

Message

From: [REDACTED] (Exelon Utilities) [/O=EXELONDS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=[REDACTED]]
Sent: 7/10/2016 4:31:46 PM
To: [REDACTED] (ComEd) [REDACTED]@comed.com]
CC: [REDACTED] (ComEd) [REDACTED]@comed.com]
Subject: RE: [EXTERNAL] FW: Reyes Kurson, Ltd.

[REDACTED] – I haven't seen anything on this. Unless one of you tell me not to, I'm going to go ahead and send the change to Victor on Monday.

From: Michael McClain [mailto:mcclain@adams.net]
Sent: Tuesday, July 05, 2016 8:31 PM
To: [REDACTED] (ComEd)
Cc: [REDACTED] (ComEd); [REDACTED] (Exelon Utilities)
Subject: RE: [EXTERNAL] FW: Reyes Kurson, Ltd.

My friend, no one at Reyes/Kurson has been informed. Can we handle? Best, Mike

Michael F. McClain
Awerkamp & McClain, P.C.
P.O. Box 250
Quincy, IL 62306
Office Phone: 217-224-8606
Office Fax: 217-224-5123

From: Michael McClain [mailto:mcclain@adams.net]
Sent: Friday, June 10, 2016 11:13 AM
To: [REDACTED] (ComEd)' [REDACTED]@ComEd.com>
Cc: [REDACTED] (ComEd)' [REDACTED]@ComEd.com>; [REDACTED] (Exelon Utilities)' [REDACTED]@exeloncorp.com>
Subject: RE: [EXTERNAL] FW: Reyes Kurson, Ltd.

Thank you.

This will work and I pray to God you are not reviewing your e-mails while away!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!

This can be handled when you return or....

Welcome Home... This saga is over.

Thanks.

Best, Mike

Michael F. McClain
Awerkamp & McClain, P.C.
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Quincy, IL 62306
Office Phone: 217-224-8606
Office Fax: 217-224-5123

From: [REDACTED] (ComEd) [REDACTED]@ComEd.com]
Sent: Monday, June 6, 2016 9:10 PM
To: Michael McClain <mcclain@adams.net>
Cc: [REDACTED]:(ComEd) <[REDACTED]@ComEd.com>; [REDACTED] (Exelon Utilities) <[REDACTED]@exeloncorp.com>
Subject: RE: [EXTERNAL] FW: Reyes Kurson, Ltd.

Mike -- Here is the solution we discussed today. Pls confirm this will do the trick and that we have a deal, or let me know if otherwise. Thanks. [REDACTED]

"Reyes Kurson, Ltd. will receive no less than an average of ~~40~~ 47.5 hours per month of hourly legal work, a total of ~~480~~ 570 hours for 2016, to be billed at rates as agreed between the parties, provided that the administrative hearings work shall be billed at a flat fee of \$7500 per month and be deemed to count for 15 of the ~~40~~ 47.5 hours per month. This adjustment will not change any other arrangements relating to other legal work that is billed on a flat fee or contingent fee basis.

Said arrangement is for the year 2016, which is renewable upon agreement of the parties in October of 2016, but no later than November of 2016, for calendar year 2017."

Signature Block Redacted

From: Michael McClain [mailto:mcclain@adams.net]
Sent: Thursday, June 02, 2016 3:48 PM
To: [REDACTED] (ComEd)
Cc: [REDACTED] (ComEd); [REDACTED] (Exelon Utilities)
Subject: RE: [EXTERNAL] FW: Reyes Kurson, Ltd.

I feel like I am swirling.

So.....

ReyesKurson:

40 hours per month for a total of 480 hours a year
The rate per hour is the Exelon rate depending on the work

Here is the rub...

The administrative fee shall be \$7500 per month

BUT why unless I am just not getting it why do we keep subtracting 15 hours of that work into the 40 hours which goes to 25? Cannot we do something here? Can we split the baby?

Administrative fee of \$7500 per month

7.5 hours of that work anticipated to be 15 hours per month shall be attributed to the 40 hours of the month so promised

40 hours a month, which includes the 7.5 so stated above, shall be guaranteed ReyesKurson for a total of 480 hours per year at the Exelon legal rate

Annual renewal already agreed

Michael F. McClain
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From: [REDACTED]:(ComEd) [REDACTED]@ComEd.com]
Sent: Monday, May 9, 2016 2:43 PM
To: Michael McClain <mcclain@adams.net>
Cc: [REDACTED]:(ComEd) <[REDACTED]@ComEd.com>; [REDACTED] Exelon Utilities) [REDACTED]@exeloncorp.com>
Subject: RE: [EXTERNAL] FW: Reyes Kurson, Ltd.

Mike -- Here is what I suggest (edits underlined). This clears up ambiguity in the prior wording so that we know that the flat rate work is accounting for a determined number of hours. Since this is slightly different, and to try to close it out, I will put agree to the flat rate back at 7500. Hopefully this works. [REDACTED]

"Reyes Kurson, Ltd. will receive no less than an average of 40 hours per month of hourly legal work, a total of 480 hours for 2016, to be billed at rates as agreed between the parties, provided that the administrative hearings work shall be billed at a flat fee of \$7500 per month and be deemed to count for 15 of the 40 hours per month. This adjustment will not change any other arrangements relating to other legal work that is billed on a flat fee or contingent fee basis.

Said arrangement is for the year 2016, which is renewable upon agreement of the parties in October of 2016, but no later than November of 2016, for calendar year 2017."

Signature Block Redacted

From: Michael McClain [mailto:mcclain@adams.net]
Sent: Friday, April 29, 2016 4:19 PM
To: [REDACTED] (ComEd)
Cc: [REDACTED] (ComEd)
Subject: [EXTERNAL] FW: Reyes Kurson, Ltd.

This does it.

Thanks.

Mike

Michael F. McClain
Averkamp & McClain, P.C.
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Quincy, IL 62306
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Office Fax: 217-224-5123

"Reyes Kurson, Ltd. will receive no less than 40 hours per month of hourly legal work, *a total of 480 hours for 2016*, to be billed at rates as agreed between the parties. This adjustment will not change any other arrangements relating to other legal work that is billed on a flat fee or contingent fee basis.

Said arrangement is for the year 2016, which is renewable upon agreement of the parties in October of 2016, but no later than November of 2016, for calendar year 2017."

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