

FEB 10 2003

Cause No. 09-11-11474-CV9<sup>th</sup> JUDICIAL DISTRICT COURT  
MONTGOMERY COUNTY, TEXASBARBARA GLADDEN ADAMICK  
District Clerk  
MONTGOMERY COUNTY, TEXAS  
By \_\_\_\_\_ Deputy

## ORDER REGARDING E-FILE DESIGNATION AND LIVE DATE

As of January 1, 2000, all civil cases filed in the 9th District Court of Montgomery County will be electronically filed as described and governed by the Local Rules Regarding Electronic Filing. Consequently, the Court, sua sponte, hereby designates the cause number, \_\_\_\_\_, 09-11-11474-CV in the Ninth District Court of Montgomery County, Texas, as such an e-file case. Accordingly, the Court orders that in this cause the District Clerk implement fully the Local Rule Regarding Electronic Filing, approved by the Supreme Court on September 16, 1997. A copy of the Local Rule Regarding Electronic Filing can be obtained in the office of Judge Edwards or the Montgomery County District Clerk's Office.

**What Must be Filed Electronically.** No pleadings or party-generated documents may be filed in paper form, but must be filed electronically through the e-file system, unless a document meets one of the exceptions named below.

**All answers must be filed electronically.** Answers filed in paper form will not be accepted.

**Documents That Need Not be Filed Electronically.** Documents may still be filed conventionally if 1) a party has leave of Court to do so, 2) the document is the Original Petition or a Return of Service, or 3) the document is an exhibit, appendix, or "image" document exceeding 50 pages in length (see explanation below). Actions brought by the State of Texas or Child Protective Services as well as Adoption Actions are exempt from e-filing.

**Exhibits.** Original exhibits to documents filed electronically must be "scanned in" and filed electronically as well if the exhibits number less than fifty pages. If the exhibits total over fifty pages in length, they may be **marked clearly** as to which motion they pertain and filed with the District Clerk.

A party wishing to file voluminous exhibits conventionally should 1) electronically file a notice indicating that there are conventional "paper" exhibits on file in the District Clerk's Office, 2) file the exhibits in the District Clerk's Office, and 3) serve other parties with copies of the conventionally-filed exhibits as normally required by the Texas Rule of Civil Procedure.

Please note that according to the Local Rule for E-filing, any original signature page on affidavits, verifications, or other sworn documents that is not filed with the Clerk in paper form "shall be maintained and made available, upon reasonable notice and during business hours, to other counsel and to the court."

New Divorce and Annulment Cases That Are Resolved Within 90 Days. As of January 1, 2001, all original petition for divorce or annulment that are resolved within 90 days are not required to be filed electronically.

In addition, inventories and appraisal documents in all family law cases may no longer be electronically served with the Court, due to privacy concerns. Please exchange this information to opposing counsel, but without actually serving the Court via e-filing. However, you must serve the Court with a letter noticing that the exchange of documents was made and on what date.

How to File Electronically. For information on how to use electronic filing, parties are instructed to contact CourtLink Customer Service at 1-888-529-7587.

In short, parties will be presented with two options. They may either: 1) become a subscriber through the Internet to the e-file system or 2) bring their filings in the form of 3-1/2" IBM (or compatible) formatted disc to the public terminal located in the District Clerk's Office and upload the pleadings at no charge.

Although there is no fee involved in subscribing to the e-file system through the Internet, a minimal fee is assessed for each filing and service delivery made through the system. The e-filing system will "serve" all parties and the court through the Internet or via facsimile, so it will not be necessary for a party choosing to become a subscriber to serve other parties in paper form.

However, parties wishing to exercise their option to file through the public terminal must still serve copies on other parties *in paper form*, as is usually required by the Texas Rules of Civil Procedure.

Consequences of Failure to File in Accordance with this Order. The District Clerk shall not accept any pleadings in paper form, and shall not use imaging technology to convert documents from paper to electronic form for the parties. Any documents submitted in paper form will be rejected by the District Clerk without further notice to submitting counsel. *Documents so rejected will be regarded as "unfiled," even if the clerk, in error, file-stamps the incorrectly filed documents.*

If the electronic filing is not filed with the Court because of 1) an error in the transmission of the document to the Vendor which was unknown to the sending party, or 2) a failure to process the electronic filing when received by the Vendor, or 3) other technical problems experienced by the filer, the Court may upon satisfactory proof enter an order permitting the document to be filed nunc pro tunc to the date it was first attempted to be sent electronically.

If there are any questions regarding e-filing, please contact the following:

- CourtLink Customer Service at (888)529-7587;
- Donna Owen, Briefing Attorney, 9th District Court at (936) 539-7866
- Christian Brown, CourtLink eFile Project Consultant, (770) 919-7571
- The Official Website for Montgomery County, [www.co.montgomery.tx.us](http://www.co.montgomery.tx.us)

Signed this 10th day of February, 2003.

EXHIBIT "A"



JUDGE PRESIDING

The Honorable Fred Edwards

Exhibit G  
3-26-2010



#1  
11-5-07 .18.6

CAROLYN HOOPER  
PURCHASING AGENT  
MONTGOMERY COUNTY

301 N. Thompson  
Suite 102  
Conroe, Texas 77301

(936) 539-7975  
(281) 353-9791, EXT. 7975  
FAX: (936) 760-6976  
chooper@co.montgomery.tx.us

TO: Commissioners' Court  
FROM: Carolyn Hooper, Purchasing Agent *CH*  
RE: Sole Source – Various Courts  
DATE: November 5, 2007

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Consider and approve the following sole source:

Electronic court filing system provided by LexisNexis File & Serve with terms and fees as per the attached contract.

