

**THE LAW OFFICES OF RANDY T. LEAVITT**  
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January 13, 2022

Williamson County Commissioners Court  
Judge Bill Gravell  
Williamson County Courthouse, Suite 101  
710 S. Main St.  
Georgetown, TX 78626

Re: Legal representation regarding matters related to *Isabel Longoria and Cathy Morgan (Plaintiffs) v. Warren K. Paxton, in his official capacity as Attorney General of Texas, Kim Ogg, in her official capacity as Harris County District Attorney, Shawn Dick, in his official capacity as Williamson County District Attorney and Jose Garza, in his official capacity as Travis County District Attorney (Defendants); Case No. 5:21-CV-1223-FB in the United States District Court for the Western District of Texas; and other potential litigation matters as requested by the Williamson County Commissioners Court and its General Counsel*

Dear Judge Gravell and County Commissioners:

Thank you for inviting our firms, Law Office of Randy T. Leavitt and Howry, Breen & Herman, LLP. to represent you in connection with the above reference matter pursuant to the following terms:

**Scope of Engagement and Services.** You have requested that we provide legal counsel and advice to Shawn Dick, Williamson County District Attorney, Williamson County and the members of the Williamson County Commissioners Court in relation to the above referenced lawsuit and other potential litigation matters as requested by the Williamson County Commissioners Court and its General Counsel in advising, counseling, investigating the law and facts, and defending the Williamson County District Attorney and the County against the asserted claims in the aforementioned lawsuit and other litigation matters. Randy T. Leavitt and Sean Breen will be the primary attorneys handling the representation in this matter, but we reserve the right, however, to associate other attorneys in our respective firms to assist with this matter when necessary.

While we cannot guarantee the success of any matter in which we are engaged, we will do our best to provide you with prompt and valuable service. We promise to return phone calls promptly. We promise to send you copies of documents we create or receive with respect to the Engagement. We promise to keep you fully informed and to give you a fair and accurate accounting of work performed in connection with the Engagement. We promise to manage the Engagement to minimize cost, consistent with giving you the finest legal representation that we can deliver.

**Fees.** We promise to charge only a reasonable fee for our services. Randy T. Leavitt's hourly rate is \$500.00 per hour and Sean Breen's hourly rate is \$500.00 per hour. Other attorneys in our firms will bill at \$400.00 per hour and paralegals at \$175.00 per hour. We invoice in one quarter hour (.25) increments. We undertake to work closely with you to minimize time spent on ministerial and administrative matters. We endeavor to have a statement of services rendered monthly.

**Expenses.** We do not charge for such ordinary office expenses as long-distance telephone calls and facsimiles. Other direct out of pocket expenses including but not limited to, investigators, experts, consultants, outside copying services, filing fees, delivery fees and travel expenses (outside Travis/Williamson counties), are reimbursable.

**Attorney Work Product.** All work performed in connection with the Engagement constitutes Attorney Work Product and shall be accorded the confidentiality and protection attached therewith. In this regard, unless directed by a court of competent jurisdiction, we will not disclose any of the information or data to any person other than you without your express written consent.

**Retention of Files.** Upon the conclusion of your case, the originals and copies of the original documents that have been delivered to the firms in the discovery process of your case must be picked up within 30-days after the conclusion of this proceeding. If they are not, the firm reserves the right to dispose of the documents. You will have been supplied a copy of all pleadings, correspondence and most exhibits that were prepared or used in your case. The firms will maintain a digital record of much of the file for a limited period. If you desire a copy of the digital file, you should advise the firm at the time your case is concluded.

**Termination of Representation.** You may terminate our relationship at any time by delivery of a written notice of termination to us and be responsible only for any unpaid fees and expenses and work in progress on the date of notification. We may withdraw from your representation for failure to pay legal fees and expenses, or at any other time, consistent with the Rules of Professional Conduct applicable to lawyers, by providing written notice to you.

**Standard of Conduct.** On November 7, 1989, the Texas Supreme Court adopted the Texas Lawyer's Creed - a Mandate for Professionalism. Paragraph II, subparagraph 1 of the Creed requires us to advise you of its contents when we undertake representation. A copy of the Creed is available at <https://www.legalethicstexas.com/Ethics-Resources/Rules/Texas-Lawyer-s-Creed.aspx>. We intend to abide by the Creed.

**Tax ID number.** For your reporting purposes, Law Office of Randy T. Leavitt's tax identification number is 33-0999968 and Howry, Breen & Herman LLP's tax identification number is 74-2729195.

The terms of this letter agreement may be altered only by a writing signed by each of us. Finally, this agreement shall be governed by and construed in accordance with the laws of the State of

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Texas. Mandatory venue of any case or controversy arising under or pursuant to this agreement shall be in Travis County, Texas.

The effective date of this agreement is January 18, 2022. Please review this letter and, if it meets with your approval, sign and return a copy to me. Should you have any questions regarding any terms of this agreement please do not hesitate to give me a call. We sincerely look forward to working with you again, and we appreciate your entrusting us with your legal needs.

Sincerely,

*/s/ Randy T. Leavitt*

Randy T. Leavitt

*/s/ Sean Breen*

Sean Breen

Howry, Breen & Herman LLP.

Agreed and accepted:

\_\_\_\_\_  
Judge Bill Gravell, County Judge

\_\_\_\_\_  
Date