

## CLIENT-ATTORNEY EMPLOYMENT CONTRACT

Judge Mario E. Ramirez, Jr. Juvenile Justice Center and their authorized representatives ("Clients") hereby employs V. Gonzalez & Associates, P.C., (the "Gonzalez Firm"), the Law Offices of Kathryn Snapka (the "Snapka Firm"), and the Law Office of Felipe Garcia, P.C. (the "Garcia Firm") (collectively, the "Law Firm") to represent us and our interest(s) in a cause of action that we may have as a result of construction defects causing loss, and/or damage to the Judge Mario E. Ramirez, Jr. Juvenile Justice Center located at 1001 N. Doolittle Rd, Edinburg, Texas 78540. Clients(s) agree to assign the Law Firm thirty-three percent (33%) of any recovery Clients(s) receives prior to a suit being filed or forty percent (40%) of any recovery client(s) receives after suit is filed on the above-mentioned controversy, claim(s), cause(s) of action, incident(s), and/or occurrence(s) (hereinafter, "The Contingency Fee.") In the event that a jury returns a verdict for attorney's fees in an amount higher than Forty percent (40%), attorneys will collect jury's award as attorney's fees.

X:  (Initials)

X:  (Initials)

It is agreed and understood that the attorneys will divide all attorney's fees in the following manner: The Gonzalez Firm shall collect 25% of all attorney's fees collected, the Snapka Firm shall collect 50% of all attorney's fees collected, and the Garcia Firm shall collect 25% of all attorney's fees collected. All settlement or other funds collected on behalf of the client shall be deposited in the trust account of the Snapka Firm. The Gonzalez Firm and Garcia Firm shall be released from any liability regarding the safe guarding and payment of said funds from the Snapka Firm to the Client.

It is agreed and understood that the Snapka Firm will advance all expenses incurred in the prosecution of this claim and that such expenses shall be reimbursed to the Snapka Firm from clients' portion of the recovery. In other words, the Law Firm will receive its appropriate percentage share of the gross recovery. The term "gross recovery" means the total amount paid by the opposing party or the total amount of consideration received by clients (whichever is higher), whether it be a sum of money, a benefit, a barter or exchange of service or any other type of consideration.

The term "expenses" shall mean the expenses reasonably and necessarily incurred in the prosecution of the case, including but not limited to court costs, bonds, deposition fees, transcripts fees, reprographic fees, expert witness fees, structured settlements specialist, subpoena fees, photography costs, witness fees, graphic artist's fees, and any other expenses, expressly including demonstrative evidence, which the attorney of the Snapka Firm, in their professional judgment, determine to be necessary in the proper prosecution of this case. It is further agreed and understood that the Gonzalez Firm and Garcia Firm shall not be required to advance expenses associated with the case. All decisions to incur expenses, and responsibility for payment thereof, shall be the sole decision, in their professional judgment, of the attorneys for the Snapka Firm.

All litigation decision, including, but not limited to, the drafting of pleading, discovery, motions and other litigation documents, retention for experts, incurring expenses, litigation decisions, regarding trial and pretrial matters, etc., shall be the sole responsibility of the Snapka Firm. The Gonzalez Firm and Garica Firm shall be released from any liability associated with decisions regarding trial and/or litigation strategies, those decisions being the sole responsibility of the Snapka Firm. The Snapka Firm shall serve as Litigation Attorneys and shall be responsible for all trial and litigation decisions, drafting of pleading and motions, attending hearings, taking depositions all other court related matters and any matters associated with the litigation of the clients claims. The Gonzalez Firm and Garcia Firm shall serve as Office Attorney's, and shall be responsible for communicating with the client, aiding and responding to discovery, legal research as may be deemed necessary by the Gonzalez Firm and Garcia Firm, assisting in communication with the Client and evaluation and consultation on proper compliance with the rules and regulations regarding County property in the State of Texas.

