

19,333



**Fee, Smith & Sharp LLP**

Texas Trial Attorneys

Dallas Austin Houston

Three Galleria Tower 13155 Noel Road Suite 1000 Dallas, TX 75240 P 972-934-9100 F 972-934-9200  
877-FEESMITH FeeSmith.com

**FILED FOR RECORD**  
at 1:00 o'clock P M

**FEB 25 2025**

**BECKY LANDRUM**  
County Clerk, Hunt County, Tex.

By

dnoga@feesmith.com

*Darrell G-M Noga*

972-980-3288 Direct Dial

February 25, 2025

Daniel Ray

Scott, Ray, Pemberton & Goll, PLLC

208 Stonewall Street

P.O. Box 1353

Greenville, TX 75403

Sent Via Email: [daniel@scottraylaw.com](mailto:daniel@scottraylaw.com)

**ATTORNEY-CLIENT COMMUNICATIONS: THIS DOCUMENT AND  
ITS CONTENTS CONSTITUTE LEGALLY PRIVILEGED INFORMATION**

Re: Shelby Herron, et al. v. Courtney Burns, et al.  
Kaufman County, Texas 422nd Judicial District Court  
Cause No. 119647-422

Dear Daniel:

This correspondence provides you with the engagement letter you requested pursuant to our recent telephone conference concerning the above-captioned litigation. We thank you for your continued confidence and for giving me the opportunity to once again represent Hunt County ("County"). As was the case in our prior representation of the County, the purpose of this letter is to memorialize the County's engagement of our law firm and provide you and our clients with some general information on our law firm's policies and procedures, and a broad explanation on the method used by our law firm to charge for our services. If you have any questions about these matters, please contact me.

**Client**

Our client will be Hunt County ("County"). Unless you direct otherwise, all communications (including statements for services) will be delivered by email in the form of an e-statement. We

Daniel Ray  
Scott, Ray, Pemberton & Goll, PLLC  
February 25, 2025  
Page 2

would be happy to deliver a hard copy by regular mail upon request. We have the County's primary contact email address, and mailing address recorded as:

Daniel Ray  
Scott, Ray, Pemberton & Goll, PLLC  
2608 Stonewall Street  
P.O. Box 1353  
Greenville, TX 75403  
daniel@scottraylaw.com

If we are to direct our billing to another individual at Hunt County, please advise.

### Scope of Work

We have been requested to represent and defend the County in regard to the above-captioned matter. It is our understanding that we are to represent only the County. Please advise if our understanding is incorrect in this regard. Our legal services would include, but not be limited to, investigation, document review, witness interviews, preparation of any pleadings and motions on the County's behalf, court appearances and handling of all written and oral discovery. We will, of course, also keep you and our County clients advised as substantive developments may occur. As in the past, our engagement will be limited to providing legal services. We will not include or provide accounting, financial, management or other non-legal services.

### Conflicts

You have identified Shelby Herron and Douglas Herron as the adverse parties and Courtney Burns and the SPCA of Texas as related parties. As you know, we have previously represented the County on multiple unrelated matters. There is no indication of any prior representation would currently be a conflict.

### Results

As you know, we cannot guarantee a favorable outcome in any litigation or business matter that we are handling for the County. We will, however, within the bounds of legal ethics, do our utmost to provide you and our County clients with high quality legal services and represent and protect the County's interests in a responsive and efficient manner. We will not conclude or settle the matter without our County clients' approval. Keep in mind that you and the Hunt County Commissioner's Court will ultimately approve and determine any action plan and related strategy.

### Records

We will, of course, be retrieving and reviewing pertinent documentation from the County in connection with our work addressed herein. The County should retain all originals and copies of documents for future reference, and at the conclusion of the matter we request that the County advise us of which, if any, documents the County wishes us to return. We retain most of our file for a certain period of time, but ultimately our file will be destroyed in accordance with our records retention policy. We do not contact our clients prior to such destruction.

