

# RICKETTS LAW OFFICES, PLLC

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OF COUNSEL:  
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CHRISTOPHER D. BUSH

April 25, 2018

President David James  
Louisville Metro Council  
601 W. Jefferson Street  
Louisville, Kentucky 40202

RE: Contract Letter for Services  
In the matter of NC., v. Wood, Brandon, et al, 17-CI-001213,  
Jefferson Circuit Court, Division Nine  
And more generally the matter of the Louisville Metro Police Explorer Program

Dear President James,

This is to welcome you and the Metro Council to Ricketts Law Offices, PLLC. We are honored that you have selected us as attorneys for the Metro Council, and, it is my pleasure to thank you for engaging us to provide advice and counsel to the Council. I assure you that we will exercise our best talents on your behalf. I will continue working on your case together with such other staff members of our office as may be required. In accordance with our customary procedures, we are sending you, as President of the Metro Council, this letter as confirmation of our employment and billing practices. This letter will define the scope of the representation of the Metro Council by this firm. It will also establish the conditions of my representation and otherwise define the terms of my employment by the city. Any modifications to this agreement shall be done in writing.

The scope of the representation is limited to the authority contained in KRS 67C.115(5) which permits the Metro Council to seek its own legal counsel; however, that counsel may only provide advice and consultation per the language of the statute. I understand that Metro Council is seeking my advice and consultation in the matter of NC., v. Wood, Brandon, et al, 17-CI-001213, Jefferson Circuit Court, Division Nine, and more generally in the matter of the Louisville Metro Police Explorer Program due to a potential, perceived or actual conflict of interest with the Jefferson County Attorney's Office, or its representation of one or more of the defendants or political entities involved in this litigation. I understand that the scope of my representation is not limited to a review of the court pleadings (the circuit court file) as some matters necessary for my complete counsel are not contained within said file or might be sealed,

and as a result my access to the complete file may be limited. Although I will not be entering an appearance as counsel in the subject litigation, the scope of this representation may require that I appear in circuit court for matters before that court to remain current on matters relative to that litigation. It is anticipated that a report will be issued by Mr. Harvey, which was solicited incident to the litigation, and the scope of my advice and counsel extends beyond the actual court file to include advice and counsel incident to that report and the Explorer Program, as well as ancillary investigations, information, and hearings related to that report or Program or which may occur in the future relative to the subject matter of this representation. As legal counsel to the Metro Council, an organization of 26 elected Council Members this firm, to ensure continuity of communication and efficiency of services will receive direction and inquiries from you, as the Metro Council President, who will then relay information to the Council Members unless I am asked to appear before the Council or a committee. Should this firm receive inquiries from other members of the Council, this firm will receive the inquiry, notify you, as President of the Metro Council, of the inquiry and verify that any work incident to the inquiry is within the scope of my anticipated representation.

The parties have discussed and you, as President of the Metro Council and on behalf of Metro Council are aware of this firm's ongoing litigation involving Metro Government in the matter of *Kentucky Farm Bureau v. Kevin Harrison and Mark Powers, et al*, 17-CI-000633, Jefferson Circuit Court, Division 12, and are aware that we represent Mr. Kevin Harrison who is suing a snow plow operator, Mark Powers, and his employer, Metro Government when Harrison and the snow plow collided in February of 2016. We have discussed the ethical duties of the lawyer in these situations that are embodied in SCR 3.130(1.7) regarding conflicts of interests. We agree that the car wreck case and the Police Explorer Program matters are not related to each other and that my representation of Mr. Harrison will not be adverse to the Metro Council, nor will my representation of him materially limit my responsibilities to you or the Council. In addition, I believe that I will be able to provide competent and diligent representation to both the Council and Mr. Harrison, there is no law that prohibits my representation, the representation does not involve the assertion of a claim by one client against another client represented by me in the same litigation, and we have consulted on this matter and discussed common representation and the advantages and risks involved.

The parties to this representation understand that this firm is bound by the attorney client privilege, and matters we discuss are confidential provided that the communications or discussion are held in accordance with the Open Meetings Act and Open Records Act. This firm may utilize emails, letters or other written correspondence to communicate with the Council through you as its President. It has been our experience that as communication becomes easier and more accessible, clients believe that the confidentiality or privileged information in our correspondence is less significant. Nothing could be further from the truth and therefore, this letter admonishes you not to share or forward any of our communications, in any form, with anyone without discussing it with this firm first. To do so may breach the confidentiality which we enjoy by law. Since the client in the matter is a governmental entity and is subject to the Open Records Act, care should be given in how communications between us are marked and retained. Please address any written correspondence to me (be it electronic or otherwise) with the words "Attorney", "Privileged Material", "Attorney at Law" or "Ricketts Law Offices, PLLC" after my name, and in the subject line of any written correspondence to me please write the words "Attorney Client Communications" or words to that affect, provided that the

communication falls within the scope of this representation letter. Privileged material should be stored separately from other records which are subject to the Open Records Act to ensure that analysis relative to records requests can be properly analyzed. Please consult with me or your office's Open Records Act officer to ensure proper compliance.