The items should be considered as a sole source, described by Tex. Loc. Gov't. Code Ann. Sect. 262.024 (a)(7)(A) as "... A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption: an item that can be obtained from only one source, including : items for which competition is precluded because of the existence of patents, copyrights, secret processes or monopolies.

CH/ag

82 18b  
11-5-2007

**LEXISNEXIS® FILE & SERVE  
COURT SERVICE AND LICENSING AGREEMENT**

This Agreement ("Agreement") is made and entered into as of **November 5, 2007** (the "Effective Date") by and between LexisNexis File & Serve, a registered d/b/a of LexisNexis CourtLink, Inc., a Delaware corporation ("LNFS"), and Montgomery County, TX, a political subdivision of the State of Texas, for use of the District Courts of Montgomery County (hereinafter referred to as "County").

WHEREAS, LNFS offers a single flexible solution to issues faced by courts in the management of a diverse set of cases, workflow and information management needs, offering feature sets and functionality tailored to each court's specific needs; and

WHEREAS, LNFS offers a variety of services, which support the majority of case types found in any general jurisdiction court, in addition to supporting more resource intensive, complex litigation cases that have multiple parties, a high volume of filing and service activity, long duration, large documents, and frequent changes to case participants; and

WHEREAS, the County wishes to engage LNFS in the provision of electronic filing and service services;

NOW, THEREFORE, LNFS and the County agree as follows:

**Section 1. Definitions**

Whenever used in this Agreement with initial letters capitalized, the following terms will have the following specified meanings:

"ACH Service" means payment of Filing Fees to the Court through the Automated Clearing House payments system subject to, and in accordance with, the ACH Process Terms & Conditions set forth on Exhibit C to this Agreement.

"Authorized User" means any (a) Court employee or authorized agent acting on behalf of the Court and within the scope of the Court's business; and (b) independent contractor or consultant performing information technology services for the Court who (in either case) has agreed to be bound by the terms and conditions of this Agreement and the LNFS standard user agreement on LNFS's Web Site, and has been authorized in writing by the to access, use and otherwise deal with the File & Serve System pursuant to the license under Section 4.1. The Court acknowledges that the Authorized Users will not include any person acting for agencies or entities other than the Court, whether or not part of the same federal, state or local government as the Court.

"Court" means Montgomery County, Texas as an entity, including specifically and collectively the District Courts of Montgomery County, Texas as departments within that entity.

"Court Documents" means pleadings and other legal documents filed with the Court through the File & Serve System.

"County User Identification" means the unique user identification name and password issued or otherwise assigned to each Authorized User for access to and use of the File & Serve System.

"Database Information" means all or a portion of the Court's public case and docket files, as the same are periodically updated by the Court, to be made available to LNFS as set forth in the Implementation Guidelines.

**"Embedded Third Party Software"** means any software acquired or licensed by LNFS from a third party that is utilized as part of the File & Serve System.

**"Enhancement"** means any correction, modification, customization, revision, enhancement, improvement, update, upgrade, new release or other change that is released generally by LNFS for users which are situated similarly to the Court.

**"File & Serve Services"** means the services available to the Court and any Authorized User through the File & Serve System for electronic filing, service, search, storage and retrieval of Court Documents and Information (and all Enhancements thereto), as the same may be amended from time to time.

**"File & Serve System"** means the LNFS Web Site, User Documentation, Embedded Third Party Software, LNFS Technology, software, services and other items made available to the Court therein, including, without limitation, the File & Serve Services.

**"Filing Fees"** means statutory filing and other Court fees associated with the filing of Court Documents with the Court.

**"Implementation Guidelines"** means the Preliminary Recommendations for electronic filing provided by LNFS to the Court, a copy of which is attached as Exhibit A, whereby LNFS will work with the Court to enable it to use and implement the File & Serve Services. It is anticipated that the Implementation Guidelines will be further developed and refined into an Electronic Filing Implementation Proposal and/or Electronic Filing Implementation Plan. As used in this Agreement, the term "Implementation Guidelines" shall include any subsequent Implementation Proposal and Implementation Plan specifically made applicable to this Agreement and which are executed by authorized representatives of both parties.

**"Information"** means the records, data, materials, and other information, other than Court Documents, accessible through the File & Serve System.

**"LNFS Technology"** means any know-how, processes, methodologies, specifications, designs, inventions, functionality, graphics, techniques, methods, applications, computer programs, products or other technology of any kind, or any Enhancement thereto, used by LNFS in connection with the performance of the Services or made available by LNFS to the Court, any Authorized User or any third party through the File & Serve System.

**"LNFS Web Site"** means the LNFS Web site (and all Enhancements thereto) located at <http://fileandserve.lexisnexis.com>, together with such other Web sites maintained by LNFS and its affiliates as designated by LNFS from time to time, including Web sites which replace <http://fileandserve.lexisnexis.com> or such other Web sites.

**"Original Documents"** means the official version of pleadings and other legal documents filed with the Court through the File & Serve System, and which are maintained by the Court.

**"Proprietary Rights"** means any patent, copyright, trademark, service mark, trade secret or other intellectual property right.

**"Services"** means the implementation, training, system configuration, consulting or other services performed and to be performed by LNFS under the Implementation Guidelines.

