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(\* ADMITTED IN OTHER STATES)

October 26, 2017

VIA EMAIL

dcyr@lancaaster.ne.gov

Douglas D. Cyr  
Deputy County Attorney  
Justice & Law Enforcement Center  
575 S. 10<sup>th</sup> Street  
Lincoln, NE 68508-2866

RE: Michelle Nicklas, et al. v. Joe Kelly, et al

Dear Doug:

Pursuant to your request, this letter sets forth the basic terms upon which you, on behalf of Joe Kelly, individually and in his official capacity as Lancaster County Attorney, have engaged our firm to represent Joe Kelly in the litigation in the following matter: Lawsuit filed by Michelle Nicklas in the United States District Court for the District of Nebraska at 4:17-cv-03131 against Joe Kelly for damages. The purpose of this letter is to acknowledge our acceptance of this engagement, to set forth the anticipated scope of our services, to describe the billing policies and practices that will apply to the engagement and to set forth other basic terms of our representation.

1. **Scope of Engagement.** In general, you have indicated that we will be called upon to defend claims by Michelle Nicklas as set forth above. The time frame in which these services will be performed cannot be determined precisely at the present time.
2. **No Conflict of Interest.** We have reviewed the firm's client list, and based upon our understanding of the scope of engagement, this representation of the firm's other clients does not conflict with the representation of Joe Kelly in this matter.
3. **Billing Policies and Procedures.** It has been our experience that the relationship of this firm with its clients is best served when there is a mutual understanding of our billing policies and procedures. All attorneys and legal assistants in our firm are assigned hourly rates commensurate with their respective level of skill and experience.

We will charge you for the required representation on the basis of our hourly rates in effect when services are performed. We reassess our hourly rate schedules from time to time, generally on an annual basis in January of each year. I anticipate that I will perform

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SYRACUSE OFFICE  
920 12TH STREET  
SYRACUSE, NE 68446  
PHONE 402.269.3200

the primary services related to this matter and that I will make staffing decisions regarding this matter with the objective of rendering services on the most efficient and cost-effective basis.

Our current hourly rates for this matter follow:

Partner \$210

Associate \$180

Law Clerk \$125

Legal Assistant \$100

\*If insurance coverage is applicable, our services will be provided to Joe Kelly at the rates agreed upon between the firm and the insurer.

It is our policy to serve you with the most effective support systems available, while at the same time allocating the costs of such systems in accordance with the extent of usage by individual clients. Therefore, in addition to our fees for legal services, we will also charge separately for certain costs and expenses, including filing fees, messenger services, copying charges, document retrieval, computer research, court reporter transcripts and other costs and expenses incurred on your behalf. We will send you a statement for routine expenses, but certain larger expenses by third-party vendors may be forwarded by us to you for direct payment to that vendor.

Any estimate of anticipated fees that we have provided, or may provide to you at your request, for purposes of budgeting or otherwise as necessary are an estimation of potential fees. Actual fees will be determined in accordance with the policies set forth above.

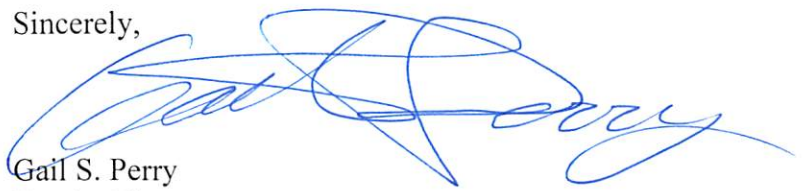
We will bill monthly for time and expenses and send those bills to you by mail. We make every effort to include expenses in the statement for the month in which they were incurred. Our billing statements are due and payable upon receipt. If insurance coverage is applicable, we will bill as directed by the insurer and treat any deductible in accordance with the insurer's policies.

4. **General Responsibilities of Attorney and Client.** We will provide the legal services described above for the benefit of Joe Kelly for which you will be billed in the manner set forth above. We will keep you apprised of developments as necessary to perform our services and will consult with you as necessary to ensure the timely, effective and efficient completion of our work.

5. **Place of Performance and Governing Law.** The legal services we will provide will be performed in the State of Nebraska, even if our representation may require attorneys to travel outside of Nebraska on your behalf. The attorneys in our office are not licensed to practice in any state other than Nebraska, and our relationship will be governed by the laws of the State of Nebraska.

We will look forward to working with you. If you have any questions concerning the relationship as outlined in this letter, please let me know promptly, otherwise, please sign and return a copy of this engagement letter.

Sincerely,



Gail S. Perry  
For the Firm  
gperry@bayloreven.com

GSP/dwilmore

**APPROVED AND AGREED BY** \_\_\_\_\_

**ITS** \_\_\_\_\_

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

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