My fee as you will recall from our conversation is \$250.00 per hour, discounted by 15% as a courtesy to the Metro Council and the taxpayer, making my hourly rate \$212.50. Such fee shall include by way of illustration, but not by way of limitation, such items of service as appearances at Court or the Council, travel, conferences, telephone calls, research, drafting of documents, etc. Minimum billing is one-tenth of an hour. Of course, in addition to my fee, any out-of-pocket expenses, such as long-distance telephone calls, travel mileage, extraordinary postage copying expenses, etc., are to be paid by you. I charge for any type of communication with me whether it is by text messaging, telephone calls or emails. As always, in the case of an emergency, do not hesitate to communicate with me.

On occasions, we are able to reduce clients' fees by using law clerks and paralegals for particular matters. When a law clerk is employed on your case, the clerk's time spent on your file will be billed at the hourly rate of \$85.00 and our paralegal's time will be billed at the hourly rate of \$85.00. As this is a substantial reduction in costs, we will attempt to use clerks or paralegals when advisable, (particularly for detailed research, routine matters not specifically requiring an attorney, certain investigations, etc.). Law clerks and paralegals will be under the supervision of a responsible attorney at all times. Please understand that due consideration will be given to avoid dual billing where only one lawyer is able to perform the work. Nevertheless, there are those times when either two lawyers, or one law clerk or paralegal and one lawyer, must work together. We will attempt to minimize these occasions but wish you to understand that at times such apparent coordination is essential to the proper handling of your case.

I understand that the Metro Council has limited my representation by way of an appropriation or spending cap in the amount of \$20,000. Additional Metro Council approval will be required should the services performed equal or exceed this amount. In the event the fund billed or paid for our services rendered reach this amount, work will cease and my representation will end, unless the Metro Council reauthorizes the funds necessary to continue with our services. As a matter of convenience to you, this firm will provide to you periodic billing reports, in addition to those provided for payment, showing the billing progress when billing has reached 25%, 50% and 75% of the cap referenced above, and on a more frequent basis upon request.

Our firm will not require a retainer fee since the services of this office are authorized by an act or resolution or the Metro Council which intends to obligate the financial resources of Metro Government. Prior to this letter, the Committee on Committees, on April 10, 2018, at a Special Meeting passed a resolution that the Metro Council seek an attorney consistent with this letter. That motion was passed. Subsequent to this letter, it is anticipated that the representation of this firm will be authorized by a vote of the Metro Council. After that resolution is passed, work by this firm in accordance with this letter will be duly authorized.

You will be billed on a monthly basis for services rendered, and you are expected to pay each monthly bill in full within 30 days. Otherwise, we will stop all work on your case until

your account is again brought up to the amount indicated above. After a bill is sixty (60) days past due, and at our discretion, we will cease all work on your file and, if the account delinquency is not cleared, take steps necessary to withdraw as your attorney.

If in the course of my representation, I anticipate a significant increase in the level of my activity on your behalf, e.g., the commencement of trial preparation or trial, I may bill you on a basis more frequent than monthly or request a retainer to cover the accelerated fees and/or costs.

There may be times when extraordinary expenses, such as long distance telephone tolls, copying costs, etc., may need to be expended on your behalf. At these times, a check will be sought from you to pay for these fees and costs, or the cost will be advanced. If a cost is advanced, it will be done to expedite services performed for you, and the cost will be billed to you.

Should Metro Council default on the terms outlined above and any indebtedness to this office goes to collection the Metro Council agrees to pay collection costs and a reasonable attorney's fee incidentally to the collection work. You further agree that the venue for all collections issues in Jefferson County, Kentucky. This firm may also information at its discretion in collecting your debt, which could include transmitting your information to a 3<sup>rd</sup> party for collection purposes.

We ask that you separately acknowledge your understanding of the contents of this letter by initialing each page, and having received a copy of same by placing your signatures upon our enclosed copy of this letter and the Billing Policy, which is attached to this letter. Please then return the signed copy of the letter to our office.

By your signature on this contract letter, you understand that under Kentucky law this firm has a right to assert a lien to secure payment of any unpaid amounts you owe us. This contract letter is intended to bind your heirs should it be necessary during the terms of my representation.

Ricketts Law Offices, PLLC is honored that you have retained us and very much appreciates this opportunity to be of service to you. There is enclosed a copy of our Current Billing Policy.

Very truly yours,

//s// Jonathan Ricketts  
Jonathan S. Ricketts  
[jricketts@rickettslawoffices.com](mailto:jricketts@rickettslawoffices.com)

JSR/apm

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CHRISTOPHER D. BUSH

April 24, 2018

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## \*\*\*\*\*BILLING POLICY\*\*\*\*\*

### All payments are due when billed

#### LATE PAYMENT

\*\*\* REMINDER! ALL ACCOUNTS ARE DUE WHEN BILLED. \*\*\*

In all cases, if payments are received 30 days after the date of any current billing, a 1-1/2% interest charge will be included on any past due balance.

There will be a return check fee applied to your bill, for any check if returned to this office for any reason.

#### THANK YOU

We wish to thank all of our clients for your consideration with this policy. We appreciate the effort of those who pay in a timely manner and hope that our billing policy will enable everyone to receive our services.

\_\_\_\_\_  
Date: \_\_\_\_\_

I have read the above letter of the Metro Council's attorneys, RICKETTS LAW OFFICES, PLLC, and agree to be bound by the terms contained therein.

Signed this \_\_\_\_ day April 2018.

\_\_\_\_\_  
President David James, on Behalf of the Louisville Metro Council

DATE: \_\_\_\_\_