**"Standard Service Fees"** means those fees set forth on Exhibit B attached hereto.

**"System Requirements"** means the minimum system and other requirements required for access to and use of the File & Serve System specified in the System Requirements set forth on LNFS's

Web Site and in the Implementation Guidelines, as the same may be amended from time to time by LNFS in its sole discretion. In the event of a conflict between the requirements set forth on the LNFS Web Site and those contained in the Implementation Guidelines, the requirements listed on the LNFS Web Site shall govern.

"Term" means the initial term and any renewal terms as described in Section 7.1.

"Unauthorized Use" means any use, reproduction, distribution, disposition, possession, disclosure or other activity involving the File & Serve System, Court Documents or Information that is unlawful or otherwise is not expressly authorized under this Agreement or in writing by LNFS.

"User Documentation" means the user manuals, online documentation and other materials relating to the File & Serve System provided to the Court and any Authorized User by LNFS.

## Section 2. Services and Implementation

### 2.1 LNFS Duties.

2.1.1 **Services.** LNFS will perform for the Court such Services as may be reasonably necessary to carry out the Implementation Guidelines, including, without limitation, actions to: (a) enable registered users to electronically file with the Court under the File & Serve System; (b) configure the File & Serve Services for the Court using court profile settings; (c) enable the Court's staff to access the File & Serve Services; (d) maintain data and documents related to transactions using the File & Serve System; and (e) use commercially reasonable efforts to maintain and display the Court's list of Filing Fees to users of the File & Serve System.

### 2.2 Court Duties.

2.2.1 The Court shall: (a) provide LNFS with a copy of all applicable rules governing electronic filing of documents with the Court or, if there are no such rules in effect as of the Effective Date, shall use its best efforts to promptly enact rules governing electronic filing of documents with the Court and shall, in either event, promptly provide (or make available) to LNFS all updates to such rules; (b) provide LNFS with a detailed listing of the Filing Fees; and (c) provide LNFS with timely advance notice (not less than thirty (30) days prior to the effective date for such change) of any change in the Filing Fees so that the File & Serve System may be updated prior to the effective date of such change. Notwithstanding anything else to the contrary in this Agreement, no File & Serve Services shall be required of LNFS pursuant to this Agreement before the time that the Court enacts rules governing electronic filing of documents with the Court and has provided a copy of all such rules to LNFS.

2.2.2 In addition to the duties specified in Section 2.2.1, the Court shall: (a) transfer to LNFS all Database Information to be hosted on the File & Serve System; and (b) provide timely Database Information updates to LNFS for the purpose of maintaining current Database Information in the File & Serve System.

2.3 **Coordination; Cooperation.** The parties will consult and cooperate to coordinate the Services with the Court's other operations (e.g., to ensure that the Services do not unduly interfere with the Court's other operations, to ensure that the Court's other operations do not unduly interfere with the Services, and to provide for reasonably effective, efficient, expeditious and orderly performance of the Services). The Court and LNFS shall cooperate in assisting one another to meet timetable and target schedules required under this Agreement. The Court shall provide timely access to information, shall promptly respond to requests for approvals, and shall make available knowledgeable personnel and

decision-makers in the Court for support as specified in the timetable in the Implementation Guidelines as well as for consultation and meetings needed to resolve open issues.

**2.4 Schedule and Level of Effort.** LNFS will use commercially reasonable efforts to perform the Services in accordance with any schedule set forth in the Implementation Guidelines, subject to the availability of knowledgeable and authorized Court personnel to LNFS as needed.

**2.5 Changes.** LNFS and the Court acknowledge and agree that it is impossible to identify in advance all aspects of a project of this magnitude and complexity and that the specifications set forth in the Implementation Guidelines and this Agreement may be modified during the Term of this Agreement. Any change in the Services will be subject to agreement of the parties, which agreement will not be unreasonably withheld. Either party may, from time to time, propose changes in the Services to be performed under the Implementation Guidelines (including, but not limited to, additions to the Services, the deletion of Services, changes in the schedule, order or priority of particular Services and changes in the items to be furnished by the Court). If any agreed upon change in the Services causes an increase or decrease in the time required for the performance of any Services, then the schedules for performance of such Services will be equitably adjusted. If the parties agree upon any such change and related adjustments, the parties will prepare, agree upon and sign an amendment to the Implementation Guidelines or other written instrument evidencing such agreement.

### **Section 3. Support and Training**

**3.1 Help Desk.** LNFS will provide telephone support to the Court and Authorized Users relating to the use and operation of the File & Serve System (other than problems with hardware, Internet or online access, or operating system software or other third party software) as set forth on the LNFS Web Site. While LNFS will use reasonable commercial efforts to respond to inquiries from the Court and Authorized Users, LNFS assumes no responsibility to resolve any problem or defect in the File & Serve System, except as expressly provided herein.

**3.2 Training.** LNFS will provide a commercially reasonable level of training to the Court and Authorized Users concerning the use and operation of the File & Serve System.

