

THE MULLEN FIRM PLLC
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April 24, 2025

Via email: shannon.francis@wilcotx.gov

Williamson County Commissioners Court
c/o Shannon C. Francis
Assistant General Counsel
401 W. 6th Street.
Georgetown, TX 786269

RE: Engagement of The Mullen Firm PLLC

Dear Commissioners:

This letter is being sent to formalize the terms of our attorney-client engagement.

ENGAGEMENT AGREEMENT

Scope of Representation

We are pleased that Williamson County has decided to retain The Mullen Firm PLLC (“Firm”) to provide legal services. At this time, you have asked us to advise the Williamson County Sheriff’s Office with regard to labor and employment-related matters on an as-needed basis. You have also asked the Firm to represent the Williamson County Sheriff’s Office in personnel proceedings, including, without limitation, proceedings before the Civil Service Commission. The remainder of this agreement sets forth the Firm’s general billing practices and policies. The scope of our representation may expand from the work described above (a) as specifically agreed in writing or (b) to the extent of work actually rendered and billed.

The Retainer

We are not requesting a retainer at this time. However, depending on the nature and extent of the services which will be required from us, we may require a retainer based on probable fees and expenses to be incurred.

In the event that any of the matters referred to us are set for trial, we reserve the right to request that you pay a retainer in an amount equal to the probable fees, costs, and

expenses to be incurred in preparation for and during trial. You hereby authorize us to withdraw amounts from the trust account and apply them to any delinquent invoice. You will be invoiced for replenishment of the amount withdrawn. Any unearned portion of the retainer will be returned to you promptly upon completion of our services, or any amounts due to us in excess of the retainer will be billed to you.

Our Fees and Billing Policy

Our legal fees are based on how much time is spent on your matter. Legal fees may also reflect the substantial value of specialized work product prepared by the Firm prior to the engagement, but which has been adapted for your use. Said fees will be greater than those which would be charged for the actual time spent making the adaptation, but substantially less than those that would be charged if all of the time spent creating the underlying work product was reflected on your bill. Under the Firm's fee structure, the hourly fees for attorney time, paralegal time, and legal research assistance vary by individual. My current hourly rate is **\$500**. The hourly rates of as-needed attorneys with whom the Firm contracts vary between \$250 to \$750. The hourly rates of as-needed legal assistants and paralegals with whom the Firm contracts vary between \$100 to \$200. We bill in one-tenth hour increments, with a minimum charge of two-tenths of an hour. From time to time the Firm reviews and may increase hourly rates. If the hourly rate is increased, the new rate will be indicated on your next bill.

Our hourly rates are subject to revision. We will provide you with information regarding our current hourly rates at your request at any time. You will be able to determine the hourly rates of each attorney and paralegal working on your matter from our monthly statement. Accordingly, it is understood that our fees charged in this matter may include increases and that these increases will be reflected in our monthly statements.

We will advance on your behalf and bill you for reasonable and necessary individual expenses of less than \$5,000 which we incur in connection with your representation. We will provide you with additional details on these and any expenses upon request. Invoices for out-of-pocket expenses, such as court fees, online research fees, long-distance telephone charges, deposition transcripts, expert witness fees, courier and messenger services, any postage over one dollar, purchased copies, car rental, and travel expenses will be billed at the actual cost incurred by us. The following in-house expenses are billed at actual costs plus related allocated overhead: international telephone calls at published carrier rates, in-office photocopying/printing at 10¢ per page, and outgoing facsimiles at \$1.00 per page. Travel time is billed at the current hourly rate. Personal automobile mileage is billed at the current IRS rate.

We will forward to you invoices from vendors exceeding \$5,000, and we will expect that you will promptly pay the vendors. Failure to make prompt payments could adversely affect our relationships with the vendors and hinder our ability to successfully represent you.

We will bill you for our services and expenses monthly, and you agree to pay our statements upon presentation, and, in no event, more than thirty days after receipt. **Any invoice not paid within thirty days is subject to a recurring late fee of \$50 per month past due.** We believe that our billing procedures are simple and clear. Our billings, together with communications with you through telephone conversations, emails, meetings, letters, facsimiles and copies of significant documents, serve to inform you of the work being performed on your behalf. However, should you have any questions or comments about hourly rates, hours charged, billing practices, or expenses, we strongly encourage you to contact us promptly.

If you request or require any changes to the format of our billings, including the amount of detail or itemization of our work, or if you have concerns with the accuracy or amount of any billing to you, you agree to notify us in writing within sixty days of receipt of the billing of any such concern, request, requirement or objection. Upon the expiration of the sixty-day period, all billings not previously objected to in writing shall be deemed accepted and a part of this written agreement.

In certain circumstances, a court or arbitrator might order payment of costs or attorney fees by one party to the other. If any such fees or costs are paid to us, they will be credited against the amount you owe us, but you will remain liable for any unpaid portion of our bills. If a court awards fees or costs against you, in favor of the opposing party, you will be responsible for payment of that amount separately from, and in addition to, any amounts due us. In the event a recovery is obtained, our Firm will have a lien for all unpaid attorney fees and costs advanced on all claims and causes of action that are the subject of the representation under this agreement and on all proceeds of any recovery obtained, whether by settlement, arbitration award, or court judgment.

