

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
LUBBOCK DIVISION

KEVIN N. BASS, Plaintiff,

v. Civil Action No. 5:25-cv-00244-H-BV

TEXAS TECH UNIVERSITY HEALTH
SCIENCES CENTER, et al., Defendants.

APPENDIX IN SUPPORT OF PLAINTIFF'S OBJECTIONS TO THE
FINDINGS, CONCLUSIONS, AND RECOMMENDATION (DKT. 54)

TABLE OF CONTENTS

Exhibit B - Texas Tech Univ. System Outside Counsel Contract No.

2024-768-0010 (excerpt: Request to Retain p.1; contract cover;
execution page; Addendum A (complete)) App. 002-005

Exhibit C - Texas Woman's Univ. Outside Counsel Contract No.

2026-731-0173 (excerpt: contract cover; Addendum A) App. 006-007

STATE OF TEXAS

REQUEST TO RETAIN

Request

Request ID	Original Submitted Date
2024-768-0010	July 19, 2023
Start Date	End Date
September 1, 2023	August 31, 2025
Last Submitted Date	Response Date
July 19, 2023	July 29, 2023
Intellectual Property Exemption	Source of All Funds
No	Local Funds

Requesting Agency

Requester	Requester Email
Debbie Aguirre	debbie.aguirre@ttu.edu
Agency	Agency Code
Texas Tech University System	768
Agency Address	Invoices Address
Office of General Counsel P.O. Box 42021 Lubbock, TX 79409	Office of General Counsel P.O. Box 42021 Lubbock, TX 79409
Designated Attorney Name	Designated Attorney Phone
Eric Bentley	806-834-0597
Designated Attorney Email	
eric.bentley@ttu.edu	
Authorized Agency Signatory Name	Authorized Agency Signatory Title
Eric Bentley	Vice Chancellor and General Counsel
Authorized Agency Signatory Email	
eric.bentley@ttu.edu	

Law Firm

Law Firm	
Littler Mendelson, P.C.	
Law Firm Address	Notices Address
100 Congress Avenue Suite 1400 Austin, TX 78701	100 Congress Avenue Suite 1400 Austin, TX 78701
Law Firm Tax ID	Lead Attorney Name
94-2602731	Darren Gibson
Authorized Law Firm Signatory Name	Authorized Law Firm Signatory Title
Darren Gibson	Shareholder
Authorized Law Firm Signatory Email	
dgibson@littler.com	

OUTSIDE COUNSEL CONTRACT

OAG Contract No. 2024-768-0010

This Agreement, including all Addenda (incorporated herein by reference), is hereinafter referred to as the “Outside Counsel Contract,” “Contract” or “OCC.” This Outside Counsel Contract is made and entered into by and between the Texas Tech University System (“Agency”) and Little Mendelson, P.C. (“Outside Counsel”). The term “Parties” as used in this OCC refers to Agency and Outside Counsel and does not include the Office of the Attorney General of Texas (“OAG”). This OCC is made and entered into with reference to the following facts:

INDUCEMENTS

Whereas, Agency requires the assistance of outside legal counsel in carrying out its responsibilities;

Whereas, Agency has received prior approval from the OAG to contract for outside legal services; and

Whereas, Outside Counsel desires to provide legal services to Agency, subject to the authority of the OAG.

AGREEMENT

Now, therefore, in consideration of the inducements, covenants, agreements, and conditions herein contained, the Parties agree as follows:

Section 1. Purpose/OAG Approval.

1.1 Purpose. Outside Counsel shall provide legal services to Agency, as described in Addendum A. Outside Counsel and Agency understand and agree to the OAG’s continuing authority and right to expand or limit the scope of legal services provided by Outside Counsel to Agency.

1.2 OAG Approval. The Texas Attorney General’s, or his Designee’s, signature on this OCC represents the OAG’s approval of Outside Counsel serving as legal counsel to Agency during the term of, and for the purposes expressed in, this OCC. Consistent with Section 402.0212 of the Texas Government Code, the OAG may withdraw, modify, or expand this approval at any time.

1.2.1 Litigation. Outside Counsel shall not represent Agency in any litigation unless Addendum A specifically and unambiguously authorizes litigation in a particular matter. If Addendum A does not specifically authorize Outside Counsel’s representation of Agency in a particular litigation matter and Agency requires such representation, Agency must request and receive OAG approval of a new Outside Counsel Contract for litigation, before filing or responding to litigation matters. If Addendum A specifically authorizes litigation in a particular matter, Outside Counsel has the duty to promptly notify Agency and the OAG of the desirability or likelihood of an appeal.

IN WITNESS THEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS OCC.

Little Mendelson, P.C.

Texas Tech University System

DocuSigned by:

Darren Gibson

22FE9672C526462...

Darren Gibson

Shareholder

100 Congress Avenue

Suite 1400

Austin, TX 78701

Tax ID# 94-2602731

DocuSigned by:

Eric Bentley

050660EED5C44F7...

Eric Bentley

Vice Chancellor and General Counsel

Office of General Counsel

P.O. Box 42021

Lubbock, TX 79409

Approved:

By the Office of the Attorney General of Texas

DocuSigned by:

Lesley French

D98CA6B070F6470...