### **Section 4. License**

**4.1 LNFS License to Court.** Subject to the restrictions and limitations set forth in Sections 5.1 and 5.2, other provisions of this Agreement and the LNFS standard user agreement on LNFS's Web Site, LNFS hereby grants to the Court a nonexclusive, nontransferable license to do the following during the Term: (a) enable any Authorized User to access and use the Court Documents and Information available through the File & Serve System via personal computers in connection with the Court's normal court processes; (b) enable any Authorized User to receive, copy, store, search and upload the Court Documents and Information available through the File & Serve System in connection with the Court's normal court processes; (c) provide or otherwise make available the Court Documents and Information accessible through the File & Serve System to the general public, via an Authorized User, onsite at the Court's location for fair use with or without charge; provided, that the Court maintains appropriate safeguards and restrictions on bulk copying or redistribution from the File & Serve System of the Court Documents and Information that would interfere with LNFS's ability to generate revenue and continue to operate and maintain the File & Serve System; and further provided that only Authorized Users be allowed direct access to the File & Serve System; and (d) use the User Documentation as reasonably required in connection with the exercise of the rights granted under (a), (b) and (c) of this Section. The Court will maintain the Original Documents filed with the Court through the File & Serve System internally with appropriate safeguards. If the Court is required by law or otherwise to provide a copy of any Court Documents or Information to any third party provider, it will require reasonable restrictions on

bulk copying or assist in seeking payment to LNFS equal to LNFS's then-effective fee schedule for copying and printing such Court Documents or Information.

## **Section 5. General Restrictions and Limitations**

**5.1 Access to the File & Serve System.** Section 4.1 sets forth the entirety of the Court's right to access, use and otherwise deal with the File & Serve System. Without limiting the generality of the foregoing, the license granted in Section 4.1 does not include the right to, and the Court will not directly or indirectly, (a) enable any person or entity other than an Authorized User to access and use the Court Documents or Information; (b) enable any person or entity other than an Authorized User to receive, copy, store, search, upload, distribute and make available the Court Documents or Information available through the File & Serve System; (c) modify or create any derivative work based upon the File & Serve System; (d) grant any sublicense or other rights in or to the File & Serve System; (e) reverse engineer, disassemble or decompile all or any portion of the File & Serve System or attempt to discover or recreate the source code to any software that is part of the File & Serve System; (f) remove, obscure or alter any Proprietary Rights notice related to the File & Serve System; or (g) engage in or permit its employees or agents to engage in any Unauthorized Use.

**5.2 Embedded Third Party Software Restrictions and Limitations.** The license granted under Section 4.1 above as it relates to any Embedded Third Party Software is further subject to any restrictions and limitations specified in the terms and conditions displayed with or referenced in any such Embedded Third Party Software.

**5.3 Equipment, Services and Facilities.** Unless otherwise specified in the Implementation Guidelines, the Court is solely responsible for providing, installing and maintaining at its own expense all equipment, facilities and services necessary to access and use the File & Serve System, including, without limitation, all computer hardware and software, modems, printers, telephone service and Internet access. Without limiting the foregoing, the Court will provide and maintain a proper environment for uninterrupted access to and use of the File & Serve System and will provide all equipment, services and facilities described in the System Requirements. The Court also is solely responsible for providing all consumable supplies necessary to enable use of the File & Serve Services by the Court and any Authorized User.

**5.4 Passwords.** Each Authorized User will be issued or otherwise assigned a Court User Identification to access and use the File & Serve System. The Court is solely responsible for ensuring the security and maintaining the confidentiality of all Court User Identifications. The Court acknowledges that any action taken under a Court User Identification will be deemed to have been performed by the Court. The Court will immediately notify LNFS of any Unauthorized Use of any Court User Identification or any other breach of security known to it. In the event of any Unauthorized Use or breach of security, the Court will take all actions reasonably requested by LNFS to terminate such Unauthorized Use or breach of security. Use of any Court User Identification other than as provided in this Agreement will be considered a breach of this Agreement by the Court. When any Court users leave the employment of the Court or no longer need access, the Court is responsible for notifying LNFS using the remove user functionality on the File & Serve Services.

**5.5 Modifications.** LNFS may alter or modify the File & Serve System from time to time including portions thereof without notice. Such alterations and modifications, or both, may include, without limitation, addition or withdrawal of features, data, information, products, services, software or change in instructions. LNFS will provide the Court with reasonable advance notice of any substantial modification to the user interface for the File & Serve System.



## Section 6. Fees

6.1 **Access Fees.** LNFS will make the File & Serve Services available to the Court and Authorized Users. The sole charge for such access shall be the Standard Fees set forth on Exhibits B.

6.2 **Filing and Other Court Fees.** If the Implementation Guidelines require ACH Service, LNFS will, on behalf of the Court and as an accommodation to the Court, collect all Filing Fees for Court Documents filed pursuant to this Agreement from users of the File & Serve System and will initiate payment of such Filing Fees to the Court in accordance with, and subject to in all respects, the ACH Process Terms and Conditions attached hereto as Exhibit C, the terms of which are incorporated herein by reference, within 24 hours (excluding weekends and holidays observed by LNFS, the Court or the U.S. Federal Reserve Bank) of acceptance by the Court's clerk of courts of the filing to which the fee relates.

LNFS shall not be responsible for payment of any Filing Fees owed to the Court by any users of the File & Serve System. Payment of any such fees shall be the sole responsibility of the user of the File & Serve System who submits the Court Documents to the File & Serve System for filing with the Court. If a user of the File & Serve System fails to pay the required Filing Fee for services rendered to such user pursuant to this Agreement, the Court will provide such assistance, as may reasonably be requested by LNFS, to enable LNFS to collect any amounts owed to it by such user for Filing Fees paid to the Court by LNFS on behalf of such user. The Court shall notify and instruct all users of the File & Serve System that users are to address all credit and refund requests related to Filing Fees directly to the Court. The Court shall, after confirming that such user paid such Filing Fee to LNFS, handle and distribute all such credit and refunds directly to the user. LNFS may terminate or suspend access rights for users of the File & Serve System who fail to pay all amounts owed to LNFS in a timely manner. LNFS will notify the Court of any non-paying users.