The Law Firm is hereby authorized to represent Clients in all matters of litigation relating to construction defects causing loss and/or damage to Judge Mario E. Ramirez, Jr. Juvenile Justice Center, provided however prior to commencement of filing documents with any court, Law Firm shall consult with Clients and obtain Client's written consent to proceed with the filing of any such documents with any court. If at any time the Law Firm determines that it is not economically feasible to pursue this claim, the contract and file may be returned to Clients, and this contract shall be of no further force or effect, and clients shall not be responsible for payment of any expenses or attorney fees to the Law Firm in this matter, except the percentage for recovery provided above.

#### **Litigation Expenses:**

- A. All litigation expenses, which are out-of-pocket expenses incurred by the Law Firm to investigate, prepare and prosecute your claim, will be deducted from the recovery after the contingent fee calculation. Client understands and agrees that these expenses may include charges for acquisition for medical expenses, investigation, outside photocopying charges, travel expenses, computer research (including WestLaw and Lexis/Nexis charges), court reporter/deposition charges, expert witness fee's consultant fees (including consultants whose role is only to assist Attorneys in prosecution of you claims), mediation costs, court costs, as well as other expenses deemed necessary by Attorneys to the proper development of the litigation.
- B. Litigation expenses may be drawn on a credit line maintained by the Law Firm and interest on the Litigation expenses will be included as a Litigation expense at the same rate of interest that Attorneys are charged by the lending institution. Law Firm represents and warrant the rate of interest on such credit line shall be commercially reasonable.
- C. Client is advised and does agree that Litigation expenses shall include:

1. Investigation and Information-Management Consultants: In matters such as this, it is often necessary to hire different types of consultants. They include those necessary to do certain testing and investigation to determine the scope of Clients claims; and, information-management consultants who write computer programs and manage information-gathering efforts necessary to manage a large cases like the one.
2. Expert Witnesses: Expert to be hired at the Law Firm discretion;
3. Temporary staffing for case-specific task: The wages and salaries of Attorneys employees are not considered case expenses and cannot be deducted as expenses; however, sometimes in matters such as this, a temporary group of individuals is needed to gather and process information related solely in the claims in this case. Clients agree to the cost of such short-term, temporary staffing needs related solely to this matter may be charged to clients as a case expense.
4. Task specific Special Counsel: From time to time, the Law Firm may hire another attorney or Attorney's outside the Law Firm who bill by the hour for specific jobs or functions (i.e. appeals, motions, Defendant bankruptcy proceedings). This item is not meant to address referring Attorneys or this contract. Pursuant to Tex. State Bar Rule 1.04 and its comment 10, the client acknowledges and agrees that the fees and expenses of such task specific may be charged as a case expense that would be deducted from any gross recovery in addition to the attorneys' fees to be paid Attorneys.

**Approval Necessary for Settlement and Limited Power of Attorney Related to Settlement.**

- A. Attorneys will make no settlement of your claim without your approval, which you agree will not be unreasonably withheld. Conversely, you agree to cease all communications with third parties concerning the Litigation and agree to not enter any settlement of the claims without the approval of the Attorneys. In addition, the client agrees not to directly or indirectly communicate with the anticipated Defendant(s) or parties adverse to the clients claim.
- B. In Consideration of the Law Firm's services, clients hereby convey and assign to the Law Firm, and agree to pay the Law Firm, an undivided interest in all claims and/or causes of action to the extent of the percentages recited herein. It is understood and agreed that no settlement of this cause shall be entered into without the consent of clients of clients and the Law Firm.

Neither the Gonzalez Firm the Garcia Firm or the Snapka Firm or any of its agents, employees or attorneys have made any representations about the possible outcome of any action taken by the Firm Attorneys on the Clients' behalf. No representations,

promises, guarantees or warranties have been expressed to Clients regarding the subject matter of the action or results reached on Clients' behalf.

This Agreement specifically does not include representation of Clients for any personal or physical injuries clients may have sustained as a result of any condition on the property described above. In other words, if Clients believe they have been injured or have become ill due to the presence of mold, allergens or any other condition on the property described above, Clients should seek medical and legal advice from professionals other than the Attorneys. Clients understand that the analysis, evolution, and development of any such claims would require additional investigation and proof, and that the Attorneys are not representing Clients in this regard. This is not a comment on the merit of any such claims, but rather an acknowledgment by the parties that such claims are different and distinct from claims related to property damage, and an agreement between the parties that the Attorneys will not undertake representation of Clients for any such claims at this time. In the event that parties wish to change the terms of representation so that the Attorneys shall represent Clients for any such Claims, that change must be agreed upon in writing and signed by the Clients and the Attorneys.

