

## CONTRACT FOR LEGAL SERVICES

This Contract for Legal Services is entered into this 20<sup>th</sup> day of May, 2026, by and between Oklahoma County, State of Oklahoma, acting by and through the Board of County Commissioners of Oklahoma County, (the "County") and the law firm of Pierce Couch Hendrickson Baysinger & Green, L.L.P. (the "Firm") for the provision of legal services as described herein. For good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the parties agree to the following:

1. **Scope of Engagement.** The Board of County Commissioners and other Defendants have been sued in the following described litigation: *Stacy Willis, as Personal Representative of the Estate of Mitchell Everett Willis, Deceased, v. Board of County Commissioners for Oklahoma County, et al.*, Case No. CIV-18- 323-D, United States District Court for the Western District of Oklahoma (hereinafter the "Lawsuit"). The parties hereto understand that the Defendants, other than James Newkirk and Johnathon Johnson, have been dismissed from the Lawsuit. The Firm will provide legal representation for the following named former Defendants in the event that any of these parties are brought back into the litigation: Board of County Commissioners, the Oklahoma County Sheriff's Office, former Sheriff P.D. Taylor, former Sheriff John Whetsel, and the following detention officers: Bryan Cornelius, Alejandro Pichardo, Kayode Atoki, Richard Casaus, Kody Ward, and Tiffany Williamson.

2. **Representations and Warranties.** The Firm represents and warrants that all attorneys working on the Lawsuit are licensed to practice in Oklahoma and have been admitted to the United States District Court for the Western District of Oklahoma. Further, all attorneys working on the Lawsuit are covered by at least Seven Million Dollars (\$7,000,000.00) in malpractice insurance.

3. **Personnel.** Partners Robert S. Lafferrandre, Randall J. Wood, and Jeffrey Hendrickson will be primarily responsible for representing the Represented Defendants in the Lawsuit. It is understood that the Firm may assign other employees/associates of the Firm to appear or assist in the representation of the Represented Defendant. It is further understood that it may be necessary for the Firm to retain the services of professionals, or expert witnesses, on behalf of the Represented Defendants. The Firm will obtain the consent of the County before retaining such expert professionals, and obtain an advance approval of the cost to retain expert witnesses. Member and associate attorneys, legal interns, legal assistants and law clerks employed by or under contract with the Firm will be utilized as needed under the Partners' supervision.

4. **Conflicts of Interest.** The Firm represents that it is not aware of any pending matters involving conflicts of interest between the Represented Defendants and the

Firm. The Firm does not anticipate accepting future representation adverse to the Represented Defendants' interests. However, the parties understand that unforeseen conflicts may arise. The Firm will discuss potential conflicts of interest as they arise.

**5. Fees; Expenses.**

The Firm shall charge for legal services at the following rates:

Partners Robert S. Lafferandre, Randall J. Wood, And Jeffrey Hendrickson:	\$230 per hour
Associates of the Firm:	\$200 per hour

Computations for billing herein are based upon the nearest one-tenth (1/10) of an hour with a minimum billing of one-tenth of an hour, or six minutes, for services less than six minutes duration.

Any charges incurred by the Firm for costs charged by third parties, including, but not limited to, charges for expert or other witness fees, demonstrative exhibits, deposition costs, transcripts, Internet research, copies, postage, exhibits, photographs, graphics, computer presentations or other items shall be advanced by the Firm, and charged to the County at the same cost charged to the Firm; that is, the Firm will not mark up the costs. The Firm will provide photocopies of all invoices from third parties when the Firm submits statements to the County.

6. **Billing Procedures.** The Firm will submit statements of account to the County on a monthly basis. Each statement will contain a disclosure of the time expended by each person on a daily basis, a brief description of the services rendered, a description of expenses advanced, together with true and complete

7. **Condition of the County's Payment.** The Firm estimates the projected fees and expenses with regard to this Lawsuit for the Fiscal Year ending June 30, 2027, shall not exceed \$30,000, the Contracted Amount. The Firm has asked the Board to encumber the amount of **Thirty Thousand and No/100 Dollars (\$30,000.00)** against which the Firm will file claims for any fees, costs or expenses as they become due and payable. This is an estimate of the expected charges on this case up until the end of the current Fiscal Year. Any projection provided will constitute a good faith estimate to assist the County in projecting future costs and, unless otherwise specifically agreed, the projection will not constitute a guaranteed fee for the matter. If, at any time, the Firm determines that the Firm's work or expenses to be advanced could exceed the contracted amount above, the Firm agrees to immediately advise each member of the Board in writing to in order to allow the parties to amend the Agreement to reflect the revised not to exceed amount for the Fiscal Year ending June 30, 2027. **THE FIRM ACKNOWLEDGES THAT THE BOARD CANNOT, BY LAW, PAY THE**

FIRM ANY AMOUNT IN EXCESS OF THE AMOUNT OF THE CONTRACT APPROVED BY THE BOARD. FURTHER, IF THE FIRM PERFORMS WORK OR ADVANCES EXPENSES THAT CAUSE THE ENCUMBERED AMOUNT TO BE EXCEEDED, SUCH EXCESS CANNOT AND WILL NOT BE PAID BY THE BOARD, BUT WILL REMAIN THE RESPONSIBILITY AND LIABILITY OF THE FIRM.