6.3 **Cost Recovery.** For file and serve transactions executed with the Court through the LNCL System during the term of this Agreement, LNCL will pay to the Court cost recovery fees as follows:

- i) LNCL will pay the Court a flat fee of \$1.00 per paid File-Only Transaction, which is defined as a discrete separately billable paid transaction for the filing of a Court Document;
- ii) LNCL will pay the Court a flat fee of \$1.00 per paid Serve-Only Transaction, which is defined as a discrete separately billable transaction for service of a Court Document to other case parties;
- iii) If the customer both Files and Serves in a single transaction, LNCL will pay the Court a flat fee of \$2.00 per such paid File and Serve Transaction, which is defined as a discrete separately billable transaction for the filing of a Court Document and service of such Court Document to other case parties;
- iv) Fees will not be paid to the Court for courtesy notification and any other transactions not specifically referenced in this Section 6.3; and
- v) LNCL will pay such fees to the Court quarterly, within 75 days of the close of each calendar quarter. Payments shall be made in U.S. dollars. Following each calendar quarter, LNCL shall provide the Court with a statement showing the number and types of transactions with the Court and the resulting cost recovery fees owed for the quarter.

Payments and statements shall be sent to the notice address and individual set forth at Section 13.4.

#### **Section 7. Term and Termination**

**7.1 Term.** The term of the license granted under Section 4.1 will commence as of the Effective Date and will continue, unless otherwise terminated in accordance with Section 7.2, for an initial term of two years. Thereafter, this Agreement shall automatically renew for successive additional two-year terms unless either party gives the other notice of termination at least ninety (90) days prior to the expiration of the then current term.

**7.2 Termination.** If either party commits a material breach or is in material default under this Agreement, then the other party may give such party written notice of the breach or default. If the breaching or defaulting party fails to cure the breach or default within thirty (30) days after receipt of such notice (or such later date as may be specified in such notice), then the Term will terminate without any further notice or action by the terminating party.

**7.3 Effect of Termination.** Upon termination of the Term, the license granted under Section 4.1 of this Agreement will terminate and the Court will immediately discontinue use of the File & Serve System. Sections 7, 8, 9, 10, 11, 12 and 13, together with all other provisions that may reasonably be interpreted as surviving termination, will survive any termination of the Term. For thirty (30) days after the effective date of any termination or expiration of this Agreement, the Court shall have the right to download from a file transfer protocol ("FTP") site designated by LNFS an electronic version of all publicly filed Court Documents and Database Information related to the Court which are available on the File & Serve System.

#### **Section 8. Proprietary Rights**

**8.1 LNFS Proprietary Rights.** The File & Serve System, File & Serve Services, LNFS Technology and LNFS Web Site (including the URL) constitute or otherwise involve valuable Proprietary Rights of LNFS. No title to or ownership of the File & Serve System, File & Serve Services, LNFS Technology or LNFS Web Site, or any Proprietary Rights associated therewith is transferred to the Court or any third party under this Agreement.

**8.2 Protection of Proprietary Rights.** The Court will not infringe or violate, and will take appropriate steps and precautions for the protection of, LNFS's Proprietary Rights. Without limiting the generality of the foregoing, the Court will (a) maintain access and use restrictions sufficient to prevent any Unauthorized Use; (b) not make the File & Serve System, File & Serve Services or LNFS Technology available to any third party without the prior written consent of LNFS; and (c) otherwise use its best efforts to prevent any Unauthorized Use.

**8.3 Court Documents, Database Information.** Subject in all respects to the rights granted to LNFS under this Agreement, the Court hereby retains all rights it possesses in and to the Original Documents and the Database Information. Neither the Court nor, to the Court's knowledge, any other party claims any copyright in any Court Documents or Database Information. Both LNFS and the Court shall have the right to provide copies of Court Documents filed through the File & Serve Services and Database Information retained in File & Serve Services to any person requesting such copies, provided that such Court Documents are not "Under Seal" by the Court, which rights shall survive the termination of this Agreement. For those portions of the Court Documents and Database Information which the Court places "Under Seal", the Court shall follow the procedures outlined in the Implementation Guidelines. If a Court Document is not correctly indicated as "Under Seal" by the Court, LNFS shall not be responsible for restricting access to such Court Document.

## **Section 9. Limited Warranty and Remedies**

**9.1 Information and Court Documents.** The Court acknowledges that LNFS does not edit, and cannot verify, the completeness, propriety or accuracy of any Information available through the File & Serve System. LNFS has no control over the contents of any Court Document filed with the Court through the File & Serve System and will not be responsible for any claimed loss of privilege or other claimed injury due to disclosure of sealed, confidential or privileged information in any Court Document. **WITHOUT LIMITING THE FOREGOING, THE COURT FURTHER ACKNOWLEDGES THAT LNFS MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY COURT DOCUMENTS FILED WITH THE COURT THROUGH THE FILE & SERVE SYSTEM.**

**9.2 Performance Warranty.** LNFS warrants to the Court that the File & Serve System will, when properly operated, be capable of performing the functions described in the User Documentation. If the File & Serve System fails to comply with the warranty set forth in this Section, LNFS will, at its expense, use commercially reasonable efforts to supply patches, workarounds or other corrections.

**9.3 Exclusions.** LNFS's warranties do not apply to any (a) use not in accordance with this Agreement or the User Documentation; (b) modification, damage, misuse or other action of the Court or any third party; or (c) use of the File & Serve System in combination with any other goods, services or items not provided by LNFS.

