG's Child Support Division is a lienholder to claim proceeds. Our firm's role does not involve any interest adverse to the State of Texas. The State of Texas and/or the AG's Child Support Division is only included in case they seek recovery from the proceeds of the eminent domain proceedings.

December 17, 2024

Amendment to 11.25.2024, 11.18.2024, and 11/19/2024 Conflicts of Interest Disclosure Pursuant to §57.4(d)

Page 2 of 2

Case Number: CCD-0868-J

Case Style: *State of Texas vs. Wilfred Pawlik, Successor Trustee of the Residuary Trust Under the Will of Kande R. Pawlik, Deceased, Hidalgo County, Texas, The State of Texas, through its Attorney General's Office, Child Support Division, as Lienholder.*

Jurisdiction: Hidalgo County

Type of Case: Eminent Domain

Case Number: CCD-0876-A

Case Style: *Hidalgo County, Texas VS. Cruz O. Cantu, Elsa Cantu, North Alamo Water Supply Corporation, as Easement Holder, Office of the Attorney General, Child Support Division, as Lienholder.*

Jurisdiction: Hidalgo County

Type of Case: Eminent Domain

Case Number: CCD-0799-E

Case Style: *Hidalgo County, Texas VS. Victor Espinoza, Martha A. Espinoza, Sharyland Water Supply Corporation, as Easement Holder, Hometown Mortgage Company, Inc., as Lienholder, James L. Robertson, as Trustee of Hometown Mortgage Company, Inc., as Lienholder, Office of the Attorney General, Child Support Division, as Lienholder, United States, as Lienholder, Pamm Family Properties, LLC, as Judgment Holder, Mortgage Electronic Registration Systems, Inc., as Lienholder.*

Jurisdiction: Hidalgo County

Type of Case: Eminent Domain

Case Number: CCD-0800-J

Case Style: *Hidalgo County, Texas VS. Arnulfo Gonzalez, Magic Valley Electric Cooperative, Inc., a Texas Corporation, as Easement Holder, Office of the Attorney General, Child Support Division, as Lienholder.*

Jurisdiction: Hidalgo County

Type of Case: Eminent Domain

Case Number: CCD-0806-E

Case Style: *Hidalgo County, Texas VS. Salvador Luna, Soledad Luna, Magic Valley Electric Cooperative, Inc., a Texas Corporation, as Easement Holder, Sharyland Water Supply Corporation, as Easement Holder, Office of the Attorney General, Child Support Division, as Lienholder.*

Jurisdiction: Hidalgo County

Type of Case: Eminent Domain

Case Number: CCD-0826-E

Case Style: *Hidalgo County, Texas VS. Dr. Raul H. Cortes, Office of the Attorney General, Child Support Division, as Lienholder, Known or Unknown Spouse of Raul H. Cortes AKA Dr. Raul H. Cortes, Hidalgo and Cameron Counties Water Control and Improvement District No. 9, as Successor of the American Rio Grande Land and Irrigation Company, as Easement Holder, Raul*

December 17, 2024

Amendment to 11.25.2024, 11.18.2024, and 11/19/2024 Conflicts of Interest Disclosure Pursuant to §57.4(d)

Page 2 of 2

H. Cortes AKA Dr. Raul H. Cortes.

Jurisdiction: Hidalgo County

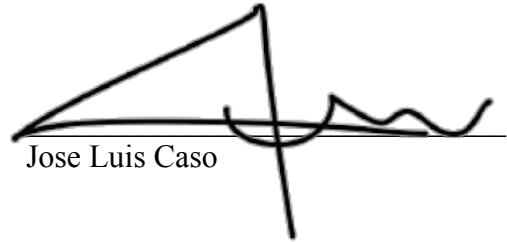
Type of Case: Eminent Domain

This is a comprehensive list of the cases involving our firm and the State of Texas to the best of our knowledge.

While the cases described involve the State of Texas, we do not believe that Caso Law Firm, PLLC's involvement in these matters affects our objectivity or ability to provide legal services to the Public Utility Commission of Texas. However, if it is deemed necessary, I am willing to withdraw from any of the above matters to prioritize my work with the Texas PUC. I am also open to discussing the best way to proceed to ensure compliance with the State of Texas' expectations and regulations.

Thank you for your attention to this matter. Should you require any further details or wish to discuss this in more depth, please do not hesitate to contact me.

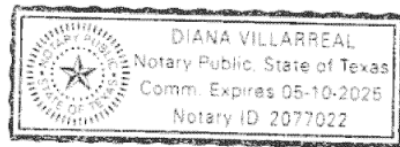
Respectfully,



Jose Luis Caso

State of Texas §
 §
Hidalgo County §

SUBSCRIBED AND SWORN TO BY JOSE LUIS CASO before me on 12/17/2024.