In the event the Law Firm deems it necessary, The Law Firm may associate itself with any other Firm/Attorney to prosecute Clients causes of action. Such association with another Firm/Attorney will not change the Attorney fees/percentages outlined above.

This Agreement constitutes the sole and only agreement of the parties hereto and suspends and voids any prior and/or subsequent understanding or agreement between the parties regarding the present subject matter. Parties agree that no changes to such client-attorney contract will be enforceable unless any such changes are in written form and such document is signed by both parties.

By signing this contract, I agree that any controversy arising out of or in any way related to legal services provided to Clients shall first be submitted to non-binding mediation.

The Client warrants that the officials signing this document are duly authorized to sign this document on behalf of the Judge Mario E. Ramirez, Jr. Juvenile Justice Center. The Client further warrants that all necessary conditions precedent including those necessary for the approval of this Contract, have been performed in accordance with state and local laws.

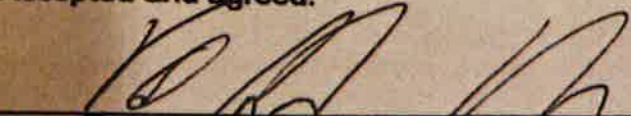
To the extent allowable by law, the Client agrees to defend, and indemnify, and hold harmless the Law Firm for claims by any attorney or other parties claiming to have any interest in the Client's cause of action or loss. This includes, but not limited to, attorney's claims for fees, expenses and cost, and non-attorney's claims for fees, expenses and cost.


In this case any one or more of the provisions contained in this Contract 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 and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained.

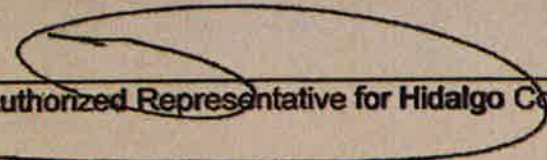
SIGNED this 25<sup>th</sup> day of October, 2016

Accepted and agreed:

  
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Vicente Gonzalez on behalf of V. Gonzalez & Associates P.C.

  
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Felipe Garcia, on behalf of the Law Office of Felipe Garcia, P.C.

  
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Kathryn Snapka, on behalf of the Law Office of Kathryn Snapka

  
\_\_\_\_\_  
Valde Guerra, Authorized Representative for Hidalgo County

APPROVED BY  
COMMISSIONERS' COURT  
ON: 10/25/16 

## RELEASE OF FIDUCIARY DUTY

This is a formal notice and agreement between presently existing client and attorney.

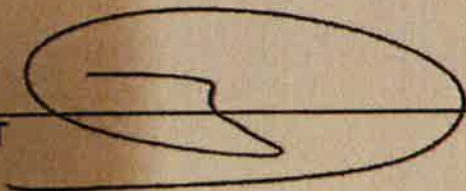
Attorney Vicente Gonzalez, principle owner of Law Office of V. Gonzalez & Associates, P.C. has won the Democratic Nomination to Texas U.S. congressional District 15. If elected in the November General Election Vicente Gonzalez will be the next U.S. Congressman for TX -District 15.

Under U.S. House Rules, a Member of Congress cannot receive compensation for providing legal services for affiliation with or being employed by a law firm.

In the event that Vicente Gonzalez is elected, Client agrees and understands that, Mr. Gonzalez will no longer provide any legal service to Clients. In such event Client's counsel of record will be Felipe Garcia and Kathryn Snapka, who will assume all responsibility for the case beginning on January 1, 2017. In such event Client consents to substitution of Felipe Garcia and Kathryn Snapka, as counsel of record, and as Client's counsel in this matter, as of that date.

It is understood and agreed the Mr. Gonzalez will be entitled to receive 25% of any attorney fees recovered by new counsel as a result of a verdict of settlement, as compensation for services performed by Mr. Gonzalez to Client, in this matter, on or before December 31, 2016.

CLIENT



10-25-16

DATE