**9.4 DISCLAIMER. THE WARRANTY AND REMEDIES SET FORTH IN THIS SECTION 9 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF LNFS AND REMEDIES OF THE COURT, EITHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY ERROR, DEFECT, DEFICIENCY, MISDELIVERY, INFRINGEMENT OR NONCOMPLIANCE IN THE FILE & SERVE SYSTEM, FILE & SERVE SERVICES OR ANY SOFTWARE, SERVICES OR OTHER ITEMS PROVIDED BY OR ON BEHALF OF LNFS UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE).**

**9.5 Embedded Third Party Software.** Except as otherwise agreed upon by the parties in writing, the warranties, obligations and liabilities of LNFS and the Court's remedies with respect to any Embedded Third Party Software will be limited to whatever recourse may be available against the third party provider of such Embedded Third Party Software and are subject to such additional restrictions and other limitations as may be displayed in or referenced by such Embedded Third Party Software.

**9.6 Remedies.** As its sole remedy, if LNFS substantially fails to satisfy or perform its duties and obligations in this Agreement, the Court may exercise the following remedial actions. Substantial failure to satisfy or perform its duties and obligations shall be defined to mean significant insufficient, incorrect or improper performance, or inaction by LNFS relating to a material duty or obligation of LNFS under this Agreement.

**A. Suspend LNFS's performance pending necessary corrective action as specified by the Court without LNFS's entitlement to adjustment in the performance schedule; and/or**

B. Request the removal from work on the project of employees or agents of LNFS whom the Court justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on the contract the Court deems to be contrary to the public interest or not in the best interest of the Court; and/or

C. Terminate this Agreement subject to, and in accordance with, the requirements of Section 7.2.

## Section 10. Limitations of Liability

**10.1 Specific Events.** The following is a non-exclusive list of events and occurrences for which LNFS disclaims any and all liability for any losses or damages incurred by any party as a result thereof:

- i) Problems relating to telephone lines or other transmission or receiving devices or equipment not entirely within LNFS's exclusive control;
- ii) Unavailability of telephone lines or other electronic transmission lines or equipment for connectivity to the Internet (including but not limited to any LNFS supplied telephone or electronic transmission lines in use) that results in the inability to reach LNFS for the purpose of document transmission or receipt;
- iii) Transmission errors and system failures, except transmission errors and system failures resulting from the gross negligence or willful misconduct of LNFS or its employees or agents;
- iv) Any alteration or destruction of material transmitted through the File & Serve Services;
- v) Alteration or destruction of information on the Court's computer service or elsewhere resulting from the transmission of computer "viruses," other damaging or destructive software or software components, or acts of computer hackers;
- vi) The speed, access, security, or delivery of documents via the Internet;
- vii) Any failure or interruption of the Internet or data or material transmitted thereon, whether caused by hackers or otherwise; and
- viii) Any actions of any third party who is not an employee or agent of LNFS.

**10.2 No Consequential Damages.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR ANY LOSS OF PROFIT, REVENUE, DATA, BUSINESS OR USE) EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10.3 Time Limitation on Asserting Claims.** No claim, regardless of form, which in any way arises out of or relates to this Agreement, the File & Serve System, or the use of, or inability to use the File & Serve Services or access the Court Documents or Information, may be made, nor action based upon such claim brought, by any party more than one year after the basis for asserting the claim is discovered or should have been discovered by the party desiring to assert it.

### **Section 11. Dispute Resolution.**

Upon the occurrence of any dispute or disagreement between the parties hereto arising out of or relating to this Agreement, the parties shall engage in informal, good faith discussions in an attempt to resolve the dispute or disagreement. If the parties fail to resolve said dispute or disagreement, then the parties mutually agree to terminate this Agreement in accordance with Section 7 of this Agreement.

### **Section 12. Confidentiality.**

12.1 LNFS and the Court agree that they will not, during the term of this Agreement and for two years thereafter with respect to all Confidential Information (as hereinafter defined), disclose, nor permit any of their employees or agents to disclose, to any other person or entity any Confidential Information received from the other. Either party shall have the right to disclose Confidential Information to related agencies for the State of Texas, or to its parent, or its parent's subsidiaries, and its and their employees and agents on a "need to know" basis only.

12.2 The term "Confidential Information" means (a) proprietary or trade secret information which is clearly labeled or designated as confidential by the disclosing party, (b) information regarding technical specifications (except for minimum hardware and software requirements which will be required of Authorized Users) utilized by LNFS to implement and maintain the File & Serve System, (c) the provisions of this Agreement (unless disclosure is otherwise required by law), (d) the names and addresses of the LNFS vendors, contacts and customers, and (e) any financial, revenue, usage or transaction information provided to the Court by LNFS in connection with this Agreement or the services provided by LNFS under this Agreement.

12.3 Confidential Information does not include any information which (a) is already known to the receiving party, (b) is or becomes publicly available, other than by unauthorized disclosure by a party, (c) is lawfully disclosed to the receiving party free of any obligation of confidentiality, or (d) is required to be disclosed by the receiving party pursuant to applicable law.

