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NOTICE OF MEETING - COMMISSIONERS COURT

RAINS COUNTY, TEXAS

Notice is hereby given that a SPECIAL MEETING of the Rains County Commissioners Court will be held at 12:00 p.m. on Monday, July 14, 2025, in the Rains County Courthouse Courtroom. Commissioner's Court is open to the public. The subjects to be discussed or considered or upon which any formal action may be taken are as follows:

- I. **CALL MEETING TO ORDER, PLEDGES OF ALLEGIANCE & INVOCATION**
- II. **PUBLIC TESTIMONY** – Citizens are invited to address the Commissioners Court on topics not already scheduled for a Public Hearing. Speakers are limited to 3 minutes and should conduct themselves in a civil manner. The Commissioners Court cannot take action on items not listed on the agenda in accordance with the Texas Open Meetings Act. Concerns may be addressed by County Staff, and may be placed on a future agenda or addressed by some other course of response.
- III. **PRESENTATIONS**
- IV. **OLD BUSINESS**
 - A. **ACTION ITEMS** – Discuss and possibly take action on the following:
- V. **NEW BUSINESS**
 - A. **CONSENT CALENDAR** – All items listed are considered to be routine by the Commissioner's Court and will be enacted by one motion.
 - B. **ACTION ITEMS** – Discuss and possibly take action on the following:
 - Approval of accounts payable.
 - Approval of line-item transfers.
 - Approval of budget amendments.
 - Approval of payroll and personnel.
 1. Discuss/Act on approving Judge Pro Tem [only if your current rules do not already name the senior Commissioner];

2. Discuss/action on approving bond for County Judge Brent Hilliard;
3. Discuss/action on approval of attorney contract to hire General Counsel for Rains County.

ADJOURN TO EXECUTIVE SESSION AS NEEDED

VI. EXECUTIVE SESSIONS

1. As permitted by Texas Government Code §551.071 (1) and (2), Consultation with Attorney; §551.072, Real Property; §551.073, Prospective Gifts; §551.074, Personnel Matters; §551.075, Investments; and §551.076, Security Devices / Audits.

ADJOURN TO REGULAR SESSION

VII. TAKE ANY ACTION ON ANY ITEM DISCUSSED IN EXECUTIVE SESSION AS NEEDED.


VIII. COURT DISCUSSION / PROPOSED AGENDA ITEMS

(Commissioners may discuss items on the agenda or suggest items for future agendas. Proposed agenda items may only be discussed by Commissioners if the Commissioners do so to propose that those items be placed on a future agenda). Items not appearing on the agenda may not be deliberated and no votes may be taken during this portion of the agenda. In response to comments from the public, Council may seek a statement of specific factual information or a recitation of existing policy from County Staff pursuant to Section 551.042 of the Texas Open Meetings Act).

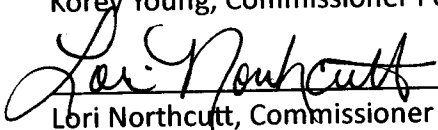
ADJOURN

Jeremy Cook, Commissioner Pct. 1


Mike Willis, Commissioner Pct. 2



Korey Young, Commissioner Pct. 3


Lori Northcutt, Commissioner Pct. 4

THE STATE OF TEXAS

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§
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RAINS COUNTY

COMMISSIONERS

COUNTY OF RAINS

COURT

July 14, 2025

Be it remembered, the Commissioners Court of Rains County, Texas, this **Special Meeting** being convened in the Rains County Courthouse, on **Monday, the 14th day of July 2025**, at **12:00 p.m.** with the following members of the court being present:

**COUNTY JUDGE BRENT D. HILLIARD
COUNTY COMMISSIONER MIKE WILLIS
COUNTY COMMISSIONER JEREMY COOK
COUNTY COMMISSIONER LORI NORTHCUTT
COUNTY COMMISSIONER KOREY YOUNG**

Recorded proceedings of court duly transcribed by:

**MANDY SAWYER
COUNTY CLERK/COURT EX-OFFICIO**

The agenda was prepared by the Judge's office announcing a meeting to be held by the Commissioners at **12:00 p.m. on Monday, July 14, 2025.**

The posted meeting of the Commissioners Court was held at **12:00 p.m. on Monday, July 14, 2025.**

I. CALL MEETING TO ORDER, PLEDGES OF ALLEGIANCE & INVOCATION

Meeting was called to order by Commissioner Mike Willis. Commissioner Corey Young led the Court with the Pledge of Allegiance to the United States of America Flag and the Pledge of Allegiance to the Texas Flag; Commissioner Mike Willis led the invocation.

