

BRADLEY & MERRELL
JONES, JONES, CLOSE & BROWN, CHARTERED
Seventh Floor — Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101-6026
(702) 385-4202

MESSAGE FROM XEROX 7024: (702) 385-1655

DATE: 7/28/93

TO: Steven Anderson, Ph.D. FAX #: (512) 244-3977

PHONE #: (512) 244-9566

FROM: Deborah N. Mailander, Esq.

CLIENT/MATTER: Nevada Power v. Monsanto

CLIENT/MATTER NO.: 11927.2

DOCUMENT(S) DESCRIPTION:

NUMBER OF PAGES (including cover page): 28

MESSAGE:

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please call (702) 385-4202 and ask for: Robert Osterloh, Ext. 615

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**AMENDMENT TO AUTHORIZATION AND CONTINGENT FEE
AGREEMENT DATED JULY 14, 1988**

Reference is made to that certain AUTHORIZATION AND CONTINGENT FEE AGREEMENT DATED JULY 14, 1988 (the "Fee Agreement") between Nevada Power Company ("Client") and Jones, Jones, Close & Brown, Chartered ("JJC&B"), pursuant to which Client retained JJC&B to represent it in the prosecution of the Claim (as defined in the Fee Agreement, sometimes herein called the "Case"). All defined terms used in this Amendment have the same meanings as in the Fee Agreement unless the context requires otherwise.

The parties hereto agree as follows:

1. Fisher, Gallagher & Lewis, L.L.P. ("FG&L") are hereby associated as co-counsel to represent Client and to act as Trial Counsel in the Case, which is entitled Nevada Power Company v. Monsanto Company, General Electric Company and Westinghouse Electric Corporation et al, No. CV-S-89-555-LDG in the United States District Court, District of Nevada. As Trial Counsel, FG&L will hereafter have responsibility for the prosecution, management and direction of the Case, and will report directly to the Client. FG&L hereby accepts appointment as Trial Counsel. Client may discharge FG&L for cause. JJC&B will act as local counsel in connection with the prosecution of the Case and will coordinate with FG&L.

2. Allocation of any Fee is by separate agreement among FG&L, JJC&B and other participating counsel, and Client has no responsibility or liability with respect to any such allocation. JJC&B will indemnify and hold Client harmless from any claims of other counsel for fees in excess of the Fee.

3. This Amendment may be executed in one or more counterparts which, when executed and delivered, shall collectively comprise the agreement of the parties.

DATED: August __, 1993.

NEVADA POWER COMPANY

By _____

FISHER, GALLAGHER & LEWIS, P.P.C.

By _____

JONES, JONES, CLOSE & BROWN
CHARTERED

By Charles H. M. Crea Sr.

BRADLEY & MERRELL

By Paul E. Merrell

AGREEMENT

dated as of August 4, 1993 ("Agreement") among Fisher, Gallagher & Lewis ("FG&L"), Jones, Jones, Close & Brown, Chartered ("JJC&B"), McCrea & McCrea, and Bradley & Merrell regarding prosecution of the case entitled Nevada Power Company v. Monsanto Company, General Electric Company and Westinghouse Electric Corporation et al, No. CV-S-89-555-LDG in the United States District Court, District of Nevada (herein called the "Case").

1. By separate agreement the execution and delivery of which are conditions precedent to the effectiveness of this Agreement, FG&L has been named by Nevada Power Company ("NPC") to be and will be Trial Counsel, and as such will have responsibility for and be in charge of all aspects of the management and prosecution of the Case, including without limitation the following:

[a] Trial of the Case, including all court appearances, hearings and telephone and other conferences with the judge (and/or the magistrate judge) and other counsel.

[b] Developing strategy.

[c] Communications with counsel.

[d] Scheduling and taking of depositions of defendants' witnesses and other discovery in preparation for trial.

[e] Motions, briefs, memoranda of points and authorities and other pleadings.

[f] Settlement negotiations.

2. FG&L will provide attorneys, paralegals and other personnel as needed in the preparation and prosecution of the Case.

3. FG&L will commit necessary funding to the prosecution of the Case, to be used for out-of-pocket expenses such as travel, meals, lodging and related expenses, telephone, telecopier and other communications among counsel, as well as certain expenses not reimbursable by NPC.