### **Section 13. Miscellaneous**

13.1 **Modifications.** This Agreement may be changed by LNFS from time to time upon thirty (30) days advance notice (the "Notice of Change") to the Court. Upon receipt of any Notice of Change, if the Court does not agree to such change, the Court's sole remedy shall be to terminate the Agreement upon thirty (30) days advance notice (the "Termination Notice") served upon LNFS within thirty (30) days of the Court's receipt of the Notice of Change. Upon receipt of any Termination Notice pursuant to the terms of this Section 13.1, LNFS shall be permitted to revoke the subject Notice of Change by serving a Revocation Notice upon the Court within thirty (30) days of the date of its receipt of the Termination Notice, whereupon both the Notice of Change and the Termination Notice shall be of no force and effect. Notwithstanding the foregoing, any changes made pursuant to Section 2.5 shall not be subject to the provisions of this Section 13.1.

13.2 **Assignment.** This Agreement, and the license granted hereunder, may not be assigned by the Court to any third party. Subject to the foregoing, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective permitted successors and assigns.

13.3 **Nonwaiver.** No waiver of any of the terms and conditions of this Agreement will be effective unless set forth in a writing signed by both parties. Waiver of any breach of any term or condition of this Agreement will not be deemed a waiver of any prior or subsequent breach.

**13.4 Notices.** Any notice required or permitted to be given under this Agreement will be deemed properly made if given in writing and delivered in person, sent via facsimile or overnight courier, or mailed, properly addressed and stamped with the required postage, as follows:

If to LNFS:

Attn: General Counsel  
LexisNexis  
9443 Springboro Pike  
Miamisburg, Ohio 45342

or by telecopy to the above address at fax number 937-865-1211 with a confirmation copy sent by U.S. Mail to LNFS as specified above.

with a copy to:

LexisNexis File & Serve  
Attention: Vice President, Sales and Implementation, File & Serve  
13427 N.E. 16<sup>th</sup> Street  
Bellevue, Washington 98005  
FAX: 425-467-4805

If to the Court:

Montgomery County District Clerk  
301 North Main Street  
Conroe, TX 77301  
Attention: Barbara Adamack

or by telecopy to the above address at fax number 936 - 788 - 8364 with a confirmation copy sent by U.S. Mail to the Court as specified above.

Either party may from time to time change its address or fax number for notices and other communications under this Agreement by giving the other party written notice of the change in accordance with this Section. All notices shall be effective upon receipt by the party to which the notice is directed.

**13.5 Governance of Terms.** In the event that any inconsistencies are found to exist between the terms and conditions of this Agreement and the terms and conditions of the Implementation Guidelines, the terms of this Agreement shall govern.

**13.6 Severability.** This Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision, and (b) such invalidity or unenforceability will not affect any other provision of this Agreement.

**13.7 Independent Contractors.** The parties are independent contractors. This Agreement will not be interpreted or construed to create or evidence any agency, partnership or similar relationship between the parties or to impose any agency, partnership or similar obligation or liability upon either party.

13.8. **Third Party Vendors.** The Court shall be responsible for causing all third party vendors it utilizes in connection with the Court's informational technology functions and this Agreement to adhere to, and agree to be bound by, the terms and conditions of this Agreement and the Implementation Guidelines, including, without limitation, adhering to all timelines and deliverables requirements and restrictive covenants.

13.9. **Force Majeure.** Neither party shall be liable to the other party for any loss or damage attributable to, and neither party shall be deemed to be in default hereunder as a result of any failure or delay in performance caused by force majeure. For purposes of this Agreement, the term "force majeure" shall include strike, lockout, earthquake, hurricane, flood, fire or other acts of God, nature, war, rebellion, civil disorders, laws, regulations, acts of civil or military authorities, unavailability of materials, carriers or communications facilities, and any other causes beyond the reasonable control of the party whose performance is affected. The party affected by an event constituting "force majeure" shall use all reasonable efforts to minimize the consequences of the same.

13.10 **Applicable Law.** This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Texas, U.S.A., without reference to its choice of law principles to the contrary.

13.11 **Entire Agreement.** This Agreement sets forth the entire agreement of the parties relating to the subject matter hereof, and supersedes any and all prior agreements, between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Court:


Montgomery County, TX

Sign:

Name:

Title:

Date:

  
Alan B. Sadler  
County Judge  
11-5-07

LNFS:

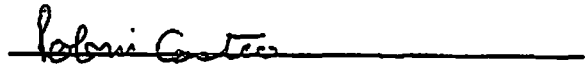
LexisNexis File & Serve

Sign:

Name:

Title:

Date:

  
Robin Castro  
VP Litigation Services  
11/1/07

**Exhibit A**  
**Implementation Guidelines**

Below is an outline of the various types of recommendations and guidance that is provided to the Court by the LNFS Implementation Team in providing consultative services in all the following areas. The LNFS Implementation Manager and the Court will work together for a final recommendation of the very specific Implementation Plan, which, depending on the project may include an Implementation Schedule and Project Plan, System and Technical Requirements and Analysis, Workflow Analysis, and a Data Analysis of the Court's provided data. Additional documentation and workflow procedures may also be provided as the project proceeds.

Based on discussions with Court personnel, the following options may be suggested for consideration to implement electronic filing within the Court.

**1. Case Identification**

- The scope of case type and case classes will be determined and identified for the File & Serve solution for e-filing and e-service of documents.

**2. Implementation Dates**

Dates will be provided for the implementation of the e-filing program that will be agreed upon between the Court and LNFS. Additional dates will be determined for Court and law firm training and other steps necessary for the implementation and as further specified in the Implementation Schedule that will be attached to the Implementation Plan.