II. PUBLIC TESTIMONY

Della Lanier Jim Jones
Suzette Rogers Lucas Kirkpatrick.

III. PRESENTATIONS- The official swearing in of the Rains County Judge, Honorable Brent D. Hilliard

IV. OLD BUSINESS

A. ACTION ITEMS

V. NEW BUSINESS

A. CONSENT CALENDAR- All items listed are considered to be routine by the Commissioners Court and will be enacted by one motion.

B. ACTION ITEMS- Discuss and possibly take action on the following:

- 1. Discus/take action approving Judge Pro-Tem [only if your current**

rules do not already name the senior Commissioner];

N/A

2. Discuss/take action approving bond for County Judge Brent

Hilliard;

Moved by Commissioner Korey Young, duly seconded by Commissioner Lori Northcutt to approve the surety bond for County Judge Brent D. Hilliard.

Court Members Voting Aye: Mike Willis, Jeremy Cook, Lori Northcutt and Korey Young.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

3. Discuss/take action on approval of attorney contract to hire

General Counsel for Rains County.

Moved by Commissioner Mike Willis, duly seconded by Commissioner Korey Young to approve engaging the attorney contract to hire General Counsel for Rains County.

Court Members Voting Aye: Brent D. Hilliard, Mike Willis, Jeremy Cook, Lori Northcutt and Korey Young.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

ADJOURN TO EXECUTIVE SESSION

VI. EXECUTIVE SESSIONS

1. As permitted by Texas Government Code §551.071 (1) and (2), Consultation with Attorney; § 551.074, Personnel Matters; §551.075; Investments; and § 551.076, Security Devices/Audits.

Entered into Executive Session at 12:55 p.m.

ADJOURN TO REGULAR SESSION

Reconvened into open session at 1:37 p.m.

VII. TAKE ANY ACTION ON ANY ITEM DISCUSSED IN EXECUTIVE SESSION AS NEEDED.

VIII. COURT DISCUSSION/PROPOSED AGENDA ITEMS

ADJOURN

Moved by Commissioner Lori Northcutt, duly seconded by Commissioner Jeremy Cook to adjourn.

Court Members Voting Aye: Brent D. Hilliard, Mike Willis, Jeremy Cook, Lori Northcutt and Korey Young.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried.

With no further business to be considered by the Court at 1:40 p.m., Judge Brent D. Hilliard declared Commissioners Court adjourned.

On this the 14th day of July, 2025, I, Mandy Sawyer, attest to the accuracy of this record.





Mandy Sawyer

Rains County Clerk

SCOTT, RAY
PEMBERTON & GOLL, PLLC
ATTORNEYS AT LAW

DANIEL W. RAY
PARTNER

DIRECT DIAL: (903) 454-0044
daniel@scottraylaw.com

2608 Stonewall Street
Post Office Box 1353
Greenville, Texas 75403

1400 N. Coit Rd., Suite 406
McKinney, Texas 75071

July 11, 2025

PRIVILEGED & CONFIDENTIAL

Rains County, Texas
Commissioners Court
220 W. Quitman St., Suite B
Emory, Texas 75440

Re: Legal Services Agreement with Scott, Ray, Pemberton & Goll PLLC, for General
Counsel Services

Dear County Judge and Commissioners:

We are pleased you are considering engaging Scott, Ray, Pemberton & Goll PLLC (the "Firm") to represent you ("You," "Your," or the "Client") as general counsel as set out in paragraph 1 below. The Firm will do its utmost to serve You professionally and effectively in our representation. If You have any questions at any time concerning the handling of this matter, please let us know so we can answer and resolve any questions that may arise.

We believe our relationship best begins with a mutual understanding of expectations and the scope of our engagement through execution of this engagement letter (the "Letter"). We would also like to make certain we establish an open line of communication between You and the Firm. This Letter will confirm our understanding of the legal services we are being asked to provide to the Client, confidentiality and conflicts of interest issues, and the agreement concerning the fee arrangement under which the Firm will represent the Client.