4. FG&L will maintain and pay on a timely basis for such office space and personnel in Las Vegas, Nevada as it deems necessary in the prosecution of the Case. It will occupy the office space now occupied by Bradley & Merrell until August 31, 1993. FG&L will pay JJC&B the rent for said space for the months of July and August, 1993.

5. FG&L will be responsible for and will pay on a timely basis the wages and salaries of the associates and other employees of Bradley & Merrell effective July 1, 1993 and thereafter to the date of termination. Associates Straub and Mailander will be given the thirty days written notice required by their contracts. All

employees except Banks, Dewar, Garfinkle, Gini and Blakemore will be terminated July 29, 1993; Gini and Blakemore will be terminated August 6, 1993; and all retained employees other than Gini and Blakemore will be notified that their employment may end at any time after August 27, 1993.

6. By August 31, 1993, the Las Vegas office of Bradley & Merrell will be closed. During the intervening period, Paul Merrell will exclusively supervise remaining staff, with his and staff's sole mission of transferring files and all case responsibilities to FG&L as smoothly as possible. Thereafter for the remainder of the case, Paul Merrell shall have the responsibility of remaining available for consultation with and among the client, FG&L, and other Case Counsel, and shall have only such other responsibilities as FG&L and Merrell shall mutually agree. It is contemplated that Merrell would work, primarily in Oregon, under the guidance of Michael Gallagher personally, with the proviso that Merrell would not be expected to assume responsibilities in excess of resources made available by FG&L or by the client to accomplish those same responsibilities. FG&L shall be responsible for and pay to Paul E. Merrell a non-refundable advance on Merrell's portion of the Fee in the amount of \$6,000.00 monthly, payable in arrears for July, 1993 and in advance thereafter on the first day of each month through the remainder of the litigation.

7. JJC&B, Bradley & Merrell and McCrea & McCrea will assist FG&L in the prosecution of the Case. JJC&B have been designated local counsel by NPC.

8. Notwithstanding any other claim to the fee (the "Fee") specified and defined in the Authorization and Contingent Fee Agreement dated July 14, 1988 between Nevada Power Company and JJC&B, as amended (the "Fee Agreement"), FG&L will receive for its services and financial support 25% of the Fee. The Fee for the purposes of this Agreement shall mean the amount of the Fee remaining to be distributed among plaintiff's counsel after all of plaintiff's counsel have first recovered all of their out of pocket costs and expenses. In the event there is a recovery from one or more of the defendants while the Case continues against the other defendant(s), the parties hereto, in order to ensure that there are funds sufficient to finance the prosecution of the Case to conclusion, agree that they will contribute prorata to the costs of continuing the litigation commensurate with their interests in the Fee, except that [1] unless all parties agree, no party shall contribute more than 20% of its share of the Fee, and [2] no party shall be required to contribute an amount in excess of the portion of the fee distributed to it.

9. Time is of the essence in the performance by all parties of their obligations under this Agreement. Monetary obligations not timely paid shall bear interest at the rate of 1.5 percent per month or portion thereof commencing five business days after the due date. Tender of late payment together with interest shall not

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c/o Jones, Jones, Close & Brown

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August 2, 1993

Honorable Lawrence R. Leavitt
Magistrate Judge of the United States District Court
District of Nevada
300 Las Vegas Boulevard South
Las Vegas, Nevada 89101

Re: Nevada Power Company v. Monsanto Company, et al.
USDC, District of Nevada Case CV-S-89-555-LDG (LRL)

Dear Judge Leavitt:

Enclosed is a courtesy copy of the parties' Stipulation and Order for Extension of Time to Reply to Defendants' Responses to Nevada Power's Motion Regarding Scrap or Salvage Value filed with the Court this date.

