

Filed in The District Court of Travis County, Texas

SC OCT 28 2015

At 1:36 P.M. Velva L. Price, District Clerk

CAUSE NO. D-1-GN 09-000251

NATHAN HECHT,

*Plaintiff,*

v.

TEXAS ETHICS COMMISSION,

*Defendant.*

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IN THE DISTRICT COURT

TRAVIS COUNTY, TEXAS

250<sup>TH</sup> JUDICIAL DISTRICT

I, VELVA L. PRICE, District Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on 10/28/2015



VELVA L. PRICE

DISTRICT CLERK

By Deputy: *Billy Paul*

**AGREED FINAL JUDGMENT  
BETWEEN NATHAN HECHT AND THE TEXAS ETHICS COMMISSION**

The Parties to the above-captioned action have informed the Court that they have reached a compromise, and hereby request the Court's entry of the following agreed final judgment:

**PARTIES**

Plaintiff Nathan Hecht ("Hecht") is an individual and a resident of Travis County, Texas.

Defendant Texas Ethics Commission ("TEC") is the agency charged with statewide enforcement of Title 15 of the Texas Election Code. TEX. CONST. Art. III §24a; TEX. GOV'T CODE Ch. 571. TEC's office is located at 201 East 14th Street, 10th Floor, Austin, TX 78701.

**JURISDICTION**

The Court has jurisdiction over this action pursuant to Texas Government Code §571.133.

**BACKGROUND**

On December 11, 2008, TEC entered a Final Order against Hecht (the "Final Order") in a TEC proceeding numbered SC-2707161 (the "Underlying Proceeding"). The Final Order provides that Hecht, while serving as a Justice of the Supreme Court of Texas, accepted an in-kind political contribution under the Texas Election Code by accepting a discount on the legal fee owed to Chip Babcock of Jackson Walker, LLP for representation of Hecht before the State Commission on Judicial Conduct and Special Court of Review. Hecht appealed the Final Order in the instant



action (the "Appeal"), disputing that the legal fee amounted to an in-kind contribution under the Texas Election Code.

Hecht and TEC (the "Parties") acknowledge that a bona fide dispute exists between them, both as to the existence and amount of liability, if any, in the Underlying Proceeding and Appeal and acknowledge that this Judgment does not constitute an admission by Hecht or TEC as to the merits of any claim or defense in the Underlying Proceeding or Appeal. The Parties agreed to the entry of this Judgment to settle all issues in the Underlying Proceeding and in this Appeal.

#### TERMS

1. The Parties understand the public's interest in private negotiations, including fee agreements, between government officials and the lawyers who represent them and who may also participate in their agency's affairs. In the instant matter, certainly things could have been clearer in the law governing such fee agreements, and in the subject fee agreement between Hecht and Jackson Walker. Hecht applauds TEC's current efforts to adopt rules clarifying the requirements relating to fee agreements and wishes to conclude these matters in a similar forward-looking fashion. The Parties agree that a written statement concerning legal fees reduces the possibility of a misunderstanding about the fees. Hecht thus agrees to obtain a written fee agreement with any lawyer or law firm he hires to represent him, either before or within a reasonable time after the representation commences.

2. Within three days after the date the Court enters this Judgment, Hecht agrees to deliver to TEC a check or money order in the amount of \$1,000.00, payable to the State of Texas. TEC agrees to promptly remit such payment, in full, to the Comptroller of the State of Texas for deposit in the State's General Revenue account.



3. This Judgment represents a compromise and settlement of all matters that were, or could have been, placed in issue by the Parties in the Underlying Proceeding or in this Appeal.

4. The occurrence of any violations of the Texas Election Code is in dispute and the entry of this Judgment shall not constitute an admission by Hecht or TEC with respect to any matter of fact or law in the Underlying Proceeding or in this Appeal.

5. By agreeing to and by virtue of the entry of this Judgment, the Parties agree that all Claims of the Parties are released, resolved, and forever discharged. For purposes of this Judgment, the term "Claims" is defined broadly to include any and all claims, demands, actions, causes of action, rights, debts, expenses, costs, losses, charges, obligations, liabilities, damages, and penalties of whatever kind or nature whatsoever, whether based on statute, common law, rule, or otherwise, whether in law or in equity, whether now existing or that might arise hereafter, whether known or unknown, whether foreseen or unforeseen, that either Party asserted or could have asserted in the Underlying Proceeding or in this Appeal. The Parties agree that Hecht is releasing his Claims for himself and all past, present, and future agents, managers, employees, and all other persons or entities in privity with or claiming by, through, or for Hecht. The Parties agree further that TEC is releasing its Claims for itself and any and all past, present, and future agents, officers, directors, members, officials, employees, affiliates, and all other persons or entities in privity with or claiming by, through, or for TEC. The Parties acknowledge, however, that their mutual releases in this paragraph do not release any of their commitments that are set forward in this Judgment and have no impact on the opinion in *In re Hecht*, 213 S.W.3d 547 (Tex. Spec. Ct. Rev. 2006).

6. The Parties represent and warrant that they each are the only and lawful owner of all Claims and that no portion of any Claim being released in this Judgment has been assigned or



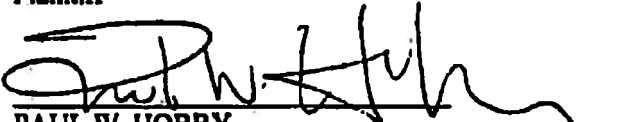
conveyed to any other individual or entity, or is reserved against any individual or entity.

7. The Parties understand and agree to the terms of this Judgment and waive their right to appeal its validity.

ENTRY REQUESTED THE 20th day of October, 2015.

  
NATHAN HECHT  
Plaintiff


10/24/15  
DATE

  
PAUL W. HOBBY  
On behalf of Texas Ethics Commission, Defendant

Oct 14, 2015  
DATE

**APPROVED AS TO FORM AND SUBSTANCE:**

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**ATTORNEYS FOR DEFENDANT, TEXAS ETHICS COMMISSION**

SIGNED this 20<sup>th</sup> day of OCTOBER, 2015.

  
PRESIDING JUDGE  