1. Scope of Representation. The initial scope of the Firm' representation is to act as general counsel for Rains County, in any non-litigation capacity as directed by the County Judge and Commissioners Court ("Scope of Representation"). The Firm may perform additional services as the Client may from time to time request and the Firm agree to provide, including litigation. Any services that the Firm provides outside the Scope of Representation will require a separate retention letter. It is understood that the Firm does not provide legal services in the areas of tax, trusts and estates, and probate. You will need to retain other counsel if you require legal services regarding those legal issues.

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2. Client Cooperation and Information. It is critically important that You agree to cooperate fully with us, accurately, timely and completely present all relevant facts, provide us with all relevant documents and information, respond promptly to our requests, and inform us of all information and developments relating to this matter. Our ability to provide the requested advice and services will in part depend on information that the Client will need to provide to us or authorize others to provide to us. As the need for information arises, we will let You know what information or documentation will be necessary in our representation (collectively, the "Client Materials"). We request that all Client Materials we reasonably request be promptly furnished. Our ability to meet certain deadlines established in connection with the Scope of Work will require careful coordination between the Firm and the Client. The Firm shall be entitled to rely on and assume, without independent verification, that all assumptions, information and data included in the Client Materials are complete and accurate. The Firm will not audit or otherwise verify the accuracy or completeness of the Client Materials submitted hereunder, although we may ask for clarification of Client Materials from time to time.

3. Representation. For purposes of this engagement, the Firm will represent the Client specifically listed in this Letter. The Firm will not represent any person or entity other than the Client. You agree that we have no attorney-client relationship with and owe no duties to persons or entities not expressly identified by name as the Client in this Letter, even if You might owe them fiduciary duties. This Letter has no third-party beneficiaries, including trust or estate beneficiaries, trustees, spouses, relatives, partners, members, shareholders, investors, successors, agents, officers, directors, employees, insurers, insureds, indemnitors, indemnitees or other representatives.

4. Client Identity. We may be required by law to obtain documents evidencing the identities and addresses of the Client. If You are acting as an agent for another person or entity, we also may be required to verify the identity of the ultimate owner(s) or principal(s) of a Client. The nature of the documents or evidence required varies depending on the circumstances, but we may be legally required to decline to act for a Client whose identity is unknown or unclear. You agree to promptly supply this information upon request.

5. Conflicts of Interest. An important consideration we have in accepting any engagement is whether it will put the Firm in conflict with any existing client interests or with other parties involved in contract negotiations or litigation with Rains County. We reserve the right to continue representing existing clients and new clients in any matter not substantially related to our Scope of Representation with You. If a conflict of interest arises, we will bring it to the attention of all of our clients concerned and seek agreement as to our ability to continue our representation of any or all involved. Conversely, it is the Client's duty to inform us of any conflicts of interest the Client becomes aware of that could affect our Scope of Representation. Additionally, as the Scope of Representation progresses, You agree to provide us with the names of all persons and entities that You believe are or might become involved in this matter so that we



may undertake our customary conflicts check on those names to confirm that the Firm do not have a conflict that would prohibit us from providing legal services hereunder. If after we have commenced work, we discover that a conflict exists in connection with the services contemplated by this Letter, we will discuss that situation with You and may be disqualified from continuing our representation in this matter.

6. Scope of Services Provided by the Firm. Our Firm solely provides legal services. We do not provide business, investment, insurance, underwriting, accounting, financial, or technical services or advice, and You may not rely on us for such advice. Similarly, we do not make business decisions for You, and we do not investigate the character or credit of persons with whom You might be dealing. We also are not responsible for review of Your insurance policies or other documents to determine the possibility of coverage or indemnity for any claim asserted in this matter or for notification of Your insurance carriers about the matter. We encourage You to address those issues with other advisors or professionals.

