

JOHNSON COUNTY COMMISSIONERS COURT

Filed For Record 8:25<sup>A</sup> M



JAN 08 2015

County Clerk Johnson County  
By ma Deputy

RICK BAILEY  
Commissioner Pct. #1

ROGER HARMON  
County Judge

JERRY D. STRINGER  
Commissioner Pct. #3

KENNY HOWELL  
Commissioner Pct. #2

Alison Hitchcock  
Assistant to Commissioner's Court

DON BEESON  
Commissioner Pct. #4

THE STATE OF TEXAS  
  
COUNTY OF JOHNSON

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§  
§

ORDER #2014-52

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**COMMISSIONERS COURT GRANTING AN EXEMPTION UNDER SECTION 262.024, LOCAL GOVERNEMENT CODE, FROM THE BIDDING REQUIREMENTS OF SECTION 262.023, LOCAL GOVERNMENT CODE, UPON THE COMMISSIONERS COURT FINDING THAT THE CONTINGENCY FEE CONTRACT OF REPRESENTATION WITH MCDONALD LAW FIRM, P.C. IS FOR A PROFESSIONAL SERVICE**

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The Johnson County Commissioners Court met on December 22, 2014 in regular session for the consideration of Contingency Fee Contract of Representation with McDonald Law Firm, P.C. The Commissioners Court finds that this contract is for a professional service and that the Commissioners Court may grant an exemption under Section 262.024, Local Government Code, from the competitive bidding requirements of Section 262.023, Local Government Code.

A motion was made by Commissioner Rick Bailey and seconded by Commissioner Jerry Stringer that: "The Commissioners Court find the Contingency Fee Contract of Representation with McDonald Law Firm, P.C. is for a professional service and that the Commissioners Court grant an exemption under Section 262.024, Local Government Code, from the competitive bidding requirements of Section 262.023, Local Government Code, and enter an order to that affect, and that the Commissioners Court approve the Contingency Fee Contract of Representation with McDonald Law Firm, P.C."

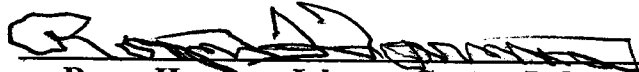
Said motion was approved by unanimous vote of the Commissioners Court on the 22<sup>nd</sup> day of December, 2014.

**COPY NOT COMPARED  
TO ORIGINAL**

**NOW THEREFORE BE IT RESOLVED AND ORDERED:**

The Commissioners Court of Johnson County, Texas does hereby enter this order granting an exemption under Section 262.024, Local Government Code, from the bidding requirements of Section 262.023, Local Government Code, upon the Commissioners Court finding that the Contingency Fee Contract of Representation with McDonald Law Firm, P.C. is for a professional service.

**WITNESS OUR HAND THIS THE 22<sup>nd</sup> DAY OF DECEMBER, 2014.**



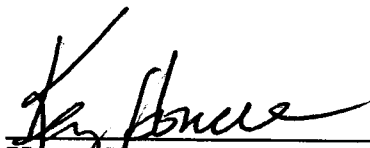
**Roger Harmon, Johnson County Judge**

Voted:  yes, \_\_\_ no, \_\_\_ abstained



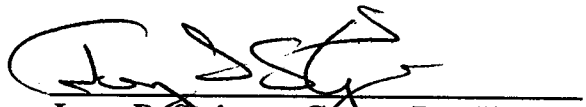
**Rick Bailey, Comm. Pct. #1**

Voted:  yes, \_\_\_ no, \_\_\_ abstained



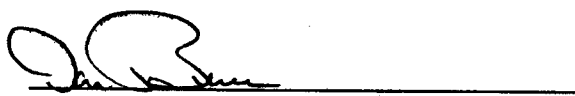
**Kenny Howell, Comm. Pct. #2**

Voted:  yes, \_\_\_ no, \_\_\_ abstained



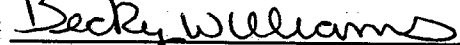
**Jerry D. Stringer, Comm. Pct. #3**

Voted:  yes, \_\_\_ no, \_\_\_ abstained



**Don Beeson, Comm. Pct. #4**

Voted: \_\_\_ yes, \_\_\_ no, \_\_\_ abstained

ATTEST: 

**Becky Williams, County Clerk**





# M<sup>c</sup>DONALD

LAW FIRM

## CONTINGENCY FEE CONTRACT OF REPRESENTATION

The undersigned Johnson County, Texas ("Client") employs and retains the law firm of McDonald Law Firm, P.C. (herein "Attorneys") to represent Client as set forth herein.