Diana Villarreal
Notary Public's Signature



STATE BAR of TEXAS



MR. JOSE LUIS CASO

Eligible to Practice in Texas

CASO LAW FIRM, PLLC

Bar Card Number: 24065018

TX License Date: 11/07/2008

Primary Practice Location: Edinburg , Texas

112 E Cano St

Edinburg, TX 78539-4508

CONTACT INFORMATION

Tel: 956-433-2276 📞

Practice Areas: Administrative and Public, Bankruptcy, Creditor-Debtor, Environmental, Government/Administrative, Litigation: Personal Injury, Immigration, Public Utility

Statutory Profile Last Certified On: 07/06/2021

PRACTICE INFORMATION

Firm: Caso Law Firm, PLLC

Firm Size: 2 to 5

Occupation: Private Law Practice

Practice Areas: *Administrative and Public, Bankruptcy, Creditor-Debtor, Environmental, Government/Administrative, Litigation: Personal Injury, Immigration, Public Utility*

Services Provided:

Deaf/Hard of Hearing Translation: Not Specified

ADA-accessible client service: Not Specified

Language translation: Yes

Fee Options Provided: ?

Contingency Fees: Yes

Flat Fees: Yes

Hourly Rate: Yes

COURTS OF ADMITTANCE

Federal:

Fifth Circuit Court of Appeals

Texas Northern District Court

Texas Southern District/Bankruptcy Court

Other Courts:

None Reported By Attorney

Other States Licensed:

None Reported By Attorney

Please note: *This information is self-reported by Texas attorneys. Current license or admittance status can only be certified by the appropriate court or licensing entity.*

Payment Plans: Yes

Sliding Scale Fees: Yes

Please note: Not all payment options are available for all cases, and any payment plan is subject to the approval of the attorney and his/her client. The State Bar of Texas is not responsible for payment plans.

Foreign Language Assistance:

Spanish

LAW SCHOOL

School

Degree earned

University of Texas

Doctor of Jurisprudence/Juris Doctor (J.D.)

Graduation Date 05/2008

PUBLIC DISCIPLINARY HISTORY

State Bar of Texas

No Public Disciplinary History

Other States

None Reported By Attorney

Sanctions that indicate a judgment is on appeal are still in effect but are not final and subject to change. To request a copy of a disciplinary judgment that is not available online or for more information about a specific disciplinary sanction listed above, please contact the Office of the chief Disciplinary Counsel at (877) 953-5535.

The Texas Attorney Profile provides basic information about Attorneys licensed to practice in Texas. Attorney profile information is provided as a public service by the State Bar of Texas as outlined in Section 81.115 of the Texas Government Code. The information contained herein is provided "as is" with no warranty of any kind, express or implied. Neither the State Bar of Texas, nor its Board of Directors, nor any employee thereof may be held responsible for the accuracy of the data. Much of the information has been provided by the attorney and is required to be reviewed and updated by the attorney annually. The information noted with an asterisk (*) is provided by the State Bar of Texas. Access to this site is authorized for public use only. Any unauthorized use of this system is subject to both civil and criminal penalties. This does not constitute a certified lawyer referral service.

STATE BAR OF TEXAS



Office of the Chief Disciplinary Counsel

November 14, 2024

Re: Mr. Jose Luis Caso, State Bar Number 24065018

To Whom It May Concern:

This is to certify that Mr. Jose Luis Caso was licensed to practice law in Texas on November 07, 2008, and is an active member in good standing with the State Bar of Texas. "Good standing" means that the attorney is current on payment of Bar dues; has met Minimum Continuing Legal Education requirements; and is not presently under either administrative or disciplinary suspension from the practice of law.

This certification expires 30 days from the date, unless sooner revoked or rendered invalid by operation of rule or law.

Sincerely,

A handwritten signature in black ink, appearing to read "Seana Willing". The signature is fluid and cursive.

Seana Willing
Chief Disciplinary Counsel
SW/web



Certificate Of Completion

Envelope Id: 1CF596F3-7FD9-4522-ABBE-AD68B784EA7E

Status: Completed

Subject: OCC 2025-473-0038 for Jose Luis Caso requested by Public Utility Commission of Texas

Template ID:

Template ID Usage Tracking:

Division Designed Templates:

Template ID Usage Tracking - List 2:

Division Designed Templates - List 2:

ACH:

Source Envelope:

Document Pages: 45

Signatures: 4

Envelope Originator:

Certificate Pages: 7

Initials: 0

General Counsel Division - Contracts

AutoNav: Enabled

PO Box 12548

Envelopeld Stamping: Enabled

Austin, TX 78711-2548

Time Zone: (UTC-06:00) Central Time (US & Canada)

GCDContracts@oag.texas.gov

IP Address: 18.253.242.236

Record Tracking

Status: Original

Holder: General Counsel Division - Contracts

Location: DocuSign

12/19/2024 2:06:40 PM

GCDContracts@oag.texas.gov

Signer Events

Signature

Timestamp

Allan Meesey

Completed

Sent: 12/19/2024 2:10:48 PM

Allan.Meesey@oag.texas.gov

Viewed: 12/19/2024 2:14:39 PM

GCD

Signed: 12/19/2024 2:17:11 PM

Signing Group: General Counsel, Contracts

Using IP Address: 204.64.24.2

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jose Luis Caso

DocuSigned by:
Jose Luis Caso
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Sent: 12/19/2024 2:17:15 PM

jcaso@caso.law

Viewed: 12/23/2024 4:39:48 PM

Security Level: Email, Account Authentication (None)

Signed: 12/23/2024 4:40:40 PM

Signature Adoption: Pre-selected Style

Using IP Address: 24.153.135.242

Electronic Record and Signature Disclosure:

Accepted: 12/23/2024 4:39:48 PM

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Connie Corona

Signed by:
Connie Corona
FC07DAF52280428...