7. No Guarantee of Performance. As is true with all legal services, we cannot guarantee the results of our representation, and therefore, we do not make any warranties express or implied with regard to our representation. Any expressions on our part concerning possible outcomes associated with the Scope of Representation are expressions of our professional judgment, but are not and should not be considered a guarantee of performance. Such expressions, even if described as opinions, are necessarily limited by our knowledge of the facts, and are based on our views of the state of the law at the time they are expressed and involve known and unknown risks, uncertainties and assumptions. Additionally, the future success or failure of the Client will be based on matters that, by their nature, are forward-looking at the time of our representation. These may include, without limitation, information concerning future strategic objectives, business prospects, financial results, industry or market conditions, regulatory developments or general economic conditions. Although we provide legal advice based on assumptions that we believe to be reasonable, there can be no assurance that the results from the actual performance or operation of the Client will not differ materially from the potential outcomes we discuss during our representation. In no event will the Firm provide any contractual indemnity to You or any other person or entity in connection with the Scope of the Representation.

8. Disclosures and Confidentiality. All matters regarding this representation which are discussed with the Firm will be confidential and will not be shared with any individuals outside the Firm, absent the Client's consent or except as otherwise required by law. All material non-public information which is provided to the Firm during the course of its engagement hereunder will be used solely in the course of the performance of its services hereunder and will be treated confidentially by the Firm for so long as it remains non-public. Please note that any information provided to us by the officers, directors and shareholders of the Client will not be confidential as between such persons since we are the Client's counsel. You further agree that, subject to our confidentiality and professional responsibility obligations, we may disclose the existence of our

attorney-client relationship with You for the limited purpose of obtaining informed consent or a conflicts waiver from another client.

9. Attorney Assignments. We anticipate that Daniel Ray will be the primary attorney responsible for the Scope of Representation and that other attorneys at our Firm will also be working on the Scope of Representation. Routine aspects of our representation, such as legal research, drafting and fact gathering, may be handled by other attorneys at the Firm, paralegals or legal assistants to the extent possible. In addition, other partners may be called upon from time to time as warranted by the circumstances.

10. Fees. Our fees will be based on the criteria considered as a guide in determining the reasonableness of a fee as specified in the Texas Disciplinary Rules of Professional Conduct as adopted by the Texas Supreme Court. Unless we otherwise advise in advance, our fees will directly relate to the amount of time expended and the current hourly billing rate of the professional(s) involved. We will bill \$275/hour for the attorneys at the Firm with more than 15 years of experience, \$250/hour for other attorneys, \$110/hour for paralegals, and \$45/hour for records clerks. In all events, however, the fees charged will be reasonable in light of the criteria of the Texas Disciplinary Rules of Professional Conduct. If You believe our fees do not represent the work performed on behalf of the Client, we would appreciate an opportunity to discuss the matter, and we will work to ensure You are satisfied with the work we perform and the legal fees charged in connection with our work. At all times, we believe in open communications concerning our representation.

11. Billing. You acknowledge that You are responsible for payment of our fees and other charges. We will generally send monthly statements showing all fees, costs, expenses and advances incurred during the prior monthly period (each, a "Monthly Invoice"). Most attorneys and legal assistants generally bill in 6-minute increments (or 1/10 of an hour). The Client should review each Monthly Invoice promptly when received and bring any questions to our attention within ten (10) days of receipt, after which time such Monthly Invoice shall be considered accurate, fair, reasonable and accepted by the Client. The Client agrees to pay each invoice within thirty (30) days from receipt of such Monthly Invoice. If You do not timely pay them, we may withdraw from representing You provided that we comply with the applicable rules of professional conduct. At this time, the Firm will not require a retainer deposit from the Client, although the Firm reserves the right to request a retainer in the future. If You ask us to invoice You using e-billing software or a third-party e-billing service, we will do so if it can be done in a technologically practical manner consistent with our internal security and IT procedures and without the incurrence of additional costs to the Firm to utilize the service. By asking us to use such software or e-billing services, You confirm that (i) Your terms of service with the software provider or vendor contain appropriate confidentiality provisions and limitations on the vendor's use of the information, and (ii) we may accept without further inquiry on our part that the terms of service of the vendor will satisfy our confidentiality obligations to You and any cybersecurity guidelines that You might send us.

12. Expenses. It is often necessary to incur expenses for ancillary services and items incurred in connection with our performance of legal services on behalf of the Client. These items are separately itemized on our Monthly Invoices as reimbursable expenses, advances or disbursements (collectively, the "Expenses"). Primarily, these Expenses represent out-of-pocket costs, but some may be attributable to internal costs. Where the Expenses involve payments to persons outside the Firm, we may request that these Expenses be paid by the Client directly and/or in advance. In this regard, the Client agrees to promptly pay the Firm for all Expenses of our Firm in addition to our fees.