Texas Attorney General or Designee

OUTSIDE COUNSEL CONTRACT

OAG Contract No. 2024-768-0010

Addendum A

Scope of Services

OUTSIDE COUNSEL WILL ASSIST TEXAS TECH UNIVERSITY SYSTEM WITH POLICY AND PROCEDURAL MATTERS RELATED TO SEXUAL MISCONDUCT, AND ITS IMPACT ON THE TTU SYSTEM AND ITS COMPONENT INSTITUTIONS AND PROGRAMS, INCLUDING PROVIDING ADVICE ON THE 2020 TITLE IX REGULATIONS AND POTENTIALLY SERVING AS A HEARING OFFICER IN LIVE HEARINGS REQUIRED BY TITLE IX AND/OR THE UNIVERSITY. OUTSIDE COUNSEL WILL PROVIDE LEGAL ADVICE AND CONSULTATION REGARDING EMPLOYMENT LAW, EMPLOYEE BENEFIT, AND HIGHER EDUCATION MATTERS ON AN AS-NEEDED BASIS, PARTICULARLY WITH RESPECT TO CONDUCTING INTERNAL INVESTIGATIONS OF SEXUAL HARASSMENT, DISCRIMINATION, AND SIMILAR MATTERS WHERE A CONFLICT OF INTEREST OR VOLUME EXISTS; PROVIDING LEGAL ADVICE AND COUNSEL ON EMPLOYMENT LAW AND HIGHER EDUCATION ISSUES; CONDUCTING EMPLOYMENT LAW AND HIGHER EDUCATION TRAININGS; AND PERFORMING EMPLOYMENT LAW AND HIGHER EDUCATION AUDITS/REVIEWS AND OVERSEEING IMPLEMENTATION OF LEGAL RECOMMENDATIONS. SERVING AS A HEARING OFFICER FOR EMPLOYMENT AND ACADEMIC GRIEVANCE HEARINGS TO COVER THE TITLE IX, NON-TITLE IX DISCRIMINATION, ADA/504, AND OTHER HEARING OFFICER WORK.

OUTSIDE COUNSEL CONTRACT

OAG Contract No. 2026-731-0173

This agreement, including all Addenda (incorporated herein by reference), is hereinafter referred to as the “Outside Counsel Contract,” “Contract,” or “OCC.” This Outside Counsel Contract is made and entered into by and between the Texas Woman's University (“Agency”) and Michael Best & Friedrich LLP (“Outside Counsel”). The term “Party” or “Parties” as used in this OCC refers to either Agency, Outside Counsel, or both, and does not include the Office of the Attorney General of Texas (“OAG”). This OCC is made and entered into with reference to the following facts:

INDUCEMENTS

Whereas, Agency requires the assistance of outside legal counsel in carrying out its responsibilities;

Whereas, Agency has received prior approval from the OAG to contract for outside legal services; and

Whereas, Outside Counsel desires to provide legal services to Agency, subject to the authority of the OAG.

Now, therefore, in consideration of the inducements, covenants, agreements, and conditions herein contained, the Parties agree and contract as follows:

Section 1. Purpose/OAG Approval.

1.1 Purpose. Outside Counsel shall provide legal services to Agency, as described in Addendum A. Outside Counsel and Agency understand and agree to the OAG’s continuing authority and right to expand or limit the scope of legal services provided by Outside Counsel to Agency.

1.2 OAG Approval. The Texas Attorney General’s, or his Designee’s, signature on this OCC represents the OAG’s approval of Outside Counsel serving as legal counsel to Agency during the term of, and for the purposes expressed in, this OCC. Consistent with Section 402.0212 of the Texas Government Code, the OAG may withdraw, modify, limit, or expand this approval at any time.

1.2.1 Litigation. Outside Counsel shall not represent Agency in any litigation unless Addendum A specifically and unambiguously authorizes litigation in a particular matter. If Addendum A does not specifically authorize Outside Counsel’s representation of Agency in a particular litigation matter and Agency requires such representation, Agency must request and receive OAG approval of a new Outside Counsel Contract (or, at the OAG’s sole discretion, an amendment to this Contract) for litigation, before filing or responding to litigation matters. If Addendum A specifically authorizes litigation in a particular matter, Outside Counsel has the duty to promptly notify Agency and the OAG of the desirability or likelihood of an appeal. In addition,

OUTSIDE COUNSEL CONTRACT

OAG Contract No. 2026-731-0173

Addendum A

Scope of Services

Representing, advising, and providing guidance on all topics related to higher education law, including but not limited to institutional governance, ethics/conflicts of interest, public meetings and public information, student rights and responsibilities, Title IX and sexual misconduct, Clery Act / VAWA compliance, faculty matters, policy development, data privacy and security, Texas Education Code compliance, as well as other state and federal regulatory and compliance matters. Serving as a hearing officer for employment and academic grievance hearings to cover the Title IX, Non-Title IX discrimination, student misconduct, faculty terminations, and other hearing officer work, as needed.