Sincerely,

BRADLEY & MERRELL

Deborah N. Mailander

DEBORAH N. MAILANDER

DNM:bms
Enclosures

cc: Steven R. Kuney (via fax, w/enclosures)
J. Bruce Alverson (via fax, w/enclosures)
Arvin Maskin (via fax, w/enclosures)
John L. Thorndal (via fax, w/enclosures)
Bruce A. Featherstone (via fax, w/enclosures)

1 J. RANDALL JONES, ESQ.
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11 Attorneys for Plaintiff
NEVADA POWER COMPANY
12 a Nevada corporation

13

14 UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

15

16 NEVADA POWER COMPANY, etc.,)
17 Plaintiff,)
18 vs.)
19 MONSANTO COMPANY, etc., et al.,)
20 Defendants.)

21

CASE CV-S-89-555-LDG (LRL)
STIPULATION AND ORDER FOR
EXTENSION OF TIME TO REPLY
TO DEFENDANTS' RESPONSES
TO NEVADA POWER'S MOTION
REGARDING SCRAP OR SALVAGE
VALUE
[FIRST REQUEST]

22 IT IS HEREBY STIPULATED by and between attorneys for plaintiff
23 Nevada Power Company ("Nevada Power") and attorneys for defendants
24 Monsanto Company, General Electric Company and Westinghouse
25 Electric corporation, that Nevada Power be granted an extension of
26 time from August 2, 1993 to and including August 6, 1993 to reply
27 to General Electric's and Westinghouse's joint response and
28 Monsanto Company's separate response to Nevada Power's motion in

1 limine or, alternatively, for production of documents relating to
2 scrap or salvage value (C.R. # 390).

3 There have been no prior extensions of time for Nevada Power's
4 reply concerning this matter.

5
6 DATED: August 2, 1993

BRADLEY & MERRELL
RALPH A. BRADLEY
PAUL E. MERRELL

7
8
9 By: *Delbert N. Mailander*
for PAUL E. MERRELL
10 Coordinating Attorney
BRADLEY & MERRELL
11 c/o JONES, JONES, CLOSE & BROWN
300 South Fourth St., Suite 700
12 Las Vegas, Nevada 89101
(702) 385-4202

13 Attorneys for Plaintiff
14 NEVADA POWER COMPANY, a Nevada
15 corporation

16 Other Counsel for
17 Plaintiff Nevada Power Company:

18 DAVID S. McCREA, ESQ.
McCREA & McCREA
19 119 South Walnut Street
Post Office Box 1310
20 Bloomington, Indiana 47402
Telephone: (812) 336-4840

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22 FREDERICK M. BARON, ESQ.
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24 PAUL F. DONSBACH, ESQ.
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27 . . .
28

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3 1000 Louisiana, 70th Floor
Houston, Texas 77002
4 Telephone: (713) 654-4433

5

6 DATED: August 2, 1993

7 ALVERSON, TAYLOR,
MORTENSEN & NELSON

8

9

BY:

10 BRUCE ALVERSON, ESQ.
ALVERSON, TAYLOR,
11 MORENSEN & NELSON
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13

14 Attorneys on behalf of
General Electric

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LSG\PLD\080293.ext

THORNDAL, BACKUS, MAUPIN
& ARMSTRONG

By:

PEGGY LEEN, ESQ,
THORNDAL, BACKUS, MAUPIN
& ARMSTRONG
1100 East Bridger Avenue
Las Vegas, Nevada 89101
(702) 366-0622

Attorneys on behalf of
Westinghouse and Monsanto

IT IS SO ORDERED.

Magistrate Judge
United States District Court

DATED: _____

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c/o Jones, Jones, Close & Brown
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Las Vegas, Nevada 89101-6026

Fax: (702) 385-1655

August 2, 1993

VIA TELECOPY ONLY

David McCrea, Esq.
McCrea & McCrea
119 S. Walnut Street
P.O. Box 1310
Bloomington, IN 47402

Re: Nevada Power Company v. Monsanto Company, et al.
USDC, District of Nevada Case CV-S-89-555-LDG (LRL)

Dear David:

In response to your memo of this date, please be advised that we have talked to John Kim who assures us his office is taking care of the depositions referenced therein. Therefore, materials discussed in the memo will not be forthcoming to you from this office. If you have any questions, please call.

Sincerely,

BRADLEY & MERRELL


for PAUL E. MERRELL
Coordinating Attorney

(dictated but not read)

cc: John Kim, Esq.

PEM:bjb