13. Data Storage. The Firm are not obligated to keep files or records related to a Client after the Scope of Representation is completed unless required to do so by operation of law. It is the both Firm' policy to destroy client files within four (4) years after the completion of the Scope of Representation; however we may retain records of client files beyond such four (4) year period. The Firm' retention of client files does not constitute the performance of legal services for You and does not create or revive an attorney-client relationship between us.

14. Electronic Communications and Personal Data. The Firm may send documents or other information to You or others on Your behalf in connection with our Scope of Representation using electronic communication methods, including via mobile phones, tablets, electronic devices, the internet and other networks. Client understands that electronic communication is not an absolutely secure method of communication. Client acknowledges and accepts the risk associated with such electronic communication and authorizes the Firm to use electronic communications to communicate with the Client and others as reasonably necessary in connection with the Scope of Representation. The Client also acknowledges our use of third-party online backup/file storage services and e-discovery vendors (e.g., ShareFile, OneDrive, Office 365, ILS, Disco, Everlaw) for that purpose and accepts the risks of disclosure of confidential information to third parties that may be attendant upon the use of such services. By engaging us, You (i) acknowledge that, with regard to any personal data that You provide us, You have consent from the data subjects or have some other lawful basis to provide their personal data to us, (ii) agree that we may maintain and use that data in order to represent You and to fulfill any regulatory, professional, and legal obligations we might owe to You, and (iii) agree that the use of the personal data that You provide to us is necessary for the performance of this agreement and to carry out our representation of You.

15. Agents and Consultants. As part of our representation, the Client may authorize or direct us to communicate with certain agents, including (without limitation), one or more accountants, consultants or other advisors to assist the Firm in making recommendations with respect to the Scope of Representation. It is our intention that all confidential communications with such other persons are made to facilitate the performance of professional legal services and, as such, will to the maximum extent possible be protected pursuant to the attorney-client privilege under Texas law.

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16. Termination. The attorney-client relationship is a very personal one and the Client has the right at any time to terminate this engagement for any reason and so do the Firm. In the event of termination before a particular matter is concluded, we shall make every reasonable attempt to affect an orderly transfer of the Client's files to whomever the Client may designate. Termination of our services shall not relieve the Client of the obligation to pay for all time expended and expenses incurred prior to the date of termination and transfer of the file or our work product. Subject only to obligations which we may have as expressly provided by law or the Rules of Professional Conduct ("Ethics Rules"), we will have no continuing obligation to the Client in connection with or as a result of this engagement after the termination of the attorney-client relationship. Our prior representation of the Client does not constitute or include a continuing obligation to advise or represent the Client, including without limitation as to subsequent developments or proceedings, or concerning subsequent legal developments that might have a bearing on the Client's affairs or as to any subsequent requirement the Client may have concerning the Scope of Work. Our attorney-client relationship will be considered terminated upon the completion of the Scope of Work or when more than thirty days have elapsed from the last time that the Client requests and we furnish any billable services to the Client (the "Termination of Relationship"). Following the Termination of Relationship, changes may occur in the applicable laws or regulations that could have an impact on the Client's future rights and liabilities. Unless the Client engages the Firm to provide additional advice, we have no continuing obligation to advise the Client with respect to future developments. The fact that we may inform the Client from time to time of developments in the law which may be of interest, by electronic newsletter or otherwise, should not be considered to be a revival of an attorney-client relationship.

17. Compulsory Process and Post-Engagement Tasks. Following the Termination of Relationship, You might ask us, or we might be compelled, to undertake certain post-engagement tasks relating to this matter, such as responding and objecting to subpoenas, searching for and producing documents, performing transition work, and other similar activities. In those situations, we will promptly notify and consult with You, and You agree to compensate us for the fees and expenses we incur, including payment for the time spent by our attorneys and other timekeepers calculated at our then applicable hourly rates. If we are requested by a court to produce documents or other information or are otherwise required to do so by law, You agree that we may produce the documents or other information and that we are not required to file an appeal from that judicial order. Nothing in this Letter obligates our attorneys or personnel to submit to interviews or to provide testimony. Performing post-engagement tasks will not constitute providing legal services to You, and it will not create or revive an attorney-client relationship between us.

