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CRAIG R. WATSON | PARTNER

November 25, 2025

**Personal & Confidential**

**Via Email: [jmorvant@ci.thibodaux.la.us](mailto:jmorvant@ci.thibodaux.la.us)**

Thibodaux City Council  
ATTN: Jenny Morvant  
Council Administrator  
P.O. Box 5418  
310 W. 2nd St  
Thibodaux LA, 70301

RE: Engagement Letter | Civil Service Matters

Dear Ms. Morvant:

We would like to express our appreciation for considering Blue Williams, L.L.C. for legal representation. It is our custom to send a letter to each client to confirm the scope of our representation and our billing practices. We feel that it is beneficial to our clients that we have a clear understanding of the legal services to be performed as well as the costs associated with such representation.

I. PARTIES

This Lawyer-Client Agreement ("Agreement") is entered into by and between the Thibodaux City Council and Blue Williams, L.L.C.

II. SCOPE OF SERVICES

It is our understanding that Blue Williams, LLC has been retained to provide you with legal services arising out of civil service matters.

III. FEES AND COSTS

- A. Basis of Fees - Our fees are based upon a number of factors, including the time and labor involved, the novelty and difficulty of the types of legal issues presented, and the education, skill, and experience necessary to competently perform the requested legal services.
- B. Hourly Rates for Billable Time –Billable time will be charged at the current Attorney General Fee Schedule of \$350.00 per hour for Partners, \$275.00 per hour for Associates, and \$80.00 per hour for Paralegals.

- C. Billable Time - Billable time shall include all time spent on this matter, including, but not limited to, legal research; drafting/reading mail, email, letters and documents; telephone calls; consultations and conferences with you, your witnesses and other persons; negotiations; fact investigation; and any other time spent on behalf of the representation of you. All billable time will be rounded up to the nearest one-tenth of an hour and you will pay all fees.
- D. Costs - In addition to the hourly fees set forth above, you will be responsible for all costs and expenses incurred on its behalf. However, we may advance such costs and expenses. As used herein, the terms "costs" and "expenses" include, but are not limited to, document scanning/coding/indexing costs, computerized research costs, travel expenses, postage expenses, photocopy costs, supply costs, fax and long-distance charges, and reasonable interest that we pay to third-party lenders to cover any cost or expense advances.
- E. Not a Contingent Fee – Your obligation to pay the fees and costs set forth herein is not contingent on the outcome of the services provided. You will pay the fees and costs incurred irrespective of the results obtained.
- G. Billing Statements and Cost Invoices - We have placed you on a monthly billing cycle. We will provide you with our billing statements and cost invoices on a monthly basis or upon written request. Our billing statements and cost invoices will outline the work performed and the fees and/or costs expended on your behalf.

All billing statements and cost invoices are due and payable upon receipt. You shall pay the full amount of the billing statements and/or cost invoices within ten (10) days of the issuance of the billing statement or cost invoice. If a billing statement or cost invoice is not paid within ten (10) days of its issuance, simple interest of two percent (2%) per month (or a portion thereof) shall be assessed against any balances not paid, with said interest to be calculated from the date due and payable. All clients are responsible for all of the costs and fees.

If collection measures or litigation become necessary to collect any fees or costs incurred, please note that you will be responsible for all costs of collection, including attorney's fees and court costs. Should you have any questions regarding any bills or any difficulty in paying them, please contact us immediately.

#### IV. ARBITRATION OF ANY AND ALL DISPUTES

- A. Arbitration of Disputes - Any dispute, controversy, or claim that may arise between the parties hereto, except disputes relating to our fees costs, compensation,

billing statements, collection efforts, and/or remuneration, including, but not limited to, disputes arising under the law of contract, unjust enrichment, restitution, and/or quantum merit, shall be resolved by arbitration administered by the American Arbitration Association in Metairie, Louisiana under the Commercial Arbitration Rules, Expedited Procedures effective at the time of the dispute. Furthermore, any award rendered by any arbitrator(s) may be entered in any court having jurisdiction hereof, including, but not limited to, the 24<sup>th</sup> JDC for the Parish of Jefferson, State of Louisiana.