- SCOPE OF REPRESENTATION:** Client retains Attorneys to represent, appear, and act for Client to investigate and prosecute any and all claims for the recovery of any and all unpaid, underpaid and/or improperly calculated royalties due or payable on mineral leases with Chesapeake Energy Company and any predecessor, successor or related entities.
- AUTHORITY OF ATTORNEYS:** Client empowers Attorneys to take all steps in this matter deemed by them to be advisable for the investigation and handling of Client's claim, including hiring investigators, expert witnesses, and/or other attorneys and filing any legal action necessary. Client authorizes and empowers Attorneys to do any and all things necessary and proper in the enforcement, compromise, settlement, adjustment and collection of Client's claims, and Client further authorizes and empowers them to sign any and all pleadings and all releases, authorizations and other papers necessary and proper in connection with the prosecution or enforcement of the claims and collection of the damages awarded or to be paid thereunder, and to receive such funds or other property in Client's name and for Client on account of any judgment recovered or any settlement agreed upon in connection with the claims. Full power and authority is given by Client to Attorneys to adjust, settle or compromise Client's interests, but no final settlement shall be made and consummated by Attorneys without first submitting the offer, compromise, or adjustment to Client for approval, and Client agrees not to compromise or settle the claim without the Attorneys' authority, agreement and consent.
- ATTORNEYS' FEE:** This Agreement is a contingency fee contract. Specifically, if Attorneys are successful in recovering money or any thing of value for Client, by settlement or trial, Attorneys shall receive attorneys' fees in the amount of thirty-three and one-third percent (33 1/3%) of the gross recovery. All attorneys' fees shall be a percentage of the gross recovery. Gross recovery means the gross amount of money or other value or property recovered for Client. If Attorneys do not recover any money or other value or property for Client, Client will not owe any attorneys' fees.
- COSTS AND OTHER EXPENSES:** It will be necessary for Attorneys to incur and advance certain court costs and other types of expenses for Client. These costs and other expenses may include, but are not limited to, the following: costs for filing and service fees; travel expenses

### M<sup>c</sup>DONALD LAW FIRM

3100 WEST 7<sup>TH</sup> STREET, SUITE 230 . FORT WORTH, TEXAS 76107 . PHONE 817.717.5081 . FAX 817.717.5082 . [WWW.DWMLAWFIRM.COM](http://WWW.DWMLAWFIRM.COM)

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(including airfare, food, ground transportation, and lodging expense); deposition expenses and court reporter fees; and, preparation of exhibits and graphics. In addition, it may be necessary to employ technical expert witnesses to examine and report on the facts of Client's cause of action. Client agrees that Attorneys may, in their discretion, employ and pay these expert witnesses. Attorneys and Client further agree that all such costs and expenses shall be paid from the Client's recovery. If Client's percentage of gross recovery is not enough to pay for the costs and other expenses herein, Client has no further obligation to pay these costs and expenses and it is Attorney's responsibility to pay for any remaining costs or expenses owed. In no event will Client be obligated to pay out of pocket for any expenses incurred by Attorneys in the prosecution of Client's case, such expenses to be paid only out of Client's share of recovery. In the event of no recovery, Client will have no liability or responsibility whatsoever for any expenses. Attorneys and Client agree that expenses shall be capped at 5% of the gross recovery. "Gross recovery" means the recovery before deducting for attorney's fees.

Client agrees, consents, acknowledges and understands that Client's case may be filed, settled, and/or go to trial with a larger group of royalty owners in the Designated Pooled Unit ("DPU") which includes Client's interest, and potentially with other royalty owners in other DPUs. Additionally, Client agrees, consents, acknowledges and understands that Attorneys will incur certain expenses, including professional fees for forensic accountants, that jointly benefit multiple clients. Client agrees, consents, acknowledges and understands that Attorneys will divide such expenses among all clients participating in the recovery according to each client's percentage of the recovery.

5. **DISBURSEMENT OF PROCEEDS TO CLIENT:** Client understands that Attorneys make no guarantee or assurance of any kind regarding the likelihood of success of Client's claims. Upon receipt by Attorneys of the proceeds of any settlement or judgment, Attorneys shall (1) retain thirty-three and one-third percent (33 1/3%) of the proceeds as their Attorneys fees (2) deduct from the Client's share of the proceeds any costs and expenses, and (3) disburse the remainder of Client's share of the proceeds to Client. At the time of disbursement of any proceeds, Client will be provided with a disbursement sheet reflecting the Attorneys' fees, the expenses deducted out of Client's share, and the remainder of Client's share.

6. **MISCELLANEOUS:** In case any one or more of the provisions contained in this agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

7. **STATE BAR NOTICE TO CLIENT:** 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 General

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Counsel will provide you with information about how to file a complaint. Please call 1-800-932-1900, toll free, if you desire more information.


CLIENT HAS READ AND UNDERSTANDS THIS CONTRACT AND AGREES AS STATED ABOVE THIS 20<sup>th</sup> DAY OF December, 2014.

Johnson County, Texas



BY: Roger Harmon, County Judge  
2 N. Main Street  
Cleburne, Texas 76033  
817-556-6360

McDONALD LAW FIRM, P.C.  
3100 West 7th Street, Suite 230  
Fort Worth, Texas 76107

By:   
Date: 12, 2015

McDONALD LAW FIRM

3100 WEST 7<sup>TH</sup> STREET, SUITE 230 . FORT WORTH, TEXAS 76107 . PHONE 817.717.5081 . FAX 817.717.5082 . WWW.DWNLAWFIRM.COM

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PAGE 3 OF 3