18. Entire Agreement. This Letter constitutes the entire agreement between the parties with respect to our engagement as described in this Letter. All prior discussions, correspondence and agreements, oral or written, are superseded hereby and no amendment or modification of this Letter shall be effective unless it is in writing and signed by all parties.

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19. Counterparts. This Letter may be executed in multiple counterparts, any of which shall be binding on the party signing it. Delivery of an executed counterpart by facsimile or electronic means shall be as effective as delivery of a manually executed original signature page.

20. Governing Law, Time for Suit, Venue, and Arbitration. All questions concerning the rights and obligations of the Client and the Firm (collectively, the "Parties") under this Letter shall be governed by the laws of the State of Texas (without regard to the choice of law principles thereunder), including (without limitation) the Texas Rules of Professional Conduct and Texas laws relating to applicable statutes of limitation, burdens of proof and available remedies. The Parties acknowledge that selecting the laws of Texas is reasonable in view of the location of Parties' offices in Texas, the Firm's status as a Texas PLLC and application of the Texas rules to the lawyers who may participate in the Scope of Representation. **Any and all disputes arising out of this Letter, or in any way relating to this Letter, or the breach thereof, or connected with the business relationship between the Parties or the Scope of Representation, shall be resolved by arbitration in accordance with procedures set forth by the American Arbitration Association. It is the intention of the Parties that this paragraph is construed as a broad-scope arbitration provision. The arbitration will take place in Texas, and in a County mutually approved by the Parties. Client agrees to initiate any suit, action, or proceeding against the Firm' within 2 years after the completion of the Scope of Representation.**

21. Notice Required by Texas Law. The Texas Bar requires that attorneys provide their clients the following notice:

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint. Please call 1-800-932-1900 toll-free for more information.

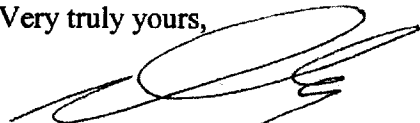
The Supreme Court of Texas has promulgated The Texas Lawyer's Creed - A Mandate for Professionalism, which states that an attorney should inform a client of the creed's contents when undertaking a representation. We will provide You with a copy of the creed upon request. It is also available online at the Texas Bar website, www.texasbar.com.

22. Legal Effect. Please note that this Letter includes legally binding provisions on both the Client and this Firm. If the Client is unsure about the meaning or legal effect of any provision of this Letter, we suggest and encourage the Client to seek legal advice from an attorney not associated with our Firm prior to executing the Letter.

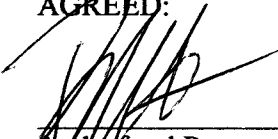
If this Letter correctly sets forth our understanding and agreement with respect to the matters mentioned above, please execute and return an executed copy of this Letter to my attention. Thank you again for engaging our Firm to represent You. Please call us if You have any questions

or comments. Our representation of You will not commence until we have received an executed copy of this Letter. We look forward to working with You.

Very truly yours,


For Scott, Ray, Pemberton & Goll PLLC

AGREED:



Authorized Representative
for Rains County, Texas

Date: 7-14-25

Daniel W. Ray
Daniel@ScottRayLaw.com

2608 Stonewall
Greenville, TX 75401

Office: 903.454.0044
Cell: 903.217.2828

EXPERIENCE

SCOTT, RAY, PEMBERTON & GOLL, PLLC

GREENVILLE & MCKINNEY, TX

Partner and President – 2007 to present

- General Counsel for Hunt and Rockwall Counties, City Attorney for Greenville and other entities, Municipal Prosecutor since 2007
- 80% of work representing local governments
- Over past 18 years, represented 18 local governments in Texas, including counties, cities, and Special Utility Districts, as general or special counsel, including special investigations; served as general counsel for all Hunt County and Greenville offices and elected officials
- Completed over 12,000 Public Information Request responses for local governments
- Acted as first-chair counsel for more than 50 jury trials as prosecutor and special counsel
- Handled all aspects of municipal development for local governments, including establishment of TIRZ, PID and MUD districts, as well as economic development incentive contracts
- Assisted Commissioners Court and City Council in legislative efforts since 2009, including drafting bills related to exercise of municipal police powers
- Managed on average 25-30 outside professional vendors at any one time for legal and technical work, including litigation attorneys, insurance counsel, development negotiation teams, ADA and federal/state legal compliance, and Human Resources

