

**RESOLUTION NO. 2025-108
VILLAGE OF CALEDONIA**

**A RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO ENTER INTO
A SPECIAL LITIGATION COUNSEL ENGAGEMENT AGREEMENT WITH
THE LAW FIRM OF WIRTH & BAYNARD**

The Village Board for the Village of Caledonia, Racine County, WI do resolve as follows:

WHEREAS, it is necessary for the Village to retain special litigation counsel to assist the Village Board in regard to the enforcement of an agreement with Alberto Januchowski on the keeping of animals previously declared prohibited;

NOW THEREFORE BE IT RESOLVED, that the law firm of Wirth & Baynard is confirmed as Special Litigation Counsel to advise the Village of Caledonia Village Board in this matter and that the engagement agreement attached hereto as **Exhibit A** (the "Engagement Agreement") is hereby approved;

BE IT FURTHER RESOLVED THAT the Village President and Village Clerk are authorized to execute the Engagement Agreement.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 9 day of December, 2025.

VILLAGE OF CALEDONIA

By: Thomas R Weatherston
Thomas Weatherston
Village President

Attest: Jennifer Bass
Jennifer Bass
Village Clerk

Joseph M. Wirth
Jasmyne M. Baynard
Ann C. Wirth
Ryan J. Truesdale
Amanda E. Melrood



12/4/2025

VIA EMAIL: rshepro@peglawfirm.com
Rebecca J. Shepro
Village of Caledonia Attorney

**PERSONAL AND CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGED COMMUNICATION**

Dear Attorney Shepro:

This Legal Services Agreement (the "Agreement") is proposed for purposes of the Village of Caledonia ("Village" or "Caledonia") retaining the law firm of **WIRTH + BAYNARD** ("Law Firm"). The Village and Law Firm may be referred to herein each as a "Party" or together as the "Parties."

The Village is a municipal corporation organized under the laws of the State of Wisconsin and has the need for legal services to represent and defend the Village, its officials, employees and agents in disputes arising from claims and causes of action prosecuted against Mr. Alberto Januchowski in relation to his dog Griz. The Law Firm represents to the Village that it has experience in providing civil defense legal services ("Services") and is qualified to and has agreed to perform such Services for the Village.

In accordance with the Rules of Professional Conduct for Wisconsin Attorneys (the "Rules"), the purpose of this letter is to outline in writing certain matters relating to the nature of our representation and the charges for our services.

Our services will be billed on an hourly basis, and our current attorney rate is \$250.00 per hour for attorney time. It is expected that, from time to time, other professionals at our firm will also be providing services on your behalf in connection with this engagement. The rate for paralegal time is \$125.00 per hour. These rates may be adjusted periodically, no more than once per year, and at least 30 days' written notice will be provided before any rate changes become effective. We also reserve the right to charge for disbursements, including certain internal expenses (such as copying and computer research), the charge for which is based on a combination of our fixed and variable costs and/or rates charged by third parties.

**9898 W. Bluemound Road, Suite 2
Wauwatosa, WI 53226-4319
(414) 291-7979
wbattys.com**

We will report periodically with the status of the litigation and the Services provided, and will be prepared to answer questions and discuss strategy upon request and as quickly and expeditiously as is possible. To the extent that the Village requests a budget for services and an anticipated litigation plan, same will be provided upon receipt of such request.

Our practice is to bill monthly and to provide a detailed itemization for all charges. We are mindful and ask that the Village be mindful that, generally speaking, our invoices may be subject to Open Records Disclosures and, as such, our itemization of time is designed to meaningfully relay the work performed while not revealing attorney strategy or attorney-client communications. In the event of an Open Records Request, redactions may be appropriate before dissemination to reserve matters protected from disclosure. Unless otherwise agreed, payment is due within thirty (30) days of the date of invoice, and we reserve the right to charge interest at the rate of 1% per month on any invoice not paid within thirty (30) days.

We anticipate that some or all of the exchange and storage of information and other communications in connection with this engagement will take place via email, smartphones, computers, servers, and/or other electronic or cloud-based devices and systems. In addition to our ethical obligations to preserve confidences under the Rules, we have also established hardware, software, and other systems and procedures on our end that we consider to be reasonable to preserve the confidentiality of normal business communications and information, and we recommend that you and any other individual connected with this project do the same to the extent not done so already. However, as you are likely aware, the exchange and storage of such information and other communication carry with it some risk of inadvertent or unauthorized disclosure or access, and we cannot guarantee its confidentiality in any and all circumstances. In light of these considerations, we understand that you will inform us whenever you feel that any information we may receive or generate in connection with this engagement might merit encryption or other additional procedures to preserve the confidentiality of information and other communications that are especially confidential or other sensitive. We will, of course, accommodate such a request.

Nothing in this letter creates any obligation on your part to continue utilizing our services, and you are free to terminate some or all of our engagement at any time, subject to the payment of our charges for services previously provided. Similarly, our firm reserves the right to withdraw from representation if required or allowed under the Rules. Following such termination, any otherwise nonpublic information you have provided to us will be kept confidential in accordance with the Rules. At your request, we will return any of your original papers and property in our possession, subject to our rights under the Rules. Our own files, including drafts, notes, internal memoranda, and other lawyer work product, as well as possibly copies of materials you have provided to us, will be retained by our firm as allowed by the Rules. For various reasons, including the cost of storage, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us.

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Attorney Rebecca Shepro

December 4, 2025

If you consent to our firm's representation on the basis outlined in this letter, we would ask that you sign a copy of this letter and return it to us. If you have any questions concerning any of the above, please let me know so that we can resolve whatever issues there might be prior to the execution of this letter.

Very truly yours,

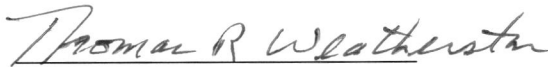
WIRTH + BAYNARD

/s/electronically signed by Jasmyne M. Baynard

JASMYNE M. BAYNARD

jmb@wbattys.com

ACCEPTED AND APPROVED:



THE VILLAGE OF CALEDONIA,

By its authorized representative

Date: 12/9/2025