B. Miscellaneous Arbitration Provisions.

- 1) Responsibility for Costs and Fees - The non-prevailing party in any action on this Agreement shall pay all costs incurred by the prevailing party. In addition, the non-prevailing party shall pay the prevailing party for all billable time incurred in connection with any action, including, but not limited to, arbitration and the enforcement of any arbitration award, whether such billable time is incurred by our firm, by you, or by a lawyer or a law firm retained by the prevailing party. The applicable rates for billable time shall be the same as set forth hereinabove.
- 2) Informed Consent to Arbitration - Arbitration proceedings are ways to resolve disputes without use of the court system. The parties hereto understand that in agreeing to arbitrate, they are expressly waiving their rights to file any lawsuit in court and to any trial by jury. These are important rights that should not be given up without careful consideration. The parties hereto also understand that this paragraph does not prospectively limit our liability to you in any way.

Nevertheless, you will be advised of the desirability of seeking, and are given a reasonable opportunity to seek, the advice of independent legal counsel regarding this arbitration provision. To provide such opportunity, this paragraph shall not be effective until twenty-one (21) days after signing. If you do not wish this paragraph to become effective, it shall, within this twenty-one (21) day period, provide written notice to us via certified United States mail, return-receipt requested.

V. GENERAL PROVISIONS

- A. Retention, Delivery, and Destruction of Files - We will store all of your files related to this matter electronically for a period of up to five (5) years following termination of our representation, and we may thereafter destroy same without further notice.

- B. No Guarantee – You acknowledge that we have not made any guarantees regarding the disposition of any phase of this matter. During the course of our representation, we may provide to you with candid advice and professional predictions regarding how issues may be resolved. In so doing, we make no guarantees regarding the outcome.
- C. Governing Law - This Agreement shall be governed by the law of the State of Louisiana.
- D. Complete Agreement, Amendment and Severability - This is the complete Agreement between the parties with regard to matters addressed herein. Any changes or amendments to this Agreement and any future agreement(s) as to fees and/or costs owed under this Agreement must be set forth in a writing signed by the parties in order to be effective. There are no oral agreements of any kind relating to our representation of you. If any portion of this Agreement, or any portion of any paragraph of this Agreement, is declared invalid, the remaining portions shall be given full effect.
- E. Electronic Signatures and Copies - The parties hereto agree that a digital signature shall be effective to prove assent to the terms of this Agreement. Furthermore, the parties hereto agree that the terms of this Agreement may be proved through an electronic facsimile, including a scanned electronic copy in Portable Document Format (“PDF”) or other digital format, and that an “original” hard-copy document need not be retained to prove the terms of this Agreement.
- F. Notices - All notices shall be provided to the parties at the addresses, fax numbers, or email addresses set forth hereinabove.
- G. Commencement; Effective Date - We will not begin work on this matter, have not been retained by you, and are under no duty to represent you until you have signed this Agreement.
- H. Consultation and Informed Consent - By the signature below, you acknowledge that you have had the opportunity to discuss the terms of each paragraph of this Agreement with us.
- I. Applicability of Louisiana Rules of Professional Conduct - The parties hereto understand that our firm is bound by all provisions of the Louisiana Rules of Professional Conduct (“Rules”). Any obligation arising under this Agreement that conflicts with our obligations under the Rules shall have no effect.

We sincerely appreciate you considering our firm for this legal representation, and we look forward to assisting you in this matter. It is our philosophy to spend as much time with a

client as is necessary to ensure that your family's legal service needs are met.

As set forth above, we do not formally represent you until you execute this Agreement and return it to our office. You may send the agreement via email to [cwatson@bluewilliams.com](mailto:cwatson@bluewilliams.com), or by U.S. Mail. Please signify your acceptance of the terms set forth herein by executing this Agreement.

With kindest regards, I remain,

Yours sincerely,



Craig R. Watson

I have read the above and agree to retain Blue Williams, L.L.C. for the services set forth herein.

Accepted and Agreed:

BY: \_\_\_\_\_  
JENNY MORVANT  
Council Administrator  
On behalf of:  
Thibodaux City Council

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
KEVIN R. CLEMENT  
Mayor

\_\_\_\_\_  
DATE