



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER _____

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DATE: 11/5/2024

SUBJECT: CONSIDERATION OF AN ATTORNEY EMPLOYMENT AGREEMENT ENGAGING THE FIRM OF FANNING HARPER MARTINSON BRANDT & KUTCHIN, P.C. AS OUTSIDE COUNSEL FOR THE DEFENSE OF TARRANT COUNTY EMPLOYEE KIMBERLY NOBLES IN A LAWSUIT ENTITLED ANTHONY R. JOHNSON, SR., ET AL. V. TARRANT COUNTY, TEXAS, ET AL., ACTION NO. 4:24-CV-686-O

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider an Attorney Employment Agreement engaging the firm of Fanning Harper Martinson Brandt & Kutchin, P.C. as outside counsel for the defense of Tarrant County employee Kimberly Nobles in a lawsuit entitled Anthony R. Johnson, Sr., et al. v. Tarrant County, Texas, et al., Action No. 4:24-cv-686-O.

BACKGROUND

Tarrant County employee Kimberly Nobles has been sued in an inmate civil rights case. Pursuant to Local Government Code Section 157.901, it is necessary for outside counsel to be employed to represent this individual in the lawsuit entitled Anthony R. Johnson, Sr., et al. v. Tarrant County, Texas, et al., Civil Action No. 4:24-cv-686-O in the United States District Court for the Northern District of Texas, Fort Worth Division.

With approval, Tarrant County employee Kimberly Nobles will have representation in this federal suit.

FISCAL IMPACT

The fiscal impact associated with this action is unknown at this time, however, the law firm is to use all reasonable means to resolve this matter at a total cost of no more than \$30,000.00 per individual, subject to further court approval. Funding is available in account 61500-2025 Self-Insurance Fund 191200000 Self Insurance /585071 Litigation Expense.

SUBMITTED BY	Criminal District Attorney	PREPARED BY:	Polly Maxwell
		APPROVED BY:	Mark Kratovil



Fanning Harper Martinson Brandt & Kutchin

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October 28, 2024

Honorable Tim O'Hare
Commissioners Court
Administration Building
100 E. Weatherford, Room 502-A
Fort Worth, Texas 76196-0609

Re: ATTORNEY EMPLOYMENT AGREEMENT – RE: KIMBERLY NOBLES
Civil Action No. 4:24-cv-686-O; *Anthony R. Johnson, Sr. and Jacqualyne Y. Johnson, Individually and on behalf of the Estate of Anthony R. Johnson, Jr. v. Tarrant County, Texas, Joe Garcia, Rafael Moreno, Jaquavious Simmons, Elijah Marez, Johnathan Nymoen, Tyrone Caldwell, Royce Moody, Kimberly Nobles, Phylcia Hollie, Angel Sanchez, Jevon Stubbs, Steven Gil, Kyle Longo, David Pitcock, and Robert Russ*; In the United States District Court, Northern District of Texas, Fort Worth Division
Our File No. 10150/30187

Dear Judge O'Hare:

Thank you for considering me to serve as outside conflicts counsel in this matter. Specifically, I am writing to confirm that Fanning Harper Martinson Brandt & Kutchin, P.C. (the "Law Firm") and Tarrant County, Texas (the "County") agree that the Law Firm will, upon approval by the Tarrant County Commissioners, represent Tarrant County detention officer Corporal Kimberly Nobles (the "Client") in her individual capacity.

Scope of Engagement: The Law Firm is authorized to represent the Client in this matter and to appear on the Client's behalf before courts, arbitration panels, or similar authorities as may be required to represent the Client. Except as may be limited by the attorney-client privilege, the Law Firm agrees to keep the County apprised of the status of the case as the case progresses.

I will be serving as the lead attorney and will be assisted by my partners, John Husted and Christopher Brandt as well as my paralegals, Karen Spillman and Mary Aguilar. We will bill you on an hourly basis for time incurred as well as for all costs and expenses. I am mindful of the cost of legal services and will attempt to use associates and legal assistants/paralegals whenever appropriate to keep the cost of our services as low as possible, consistent with sound legal practice.

Services and Rates: The legal services to be provided by the Law Firm include, but are not limited to, conferences (both in person and by telephone), correspondence, research, analysis,

investigation, preparation of legal documents, meetings with parties, witnesses, and other necessary persons, negotiations, written discovery and depositions, trial and hearing preparation, appearances in court and in mediation, and all related work required to represent the Client properly in this matter.

The rates for legal services provided by the Law Firm are as follows:

FEE SCHEDULE

Thomas P. Brandt	\$300.00 per hour
Partners	\$300.00 per hour
Associates	\$250.00 per hour
Paralegals	\$150.00 per hour

Additional expenses as may be required to represent the Client may be charged to the County, including but not limited to court costs, filing fees, postage and copy charges, courier fees, costs to create exhibits, expert and consultant fees, and other reasonably necessary items. **The Law Firm, however, will not hire outside experts or consultants, will not incur travel expenses, and will not incur any other substantial expense without the County's prior approval.** The Law Firm will work with counsel for the County in this lawsuit pursuant to joint defense and common interest privileges to the extent ethically possible in order to avoid duplication of efforts and to reduce costs. The County understands that the Law Firm's ethical duty of loyalty is solely to the Client.

The Law Firm agrees to keep track of time and to submit redacted bills on a periodic basis for payment. Time will be billed in 1/10th increments. In order to meet existing deadlines and in order to preserve and protect the Client's interests, the Law Firm may have needed to perform certain necessary services prior to formal approval of this contract and may bill for such services.

The Law Firm's procedure is to bill promptly at the first of the month for services rendered and disbursements incurred during the previous month. Disbursements (including reproduction costs, long-distance calls, travel, etc.) are charged at our cost, or our best estimate of the cost based upon previous experience. Attorney travel time is billed at normal rates. If, however, work of other clients is performed during travel time, you will be credited to prevent double billing. Statements will be mailed to you at the above referenced address unless you designate a different address.

The Law Firm shall use all reasonable means, including the utilization of dispositive pretrial motions as appropriate, to resolve this matter as quickly and inexpensively as reasonably and ethically possible. The Law Firm cannot guarantee specific outcomes nor guarantee the amount of time that will ultimately be needed to adequately represent the Client as much depends on actions taken by the opposing party, the Court, and other matters beyond my control,

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nor have I yet had an opportunity to fully review all relevant materials or formulate any sort of a reliable budget. The Law Firm will endeavor, however, to complete this assignment for less than \$30,000.00 if at all possible. In the event the billing reaches \$30,000.00, the Law Firm shall brief the Tarrant County Commissioners Court on the budget and request an additional reasonable amount to complete the matter.

If these terms are acceptable, please sign in the space indicated below and return this signed letter to our office. If for any reason the terms of this letter are not acceptable, please let me know immediately so that we can make any necessary changes.

If at any time during this representation you have any problem or complaint, please do not hesitate to call me, and I will do whatever I reasonably can to resolve it to your satisfaction. Pursuant to the State Bar Act, I also wish to notify you that the State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, you may call 1-800-932-1900 (toll free).

We look forward to working with you on this matter. Please do not hesitate to contact us.

Sincerely,



THOMAS P. BRANDT

TPB/mea
776121

AGREED:



Kimberly Nobles, Client


SIGNED AND EXECUTED this ____ day of _____, 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

Tim O'Hare
County Judge

APPROVED AS TO FORM:

**CERTIFICATION OF
AVAILABLE FUNDS: \$ _____**



Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.