

TAGLaw International Lawyers

Elizabeth A. Ward  
Direct Telephone  
262-292-8653  
eward@vonbriesen.com

July 24, 2018

**PRIVATE & CONFIDENTIAL**

**VIA E-MAIL: [cwilkerson@co.collin.tx.us](mailto:cwilkerson@co.collin.tx.us)**

Ms. Courtney Wilkerson  
Senior Buyer, Collin County Purchasing Department

Re: Engagement of von Briesen & Roper, s.c. for Legal Services

Dear Courtney:

Thank you for asking von Briesen & Roper, s.c. to represent Collin County, we look forward to working with you. We thought it best to set out in writing the terms and conditions upon which we will provide legal services. The purpose of this letter is to articulate and confirm these terms and conditions.

**SCOPE OF SERVICES**

You asked us to consult with and provide counsel to Collin County on employee benefit plan compliance matters.

**RESPONSIBILITIES**

In reliance upon information and guidance provided by you, we will provide legal counsel and assistance in accordance with this letter, keep you reasonably informed of progress and developments, and respond to your inquiries.

**POTENTIAL CONFLICTS OF INTEREST**

We are a relatively large law firm and we represent many companies and individuals. It is possible that some of our present and future clients will have business relationships and potential or actual disputes with Collin County and its affiliates. We will not knowingly represent clients in matters that are actually adverse to the interests of Collin County without your permission and your informed consent. We would ask that you consent, on a case by case basis, to our representation of other clients whose interests are, or maybe adverse to, the interests of Collin County in circumstances where Collin County has selected other counsel and where we have requested a written conflict waiver from you after we have advised you of the circumstances of the potential or actual conflict and you have given us your informed consent.

Ms. Courtney Wilkerson  
July 24, 2018  
Page 2

### **FEES FOR LEGAL SERVICES**

Our fees for legal services rendered to Collin County will be primarily based on the amount of time required and the hourly rates of the attorneys and paralegals who render the services. These rates are periodically adjusted to reflect increased efficiency, skills and cost increases. The adjusted rates will apply to all services performed thereafter.

Our current billing rates for the attorneys and paralegals we anticipate will be working on behalf of Collin County range from \$ 250 to \$ 335. As we proceed, we will use personnel with lower billing rates to the extent practical to work on your matters.

### **LIMITED LIABILITY**

von Briesen & Roper, s.c., is a limited liability entity under Wisconsin law. This means that if we fail to perform our duties in our representation of Collin County, and that failure causes Collin County damages, our firm and the shareholder(s) directly involved in the representation may be responsible to Collin County for those damages, but the firm's other shareholders will not be personally responsible. Our professional liability insurance exceeds the minimum amounts required by the Wisconsin Supreme Court for limited liability entities of our size.

### **COMMUNICATION BY E-MAIL**

Our firm primarily communicates with its clients via unencrypted internet e-mail, and this will be the way in which we communicate with you. While unencrypted e-mail is convenient and fast, there is risk of interception, not only within our internal networks and the systems used by internet service providers, but elsewhere on the internet and in the systems of our clients and their internet service providers.

### **FILE RETENTION AND DESTRUCTION**

In accordance with our records retention policy, most paper and electronic records that we maintain are subject to a 10-year retention period from the last matter activity date or whatever date we deem appropriate. Extended retention periods may apply to certain types of matters or pursuant to your specific directives.

After the expiration of the applicable retention period, we will destroy your records without further notice to you, unless you notify us otherwise. At the conclusion of your matter, you may opt to retrieve your records from our firm. We are happy to accommodate you in this regard.

### **GENERAL PROVISIONS**

Enclosed is a statement entitled "General Provisions" setting forth additional terms and conditions which are incorporated into this letter and apply to our representation to the extent they are not inconsistent with the terms of this letter.

Ms. Courtney Wilkerson  
July 24, 2018  
Page 3

We are pleased to have this opportunity to be of service to Collin County. If at any time during the course of our representation you have any questions or comments about our costs, services, or any aspect of how we provide services, please don't hesitate to call me.

Collin County agrees to retain the services of von Briesen & Roper, s.c. under the terms and conditions specified above.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Collin County

Very truly yours,

von BRIESEN & ROPER, s.c.



Elizabeth A. Ward  
EW:rq

Attachment

**von Briesen & Roper, s.c.**

**GENERAL PROVISIONS**

Except as modified by the accompanying engagement letter, the following provisions will apply to the relationship between von Briesen & Roper, s.c., and our clients:

- (1) The time for which a client will be charged will include, but will not be limited to, telephone and office conferences with a client and counsel, witnesses, consultants, court personnel, and others; conferences among our personnel; factual investigation; legal research; responding to clients' requests to provide information to auditors in connection with reviews or audits of financial statements; drafting of letters, pleadings, briefs, and other documents; travel time; waiting time in court or elsewhere; and time in depositions and other discovery proceedings.
- (2) Clients are responsible for payment to reimburse us for costs incurred in performing services such as large volume photocopying, messenger and delivery, air freight, videotape recording, travel (including mileage, parking, airfare, lodging, meals, and ground transportation), court costs, and filing fees. To the extent we directly provide any of these services, we will charge for our direct costs and overhead allocable to the services. Unless special arrangements are made, fees and expenses of others (such as experts, investigators, witnesses, consultants, and court reporters) and other large disbursements will not be paid by our firm and will be the responsibility of, and billed directly to, the client.
- (3) We may, on occasion, furnish estimates of fees or charges we anticipate will be incurred on a client's behalf. These estimates are by their nature inexact. We are not bound by any estimates except as expressly set forth in the engagement letter or otherwise agreed to by us in writing.
- (4) Fees, disbursements, and other charges will be billed monthly and are payable upon presentation. We expect prompt payment.
- (5) A client shall have the right at any time to terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve the client of the obligation to pay for all services rendered and disbursements and other charges made or incurred on behalf of the client prior to the date of termination.
- (6) We reserve the right to withdraw from our representation with the client's consent or for good cause. Good cause may include the client's failure to honor the terms of the engagement letter, the client's failure to pay amounts billed in a timely manner, the client's failure to cooperate or follow our advice on a material matter, or any fact or circumstance that would, in our view, impair an effective attorney-client relationship or would render our continuing representation unlawful or unethical. If we elect to do so, the client will take all steps necessary to free us of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and disbursements and other charges made or incurred on behalf of the client prior to the date of withdrawal.