Sent: 12/19/2024 2:17:16 PM

connie.corona@puc.texas.gov

Viewed: 12/19/2024 3:43:48 PM

Security Level: Email, Account Authentication (None)

Signed: 12/19/2024 3:43:59 PM


Signature Adoption: Pre-selected Style

Using IP Address: 168.39.76.209

Electronic Record and Signature Disclosure:

Accepted: 12/19/2024 3:43:48 PM

ID: a4e62de2-c098-4aff-90ad-da80353c6d81

Signer Events	Signature	Timestamp
<p>Lesley French Lesley.French@oag.texas.gov Chief of Staff Office of the Attorney General of Texas Signing Group: Non-OAG OCC - Non-lit under 150K Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 10/31/2024 9:22:48 AM ID: d846c343-175e-4667-82b6-e0a98720164e</p>	<p>DocuSigned by:  D98CA6B070F6470...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 136.49.21.122</p>	<p>Sent: 12/23/2024 4:40:44 PM Viewed: 12/23/2024 6:11:23 PM Signed: 12/23/2024 6:12:34 PM</p>

In Person Signer Events	Signature	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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<p>Fin Lit Copy gcdcontracts@oag.texas.gov GCD Contracts Office of the Attorney General Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 2/14/2024 9:28:00 AM ID: eecf43d8-1763-44c6-85c7-b376774aebfc</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 12/19/2024 2:17:15 PM Resent: 12/23/2024 6:12:41 PM</p>
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<p>GCD Contracts GCDContracts@oag.texas.gov GCD Contracts Office of the Attorney General Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 2/14/2024 9:28:00 AM ID: eecf43d8-1763-44c6-85c7-b376774aebfc</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 12/23/2024 6:12:37 PM Resent: 12/23/2024 6:12:43 PM</p>
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<p>Jena Abel jena.abel@puc.texas.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 12/23/2024 6:12:37 PM Viewed: 1/2/2025 7:01:42 AM</p>
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/19/2024 2:10:48 PM
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Signing Complete	Security Checked	12/23/2024 6:12:34 PM
Completed	Security Checked	12/23/2024 6:12:37 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Office of the Attorney General (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Electronic signature

An electronic signature is an electronic identifier, created by a computer, attached to or logically associated with an electronic record, executed or adopted by a person with the intent and with the actual authority to sign the record. Your electronic signature has the same legal force and effect as a manual signature. Your electronic signature constitutes your signature, acceptance, and agreement as if you signed in writing.

Security standards

DocuSign provides security assurance with enterprise-wide ISO 27001:2013 certification, xDTM compliance, as well as SSAE 16, SOC 1 Type 2, SOC 2 Type 2 reports. DocuSign delivers data confidentiality with application level AES 256 bit encryption.

Sending information to and receiving information from us

The Public Information Act, chapter 552 of the Texas Government Code, applies to all information we send and receive. The Public Information Act protects information from public disclosure if it is confidential by any law or rule. If we receive a written request for information, the Public Information Act requires us to publicly disclose requested information that is not confidential by law or rule or otherwise excepted from public disclosure. If you receive any information from us in error, you are not authorized to read, print, retain, copy, or disseminate the information. Any information you receive in error may be confidential information that cannot be disclosed without violating the criminal provisions of the Public Information Act or Texas Penal Code section 39.06. If you receive information in error, please immediately send an e-mail to servicedesk@oag.texas.gov to notify us of the error and delete all copies of the information you received.

Getting paper copies

At any time, you may request from us a paper copy of any record we provided or made available electronically to you through the DocuSign system. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign ‘Withdraw Consent’ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Office of the Attorney General

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: servicedesk@oag.texas.gov

To advise Office of the Attorney General of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at servicedesk@oag.texas.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Office of the Attorney General

To request delivery from us of paper copies of the notices and disclosures we previously provided to you electronically, you must send us an e-mail to servicedesk@oag.texas.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Office of the Attorney General

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to servicedesk@oag.texas.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take longer time to process.

Required hardware and software

Supported Browsers:	DocuSign supports the latest stable release (except where noted) of the following browsers: Chrome, Firefox, Safari, Internet Explorer 11+, Windows Edge
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768 minimum (for desktops and laptops)
Enabled Security Settings:	Allow per session cookies. Users accessing the Internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection. Firewall settings must allow access to the following server: https://docucdn-a.akamaihd.net . DocuSign leverages Akamai as a content delivery service to enhance our application's performance.

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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