MARSHALL, WHITE & COMPANY, LLP (NOW LOUIS BRISBOIS, LLP)

DALLAS, TX

Associate – 2006 to 2007

- Litigation attorney representing foreign insurance underwriters, especially Lloyd's of London
- Management of outside litigation attorneys for suits against Lloyd's of London underwriters

WILSON, ELSE, MOSKOWITZ, EDELMAN & DICKER, LLP

DALLAS, TX

Associate – 2005 to 2006

- Practice focused on employee benefits plans litigation and contract issues for corporate and insurance clients, with special focus on employee benefits plans governed by ERISA
- Representative clients: Prudential, CIGNA, BCS, Zurich, Beasley, AXA, Connecticut General, American Skandia, various Underwriters at Lloyd's of London, Maxim CraneWorks, and Leviton Manufacturing Company

HARTLINE, DACUS, BARGER, DREYER & KERN, LLP

DALLAS, TX

Associate – May 2004 to August 2005

- Litigation for manufacturers
- Corporate legal work including preparation of federal and state trademark and servicemark applications
- Representative clients: General Motors, BMW, Wal-Mart, Wal-Mart Pharmacies, Harley-Davidson, Goodyear, TYCO, SimplexGrinnell, Bridgestone/Firestone, Continental Tires, AIG, Conoco-Philips, Lincoln Electric Company, and New United Motor Manufacturing

HON. JUDGE RICHARD BEACOM, 354TH DIST. COURT

GREENVILLE, TX

Clerk – Summer 2003

- Researched and briefed civil trial issues; Wrote opinions for civil and criminal trial motions

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EDUCATION

SOUTHERN METHODIST UNIVERSITY LAW SCHOOL

DALLAS, TX

Juris Doctor, May 2004

- SMU Law Review Association – *Articles Editor*
- Dean's List; Phi Delta Phi (academic honor fraternity) – *Member*
- SMU Federal Taxpayers Clinic – *Student Attorney*

HOWARD PAYNE UNIVERSITY

BROWNWOOD, TX

Bachelor's degree in History and Political Science, May 2001

- Hatton W. Sumners Scholarship recipient
- President's List/Dean's List – 6 Semesters; National Dean's List
- Texas Undergraduate Moot Court Association:
 - Top Oralist Award at State Tournament – 2000
 - State Tournament Semi-Finalist Team – 1999, 2000, 2001

CAREER HIGHLIGHTS

- Negotiated \$100,000,000+ lease contract for the City of Greenville and the City's largest employer – L3 Communications – for a 30-year occupancy of Major's Field Airport.
- Handled \$25,000,000+ in government lawsuits as first-chair attorney for construction, contract and environmental claims in state and federal court
- Legislative work in Austin:
 - o 83rd Legislature: Led a group of attorneys and lobbyists from August 2012 through end of Special Session to defeat six bills and numerous bill edits (drafted and funded by special interest groups to destroy cities' and counties' ability to enforce water pollution laws).
 - o Worked on legislation that passed during 82nd legislatures related to Texas tax rules (setting up Free Trade Zone and Municipal Utility District in Hunt County which have drawn many millions in foreign investment to North Texas).
 - o Worked as legislative liaison for the Texas Environmental Law Enforcement Association for previous 5 sessions, to increase local government enforcement authority and block attacks on police search powers
- *Friddle v. Fisher* (Texas Supreme Court – 2013): Represented clients in public policy case that dramatically changed oil and gas rights in Texas – the national trendsetting state for that area of law. After unanimous appellate court decision, and follow-up Supreme Court decision, land owners now owe a special duty to royalty owners never before recognized in Texas law.
- Numerous speaking engagements with Texas City Attorney Association, Texas Environmental Law Enforcement Association and Texas Police Chiefs Association to train police and prosecutors on local use of federal powers under the Clean Water Act to clean up illegal dumping
- Over 150 articles published in local newspapers answering legal questions from public in "Ask an Attorney" series.

PROFESSIONAL LICENSES & ASSOCIATIONS

State Bar of Texas

United States District Court for the Northern District of Texas

Texas Environmental Law Enforcement Association – Member, Vice President of Legislative Affairs (2018-2026)