### Fees

Our fees will be based on time spent on our clients' behalf as measured in tenths of an hour. Our objective of charging a reasonable fee is achieved through maintaining accurate records as to the time spent by each attorney and legal assistant and then billing for that time in accordance with the hourly rates we establish herein, based upon each attorney's and legal assistant's experience. However, our fees may be modified when we consider other factors involved, such as:

1. The time and labor required;
2. The novelty and difficulty of the questions involved;
3. The skill requisite to perform the legal service properly;
4. The likelihood, if apparent to the County, that the acceptance of the particular employment will preclude other employment;
5. The fee customarily charged in the locality for similar legal services;
6. Time limitations imposed by the County or by other circumstances;
7. The nature and length of our professional relationship with the County; and
8. The appropriateness of alternative fee structures, such as flat rates or contingency fees.

Hourly rates to be charged in this case are as follows and are discounted as a courtesy to you and the County:

Partners (primarily the undersigned):	\$ 350
Senior Associates:	\$ 275
Associates:	\$ 250
Paralegals/Legal Assistants:	\$ 110

I will be the lead partner primarily responsible for the County clients' representation, with the assistance of other attorneys or legal assistants utilized as may be necessary and if more efficient and economical for the County. The time required for the work referenced herein, of course,

depends upon various factors, including many currently unknown, such as the actions of opposing counsel, the scope of necessary investigation, the number of witnesses and how much underlying documentation is involved.

#### Billing Practices and Payment

We bill for matters on a monthly basis, and payment is due within 30 days of receipt of our statement. Our statement will reflect charges for the following items (if applicable): computerized research, messenger and special delivery services, unique fee-based research, travel expenses, and filing and recording fees. It may also include charges for retained expert witnesses or other extraordinary items which may be generated by the particular demands of the project involved, but please note that such charges will not be incurred absent the County's prior approval.

#### Fee Estimates

If requested, we will attempt to estimate our fees and expenses for the matter. However, actual fees and expenses incurred are a result of many conditions, a number of which are beyond our control, particularly when other parties are involved. Accordingly, an estimate is only that, and our statements will be determined as described above.

#### Retainer

*Fee, Smith & Sharp, LLP has waived the retainer requirement for Hunt County.*

#### Termination

The County may terminate our engagement at any time by notifying us. Likewise, we may withdraw from our representation of the County by notifying the County in writing. In either case, our withdrawal will be accomplished subject to applicable ethical requirements. Upon termination of our representation, the County will be obligated to pay us for all services rendered and expenses incurred through the date of termination.

Electronic Mail

We will often communicate with you or others related to this litigation by email. Such communications will not be encrypted. Although interception of such communications by third parties would constitute a violation of federal law, we can offer no assurance that such interception will not occur. We will abide by any instructions you may give us concerning email communications; in the absence of such instructions, we will use our own judgment regarding the appropriateness of using such means of communication.

Texas Lawyer's Creed

On November 7, 1989, the Texas Supreme Court adopted the Texas Lawyer's Creed – A Mandate for Professionalism. Paragraph II, subchapter I of the Creed requires us to advise our clients of its contents when we undertake representation. A copy of the Creed is attached hereto. We intend to abide by the Creed.

If you and the County agree with the foregoing, please sign and return to us an executed copy of this letter by email. As always, I sincerely appreciate the opportunity to be of service to you and Hunt County, and look forward to once again working with you and others at the County to protect and pursue and/or protect the County clients' interests. Thank you again for your support and continued confidence.

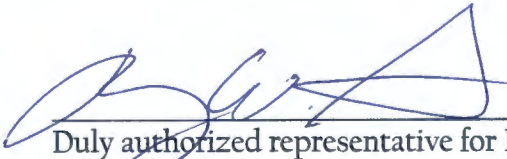
Sincerely,

---

Darrell G-M Noga  
Fee, Smith & Sharp, LLP

DGN/rl

Hunt County agrees to retain Fee, Smith & Sharp, LLP on the foregoing terms.



---

Duly authorized representative for Hunt County Commissioners

Dated: 2-25-2025  
Enclosure (Texas Lawyer's Creed)