



NEGRI, TORRES & FIGUEROA-CONTRERAS

ATTORNEYS AT LAW • ABOGADOS • ADVOGADOS

3 September 2015

Via USPS Priority Mail Express with Delivery Tracking

Rogerio C. Scotton
Register No. 99370-004
D. Ray James Correctional Institution
Inmate Mail/Parcels
P.O. Box 2000
Folkston, GA 31537

Re: Rogerio Chaves Scotton

Dear Mr. Scotton:

Your response is requested. I thank you for your tremendous patience over the past month, as I have experienced several unrelated and unanticipated delays in reviewing and completing the multiple packages to send to you under separate cover. We are sending each topic (i.e., the very voluminous FOIA response with flagged redactions/withholdings, FOIA response with audio/video recording, confirmation of administrative appeal and draft FOIA complaint; information and response re: immigration detainer/bond request; civil grievance documents and draft (Section 1983 civil rights) complaint; bond motion and supplemental filing, etc.) separately from this letter; current Fedex case information, etc). We are also returning to you all original files, of which we have made the requested copies.

As I mentioned in earlier correspondence, because you have chosen to terminate us prior to completion of the anticipated representation, **I absolutely agree that fairness dictates that you should be entitled to a return of a portion of the attorney's fees (Engagement Fee) paid to our law firm by third-party Joao Lino.** Pursuant to your telephone conversation with our paralegal Emilio D'Arce, we would be willing to comply with your request and return a portion of the Engagement Fee paid by Mr. Lino, directly to you. Because we were hired on a flat-fee, immediately earned basis rather than an hourly (retainer) basis, we did not keep an exact record of all time spent working on your case. I have had to review all time (including the travel and prison visits) and approximate. Emilio and Kimiko have reviewed their phone calls, mailings, photocopies, PACER downloads and other administrative tasks.

As Mr. D'Arce advised you, of the \$60,000 flat-fee Engagement Fee, we offer to return to you the amount of \$25,000.00 (Twenty Five Thousand and 00/100 U.S. Dollars), and we consider this sum a fair settlement of the time spent thus far/work already done, based on our standard hourly rate. As you know and as is posted online, my standard hourly rate is \$400/hour. Most administrative (non-legal) tasks in your case, however, were completed by our senior paralegal and an administrative assistant. Their hourly rates are much lower, at \$120 and \$85 respectively.

Pursuant to Mr. Lino's request and your request, the separate costs deposit paid to us, i.e. \$2,000.00 (Two Thousand and 00/100 U.S. Dollars), was unused and returned to you in its entirety at the beginning of the representation via payment to your mother, Marina C. Colon, as she required assistance in covering certain expenses. Rather than requiring another costs deposit to replace the one sent to your mother, Mr. Lino agreed to reimburse our firm for any costs,

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