8. **Termination.** In the event the Firm's representation of the Represented Defendant is terminated at any time and for any reason, the Firm agrees to cooperate in all ways reasonably requested by the County and the Represented Defendant in the transfer of pending matters to successor legal counsel. All files generated by the Firm are the property of the Firm; however, on payment of the Firm's out-of-pocket expenses, copies of Firm files will be made available to the Represented Defendant. The County understands **that the practice of law is not an exact science and that the Firm cannot guarantee the outcome of this or any litigation.**

9. **Entire Agreement.** This Contract contains the entire agreement between the County and the Firm, and is binding on all parties. Any deletions, additions or changes must be evidenced by a written agreement expressly modifying this document and signed by the County and the Firm.

SIGNATURES APPEAR ON NEXT PAGE

PIERCE COUCH HENDRICKSON  
BAYSINGER & GREEN, L.L.P.

By:                     *Randall J. Wood*                      
                    Randall J. Wood, Partner

BOARD OF COUNTY COMMISSIONERS  
OF OKLAHOMA COUNTY, OKLAHOMA

By: \_\_\_\_\_  
                    Chairman

By: \_\_\_\_\_  
                    Member

By: \_\_\_\_\_  
                    Member

ATTEST:

\_\_\_\_\_  
County Clerk

Approved as to form and legality this 15 day of June, 2026.

                    *Ja Elan Gray*                      
                    Assistant District Attorney

**IN THE UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF OKLAHOMA**

(1) STACY WILLIS, as Personal  
Representative of the Estate of  
MITCHELL EVERETT WILLIS,  
deceased,

Plaintiff,

vs.

Case No. CIV-18-323-D

(1) OKLAHOMA COUNTY  
DETENTION CENTER;  
(2) BOARD OF COUNTY  
COMMISSIONERS OF OKLAHOMA  
COUNTY, OKLAHOMA;  
(3) P. D. TAYLOR, OKLAHOMA  
COUNTY SHERIFF, individually and in  
his official capacity;  
(4) OKLAHOMA COUNTY  
SHERIFF'S DEPARTMENT;  
(5) JOHN WHETSEL individually;  
(6) JOHNATHON JOHNSON,  
individually and in his official capacity;  
(7) BRYAN CORNELIUS, individually  
and in his official capacity;  
(8) ALEJANDRO PICHARDO,  
individually and in his official capacity;  
(9) TIFFANY CARTER, individually  
and in her official capacity;  
(10) KAYODE ATOKI, individually and  
in his official capacity;  
(11) RICHARD CASAUS, individually  
and in his official capacity;  
(12) JAMES NEWKIRK, individually  
and in his official capacity;  
(13) KODY WARD, individually and in  
his official capacity; and  
(14) TIFFANY WILLIAMSON,  
individually and in her official capacity,

Defendants.

### NOTICE OF APPEAL

Notice is hereby given that Plaintiff, STACY WILLIS, as Personal Representative of the Estate of MITCHELL EVERETT WILLIS, deceased, in the above entitled action hereby appeals to the United States Court of Appeals for the Tenth Circuit from the Administrative Closing Order filed September 13, 2024 [ECF No. 219], which states the action (relating to all remaining parties and claims) will be dismissed *with prejudice* 45 days thereafter. Therefore, in accordance with the Administrative Closing Order, the matter was deemed dismissed with prejudice on October 28, 2024, creating a final appealable order that extinguished all remaining claims.<sup>1</sup>