Your Duty to Provide Information and Cooperate With Us

You agree to fully respond to any inquiries we make, provide written materials or documents in a timely manner, and otherwise provide us with any and all information necessary for your defense. Failure to provide such information could prejudice your case and ultimately reduce the effectiveness of our representation.

In order to assist us in avoiding conflicts of interest among our clients, we ask that you submit to us a list of all subsidiary or affiliated entities and your parent company, as well as a list of the shareholders of closely held corporations, if applicable, principal officers and board members, and any other entity involved in your matter that you have reason to believe has, or has had, a relationship with the Firm. Please update this information as changes occur.

Responsibility for Fees

If more than one entity or person has signed this Engagement Agreement, then each is jointly and severally responsible for all fees and costs accruing hereunder, notwithstanding the fact that the clients may agree to apportionment among themselves

or that the Firm may bill or accept payment in accordance with such an apportionment agreement.

Insurance Coverage Issues

Any or all of the claims made in any matter may be covered by insurance. Because insurance coverage matters are outside the scope of our representation, specific questions of insurance coverage should be directed to your insurance professional or other counsel. We recommend that you do so promptly. Insurance coverage and payment issues are expressly the responsibility of you as our client, unless otherwise specifically agreed to by the Firm in writing. At your instruction, we will cooperate with your insurance carrier and insurance professionals by providing information regarding your claim and copies of your billings, but insurance companies, rightfully or wrongfully, sometimes dispute the issue of coverage and the amount, if any, they are willing to pay their insureds' independently retained counsel. In addition, insurance carriers sometimes impose delays before payment or apply different billing standards and methods than used by the Firm. Accordingly, we will bill our fees and costs directly to you, and payment will be due from you on a current basis, whether or not your carrier eventually reimburses you. An insurance company's determination of what it will pay for the Firm's services, whether greater or lesser than actually billed, is a matter of contract between the insurance company and its insured and does not affect the amount due to the Firm. Of course, for matters for which the company's insurance coverage is being utilized and the Firm has agreed to be retained, hourly rates will be at the panel rates specified by company's insurance carrier, and pursuant to such reasonable terms as such carrier may specify, for any covered claims.

No Guarantee

No law firm or attorneys, including our Firm and our attorneys, can guarantee the outcome of any legal dispute. Thus, although an attorney or attorneys of our Firm may offer an opinion about possible results regarding any matter in which we represent or advise, we do not and cannot guarantee any particular result. Moreover, we cannot predict in advance what the total amount of fees will be for our services. You acknowledge that the Firm has made no promises about the outcome, including the costs and expenses of litigation, and that any opinion offered or budget provided by the Firm or any of its attorneys will not constitute a guarantee.

Termination of Representation

We do not foresee any circumstance that would lead to termination of our attorney-client relationship, other than completion of all anticipated tasks on your behalf. However, the law allows a client the right to terminate the representation of an attorney or law firm at any time. Our Firm reserves the right, after reasonable notice, to discontinue work on pending matters or terminate our attorney-client relationship at any time that a statement remains due and unpaid sixty days after it has been sent, if at any time we determine our relationship with you puts us in violation of the Bar's ethical

principles and standards or the applicable Rules of Professional Conduct, or at any time termination of the relationship is required or permitted by law.

All files and/or documents retained at the Firm relating to your representation are and remain your property, as the client, except for the Firm's internal and/or administrative documents, such as attorney time sheets. You may have access to these materials at any time, and upon termination of our representation, you may withdraw these materials with prior written notice. The Firm reserves the right to photocopy a client's files at the client's expense. We reserve the right to destroy all files ten years after the cessation of representation in a matter unless you request their return. In the event you choose to change representation to any attorney outside this Firm, a written notice authorizing the transfer of your files must be submitted. We reserve the right to retain photocopies of any of these documents.

If a Dispute Arises Between Us

We appreciate the opportunity to serve as your attorneys. However, in the event you become dissatisfied with any aspect of our relationship including, for example, the quality or adequacy of our representation or the fees charged, we encourage you to bring such concerns to our attention immediately. It is our belief that most problems can be resolved by good faith discussion between us. Nevertheless, it is always possible that a dispute may arise which cannot be resolved by discussion between us. *In that event, we agree that any such disputes shall be subject to a bench trial only, and we each knowingly and voluntarily waive our right to trial by jury.*

Acknowledgment of Agreement

Please signify your agreement to these terms by signing and returning this letter agreement to me, keeping a signed copy for your records. We appreciate your confidence in us and look forward to serving you.

Sincerely,

A handwritten signature in blue ink, appearing to read "KS" followed by a stylized flourish.

Kevin S. Mullen

APPROVED, ACCEPTED AND AGREED:



Presiding Officer, Williamson County Commissioners Court

DATE: 05/08/2025

ACKNOWLEDGED:



[Matthew Lindemann \(May 9, 2025 09:42 CDT\)](#)
Matthew Lindemann, Williamson County Sheriff