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March 31, 2021

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 BIG FISH ENTERTAINMENT LLC. V. WILLIAMSON COUNTY SHERIFF'S OFFICE, AUSTIN POLICE DEPARTMENT, LIEUTENANT JAMES DAVID (in his individual capacity), and Does I THROUGH 10, inclusive, *Case: 21 Civ. 21-275* in the United States District Court for the Western District of Texas

Dear Judge Gravell and County Commissioners:

Thank you for inviting our firms to represent you in connection with the above reference matter. We will be representing you in this matter pursuant to the following terms:

**Scope of Engagement and Services.** You have requested that I provide representation and advice to Williamson County; the members of the Williamson County Commissioners Court; Williamson County Sheriff's Office; and Lt. James David and any other named current or former Williamson County employees or officials in relation to this case provided the Williamson County Commissioners Court deems (1) that payment of legal fees of such current or former employees or officials serve a public interest and not merely the current or former employee's or official's private interest and (2) that the current or former official or employee committed the alleged action or omission forming the basis of the suit while acting in good faith within the scope of his or her official duties; as well as other potential litigation matters as assigned by the Williamson County Commissioners Court through its General Counsel. I will be the primary attorney handling the representation in this matter but I reserve the right, however, to associate other attorneys either in my firm or outside my firm, such as those named herein, if I am not available to assist with this matter when necessary.

While I cannot guarantee the success of any particular matter in which I am engaged, I will do my best to provide you with prompt and valuable service. I promise to return phone calls promptly. I promise to send you copies of documents I create or receive with respect to the

Engagement. I promise to keep you fully informed and to give you a fair and accurate accounting of work performed in connection with the Engagement. I promise to manage the Engagement so as to minimize cost, consistent with giving you the finest legal representation that I can deliver.

**Fees.** I promise to charge only a reasonable fee for my services. In determining my fee, I consider the time, skill and effort required, as well as the nature of our professional relationship and the fact that my representation of you might preclude me from engaging in other representations. My hourly rate is \$500.00 per hour and I invoice in one quarter hour (.25) increments. I will be assisted on this case by Sean Breen and Eric Nichols, Karson Thompson, Marshall Bowen and other associates of the firm Butler | Snow, LLP. Sean Breen and Eric Nichols will also bill at the rate of \$500.00 per hour in one quarter hour (.25) increments and all other attorneys will bill at a rate of less than \$350 per hour in one quarter hour (.25) increments. From time to time I may need to associate other attorneys on this matter but will not do so without the express written approval of the Williamson County Commissioners Court. I may also utilize law clerks and legal assistants on this case on such matters that do not require the time of an attorney. Such clerks or legal assistants will bill at the rate of \$150 per hour. I undertake to work closely with you in order to minimize time spent on ministerial and administrative matters. We endeavor to have a statement of services rendered on a monthly basis.

**Expenses.** I 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, I 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 firm 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 firm will maintain a digital record of much of the file. 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 me, and be responsible only for any unpaid fees and expenses and work in progress on the date of notification. I may withdraw from your representation for failure to pay legal fees and expense, 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 [http://www.txethics.org/reference\\_creed.asp](http://www.txethics.org/reference_creed.asp). We intend to abide by the Creed.

**Tax ID number.** For your reporting purposes, my tax identification number is 33-0999968 and Butler | Snow tax identification number is 64-0331849. Sean Breen 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 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 September 25, 2019. 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. I sincerely look forward to working with you, and I appreciate your entrusting me with your legal needs.

Sincerely,

/s/ Randy T. Leavitt

Randy T. Leavitt

Agreed and accepted:

Bill Gravell  
Judge Bill Gravell, County Judge

April 6, 2021  
Date  
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