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<sup>1</sup> See: *Carr v. Remington Arms Co., LLC*, No. 19-6046, 2021 WL 4520050, at \*1 (10<sup>th</sup> Cir. Oct. 4, 2021) (“This appeal arises out of the district court’s dismissal with prejudice of a diversity action pursuant to an Administrative Closing Order. ... The Order provided that either party could file a motion to reopen the action within thirty days of the bankruptcy proceeding’s completion, and that the action would be dismissed with prejudice if neither party moved to reopen in that period.”); *Whitmore v. Mask*, 612 F. App’x 501, 502 (10<sup>th</sup> Cir. 2015) (The district court entered an administrative closing order that stated “[i]f the parties have not reopened this case within 60 days of this date for the purpose of dismissal pursuant to the settlement compromise, Plaintiff’s action shall be deemed to be dismissed with prejudice.” The Tenth Circuit stated: “[T]he administrative closing order matured into a dismissal on October 1, 2013, creating a final, appealable judgment on that date. Plaintiff did not file his notice of appeal until November 6, 2013, six days after his time to appeal had expired. See Fed. R. App. P. 4(a)(1)(A).”); *Lewis v. BF Goodrich Co.*, 850 F.2d 641, 642-43 (10<sup>th</sup> Cir. 1988) (The district court’s “administrative closing order” provided that the action would be deemed dismissed with prejudice if a motion to reopen the proceedings was not filed within sixty days and the parties did not move to reopen within the sixty-day period, the Tenth Circuit concluded that “the closing order by its own terms matured into a dismissal of the counterclaim with prejudice on [the date the sixty-day window expired], creating an appealable final judgment for the entire case.”).

Respectfully submitted,

/s/ Derek S. Franseen

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*-and-*

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Phone: (405) 239-7046 Fax: (405) 418-0833  
Email: BlueLaw@Cox.Net

ATTORNEYS FOR PLAINTIFF

**CERTIFICATE OF SERVICE**

I hereby certify that on this 20th day of November, 2024, I electronically filed the foregoing document using the court's CM/ECF System which will send notification of the filing to the following CM/ECF registrants:

Randall J. Wood, OBA #10531  
Jeffrey C. Hendrickson, OBA #32798  
Pierce Couch Hendrickson  
Baysinger & Green, L.L.P.  
1109 N. Francis Ave.  
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Facsimile: (405) 235-2904  
rwood@piercecouch.com  
jhendrickson@piercecouch.com  
Attorneys for Defendants, Oklahoma  
County Detention Center; Board of  
County Commissioners of Oklahoma  
County; P.D. Taylor; Oklahoma County  
Sheriff's Department; John Whetsel;  
Bryan Cornelius; Alejandro Pichardo;  
Tiffany Carter; Kayode Atoki; Richard  
Casaus; and Tiffany Williamson

Gary J. James, OBA# 12718  
Gary J. James & Associates, P.C.  
P.O. Box 2443  
Oklahoma City, OK 73102  
Phone: (405) 521-9900 PHONE  
Facsimile: (405) 488-0529 FAX  
Email: gary@garyjameslaw.com  
Attorney for Defendants, Johnathon  
Johnson and James Newkirk

/s/ Derek S. Franseen

Derek S. Franseen, OBA No. 30557

**REQUEST FOR LEGAL SERVICES**

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 6/4/2025 Department: County Manager

State the nature of the legal request: Request for legal services - Review as to legality and form - Pierce Couch Outside Legal - FY27 Willis

RECEIVED

JUN 04 2026

CIVIL DIVISION  
DISTRICT ATTORNEY

Jessica Clayton  
Signature

Reply of District Attorney's Office: \_\_\_\_\_

*after 2nd review of email info from wood dated 6/15/2026 is approved*  
*= All OK*  
*(R)*

Date of Reply: 6/15/2026

[Signature]  
Assistant District Attorney

Bill To OKLAHOMA COUNTY COMMISSIONERS 320 ROBERT S KERR ROOM 101 OKLAHOMA CITY, OK 73102	Requisition 12700376-00 FY 2027  Acct No: UNDEFINED ACCOUNT. Review: Buyer: 6065cmjescla Status: Created	Page 1
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Vendor PIERCE COUCH HENDRICKSON BAYSINGER & 1109 NORTH FRANCIS AVE  OKLAHOMA CITY, OK 73106  Tel#405-235-1611 Fax 405-235-2904	Ship To GROKLAHOMA COUNTY COMMISSIONERS 320 ROBERT S KERR ROOM 101 OKLAHOMA CITY, OK 73102
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Deliver To  
 OKLAHOMA COUNTY COMMISSIONERS  
 320 ROBERT S KERR  
 ROOM 101  
 OKLAHOMA CITY, OK 73102

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/15/26	001403				General Government

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
001	Blanket willis vs. BOCC FY 26-27. Approved at BOCC on 6/17/2026.	30000.00	1.00000	30000.00
	Approved at BOCC on 6/17/2026.	EACH		

Ship To  
 OKLAHOMA COUNTY COMMISSIONERS  
 320 ROBERT S KERR  
 ROOM 101  
 OKLAHOMA CITY, OK 73102

Deliver To  
 OKLAHOMA COUNTY COMMISSIONERS  
 320 ROBERT S KERR  
 ROOM 101  
 OKLAHOMA CITY, OK 73102

[Requisition Link](#)

Requisition Total 30000.00

\*\*\*\*\* General Ledger Summary Section \*\*\*\*\*  
 Account

Amount Remaining Budget