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Texas Board of Legal Specialization

★ *American Board of Trial Advocacy*

♦ *Litigation Counsel of America*

▼ *National Board of Trial Advocacy*

May 26, 2011

WILLIAMSON COUNTY
c/o Williamson County Commissioners Court
710 Main Street
Georgetown, Texas 78626

Re: Civil Action No. AU-11-CV-300LY; **Michelle Sheffield v. John Doe 1**, Individually and In His Official Capacity; **Williamson County and the Williamson County Sheriff's Department**; In the United States District Court for the Western District of Texas – Austin Division; Our File: 5613

Honorable Members of the Court:

This letter is to confirm our engagement as counsel to represent Williamson County in connection with the defense of the above referenced lawsuit. The scope of this representation is to defend the interests of Williamson County and its Officials in litigation described above and to pursue all potential avenues of legal relief and legal remedies, including appellate remedies on behalf of Williamson County and its Officials authorized by the Commissioner's Court. The policy of our law firm requires that we have a formal, written engagement letter with clients setting forth the scope of our engagement and the arrangements for payment of our fees and expenses.

SPECIFIC ENGAGEMENT

Our specific engagement for this matter is the representation of Williamson County and its Officials with regard to the defense of the above referenced lawsuit as outlined above.

LEGAL FEES AND EXPENSES

Our fees are established through the exercise of judgment in each particular matter. Factors we consider include the time and labor required; the novelty and difficulty of the issues involved; the skill required to perform the legal services properly; time limitations imposed by the client or by circumstances; the experience, reputation and ability of the attorneys performing services; the amounts involved and the results obtained through our services; the likelihood that the employment will preclude other employment; the fee customarily charged in the locality by others for similar services; and the nature and length of our relationship with you as a client. In light of these factors, the hourly billing rates for the professionals in our office will be as follows:

Charles S. Frigerio, Managing Partner	\$145.00
Hector X. Saenz, Associate	\$145.00
Legal Assistants	\$ 70.00

It is our practice to make a separate charge for out-of-pocket expenses incurred by us in the rendition of our services, including, but not limited to, charges for photocopying, messenger and special delivery services, mailing and Federal Express charges, filing and recording fees, and travel expenses. Any outside invoices received by us will be passed along to you without any "mark-up."

We will bill Williamson County monthly for services rendered and costs incurred.

DOCUMENT RETENTION POLICY

All documents generated by the firm during our work on this file will eventually be destroyed. We will keep the case documents and correspondence for a period of time, not exceeding five years, after the file is closed. We reserve the right to keep the documents only in electronic form. You are entitled to receive and make copies of any of the documents during that period of time, at your expense. Any documents obtained from you during our work on this matter will be returned to you at file closing, or prior to that if requested. You may pick the documents up at our office, or we will arrange to have them shipped back to you at your expense. They will not be retained and stored. Your signature accepting this agreement acts also as an acceptance of our document retention policy as set out above.

OTHER TERMS AND CONDITIONS OF OUR ENGAGEMENT

You may terminate this firm's employment at any time by notifying us in writing. Subject to applicable ethical requirements, we reserve the right to withdraw from this representation by notifying you in writing. Additionally, if circumstances should prove that this matter and your interests are best served by different counsel, we may recommend and refer you to another attorney. In either case, our withdrawal will be in accordance with applicable ethical requirements and may require court approval.

We sincerely appreciate the opportunity to work with Williamson County. Please acknowledge your approval of the above outlined engagement by executing this letter and returning it to me. Thanks for trusting us with this matter, and if you have any questions, please do not hesitate to give me a call.

Sincerely,



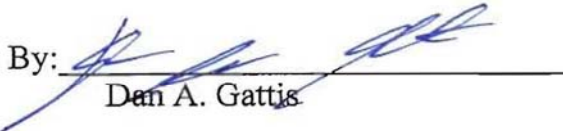
Charles S. Frigerio

CSF:jav

cc: Hal Clifton Hawes
Office of the Williamson County Judge
710 Main Street, Suite 200
Georgetown, Texas 78626

APPROVED AND AGREED:

Williamson County

By: 
Dan A. Gattis

Date June 2, 2011

Title: County Judge _____