



McNees Wallace & Nurick LLC  
570 Lausch Lane, Suite 200  
Lancaster, PA 17601

**Claudia N. Shank**  
Direct Dial: 717.581.3730  
Fax: 717.291.2186  
cshank@mcneeslaw.com

January 18, 2023

County of Lancaster  
Attn: Jacquelyn Pfursich, Esquire  
150 North Queen Street  
Lancaster, PA 17603

RE: Engagement Letter

Dear Jackie:

Thank you for selecting McNees Wallace & Nurick LLC to provide legal services to County of Lancaster. We appreciate the confidence you have shown in our Firm.

This letter sets forth the scope and terms of our engagement as well as our expectations of you regarding billing, payment, cooperation and communication during our representation. These terms will also apply to additional legal services that we may agree to provide beyond those described in this letter.

You have asked our Firm to represent the County of Lancaster in connection with litigation filed by Michael Miller in the Lancaster County Court of Common Pleas related to his public records requests for certain election-related materials, including copies of mail-in ballots. Our client in this engagement is the County of Lancaster only and no one else. We will not be representing any of County of Lancaster's affiliated or associated entities or any of its individual owners, officers, directors, shareholders, investors, agents, partners, members, or employees. These non-represented affiliated or associated entities and individuals should consider whether they should engage counsel to represent their personal interests.

Our fees will be based primarily upon the current fee structure used by the County of Lancaster and McNees Wallace & Nurick LLC in other matters. For this matter, my hourly rate will be \$235.00. The rates of others who may work on the engagement will be adjusted so as not to exceed \$235.00.

Any estimate we furnish of the amount of fees and costs likely to be incurred in this matter will be based on our professional judgment, taking into account the variety of factors that affect the scope, complexity and duration of any matter. That estimate is not a maximum or fixed-fee quotation. The payment of our fee is not contingent on outcome or success.

The enclosed document titled "Financial Arrangements with Clients" describes the billing policies and procedures that will apply in this engagement. Please read it carefully, and retain it with this engagement letter. You agree to pay our statements for services and expenses within thirty (30) days. If our statements are not paid when due, you agree that we may withdraw as your counsel, consistent with our professional responsibilities, and you will be responsible for engaging other counsel in this matter, should you choose to do so.

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We need your cooperation and support during this engagement, which includes informing us of relevant facts and circumstances that may bear on this matter. Any and all privileged and confidential information you provide to us will be held as such. Please keep in mind that attorney-client privilege can be lost by disclosures of privileged or confidential information to third parties. For that reason, your communications to us or to any third parties involved in this matter should be made with appropriate care to ensure their confidentiality.

If the above terms do not reflect your understanding of our engagement, or if there are any questions, I encourage you to discuss these concerns with me or other counsel of your choosing promptly. **If we do not hear from County of Lancaster before the sooner of when we become substantially involved in this matter or within ten (10) days of the date of this letter, we will assume that the terms set forth in this letter and the accompanying document are acceptable.**

We look forward to this opportunity to be of service to you.

Sincerely,

A handwritten signature in black ink that reads "Claudia N. Shank". The signature is written in a cursive style with a large, stylized initial "C".

Claudia N. Shank  
MCNEES WALLACE & NURICK LLC

CNS/A9345909  
Enclosure



## Financial Arrangements with Clients

1. **Fees.** Many factors are taken into account in billing for our services, including the hourly billing rates of the lawyers and paralegals who work on the matter, the novelty and complexity of the issues involved, the urgency with which the services must be performed, the extent to which an undertaking precludes us from representing other clients and the results achieved. In most instances, the number of hours spent by professional personnel is the principal basis for our fees.

2. **Hourly Billing Rates.** Currently, our hourly billing rates range from \$185 to \$355 for paralegals and specialists, and from \$235 to \$595 for attorneys. Generally, these rates vary from attorney to attorney depending on expertise, area of practice and experience. Hourly rates are reviewed annually and may increase during the course of our engagement on your behalf.

3. **Disbursements.** Most engagements require that certain advances be made on your behalf by the firm from time to time. Out-of-pocket expenses for travel, toll-calls, filing fees, postage, overnight delivery and similar items, and charges for certain administrative services such as photocopying, document scanning, computer-assisted research and secretarial overtime specifically related to this matter will be separately billed and identified on our invoices. As a result of delays in billings to our office, certain disbursements may not be billed by us on the invoices on which related services are billed.

4. **Periodic Billings.** Unless we have made other arrangements, it is our policy to render monthly invoices for professional services. Usually we prepare and mail invoices during the month following any month in which substantial services have been rendered and/or disbursements have been incurred. We expect that our invoices will be paid upon presentation, but, in any event, within 30 days after you receive the invoice.

5. **Administrative Charge.** In the event our invoices for fees and disbursements are not paid within thirty days after you receive them, we reserve the right to impose a charge at the rate of twelve percent (12%) per annum on the balance due to help defray the additional cost of carrying and administering delinquent accounts.

6. **Funds Held in Escrow.** During the course of our engagement, we may have occasion to hold funds in escrow on your behalf. If pursuant to the terms of the escrow we are permitted to return the escrowed funds to you, we reserve the right to apply funds held in escrow to pay outstanding invoices for services and disbursements before remitting the balance to you.

7. **Termination of Representation for Failure to Fulfill Financial Obligations.** If you fail substantially to fulfill your financial obligation to pay for services rendered, and such failure continues after reasonable warning, we have the right to withdraw from the representation.

Any questions you may have regarding the firm's billing procedures or the nature and extent of our undertaking on your behalf should be directed to the attorney who is your primary contact in the engagement.