**3. Technical and Hardware Overview**

The minimum technical hardware recommendations for the Court's e-filing project will be documented. In summary, the following minimum system requirements are recommended for all Court users who will be accessing the File & Serve System to review and access documents:

- Access to an Internet browser
- Adobe Acrobat Viewer, version 6.0
- Networked Printer - at least one for each department
- Windows 2000/NT Work Station or Windows 98
- Scanner with automated document feeder for Clerk(s)

**4. Onsite Document Storage & Archival**

The Court may receive copies of documents electronically filed for purposes of onsite storage and archive via the data transfer process with LNFS. This feature will allow for information to move between the court's Case Management System and LNFS for more efficient data management. The Court Documents and Database Information is housed on servers located in Bellevue, Washington and Springfield, Ohio.

**5. Collection of Court Fees**



It is recommended that the Court utilize Automated Clearing House (ACH) transactions that allow for daily transfer of statutory fees paid up front directly to the Clerk's bank account. A LNFS invoice will be provided to attorneys monthly for all fees.

#### **6. Data Transfer Options**

Document download is just one data transfer mechanism. This will facilitate the process of transmitting documents from the File & Serve System to the Court's document management system. This process requires the Court to select what it wants to receive in the nightly data files and PDF documents by using a UI checklist of data elements that are available to receive. The Court will maintain their own translation tables to format the data for their CMS. The transmitted data is available in Excel XML and Access files. The Court may create a process to receive the data from an FTP site. LNFS does not push the data to the Court's system directly. A logon and password for the FTP site for the Court will be set up.

#### **7. Law Firm Participation**

Address the requirement of attorneys to electronically file within all case types noted in the Implementation Plan. Under this requirement the attorneys will be mandated to participate in the electronic submittal of documents through the File & Serve System as a subscriber.

#### **8. Public Access Terminal**

Determine whether Public Access Terminals (PAT) will be located within the Court for access to case information by all non-subscribers and/or Pro Se litigants involved in e-file cases. The PAT can also be used to access and research publicly e-filed documents.

#### **9. Electronic Filing Court Order or Court Rules**

Address the court/judicial order that will mandate complete participation by attorneys in electronic filing and service in all designated case class and case types listed under case identification.

#### **10. Clerk Review**

LNFS provides Clerks the ability to log into the File & Serve System to view and review all filed documents in queue for clerk review. The Clerk may review the electronically filed document(s) for correctness including review of the document(s) attached, fees assessed, etc.

### **11. Change Control**

The File & Serve system is capable of providing Clerks and firm personnel the ability to update changes to a service list as needed. Necessary protocol for making such changes would be established and would include users submitting an online request for changes to service lists and case information within LNFS.

### **12. Training**

Times and locations for training all clerk and court staff utilizing LNFS for access and/or filing will be provided. The LNFS Implementation Manager and LNFS staff will also provide times and locations for training to all firms participating in designated e-filing cases.

### **13. Workflow Recommendations**

The LNFS Implementation Team may provide recommendations for changes to the Court's existing workflow in order to provide the most efficient implementation and use of the File & Serve system.

**Exhibit B**  
**Standard Service Fees**

**Serving Orders or Official Court Notices to Litigants**

- |   |  |
|---|--|
| A. To registered LNFS users who receive online service (e.g. Advanced users)  | A. No charge   |
| B. To registered LNFS users who do <u>not</u> receive <u>online</u> service (e.g. Basic users) for service via first class U.S. mail or fax | B. \$0.10 per page, per firm plus postage for delivery of documents via U.S. mail (\$5.00 minimum) |
|   | OR   |
|   | \$0.20 per page, per firm for delivery of documents via fax (\$3.00 minimum)                       |
| C. To parties who are <u>not</u> registered LNFS users for service via first class U.S. mail or fax   | C. \$0.10 per page, per firm plus postage for delivery of documents via U.S. mail (\$5.00 minimum) |
|   | OR   |
|   | \$0.20 per page, per firm for delivery of documents via fax (\$3.00 minimum)                       |
| D. To any person or entity via advanced U.S. mail delivery options (e.g. overnight delivery, certified, and return receipt requested)       | D. Fees are as per the then-current LNFS fee schedule posted on the LNFS Web Site                  |

**Exhibit C**  
**ACH Process Terms & Conditions**

**Court Filing Fee Collection Process**  
**A Guide for Judiciary Personnel**

**A SUMMARY OF THE ACH PROCESS**

When a law firm electronically files a document through LNFS, court clerks will review the filing and decide whether to *accept or reject* each document and *approve* the filing fee amount due. If there are any edits performed during the clerk review process to court fees, an adjustment shall be made to the court transaction and automatically noted in an email to the filer and authorizing attorney. Once an e-filed document is accepted, the Direct Payment Process begins.

LNFS will electronically transfer court filing fees to your court's bank account for accepted documents and approved filing fees for all e-file documents through the U.S. Federal Reserve Bank's Automated ClearingHouse (ACH) payment system (Direct Payment).

- *The Direct Payment Process is designed to automate the collection and processing of the court filing fees.<sup>1</sup>*
- *The courts can reconcile their accounting records to the e-file system via reports summarizing transactions by court, by day.*
- *Because the authorized fees will be transferred to your bank electronically, court clerks will not receive cash or checks related to filings, however proper reconciliation of the cash account by the appropriate personnel is necessary.*
- *The law firm can also reconcile their accounting records to the e-file system via reports summarizing transactions by law firm, by day (see below).*

Upon *acceptance* of the document by the court clerk and *approval* of the filing fee, LNFS performs the following:

Each business day at approximately 2:00 AM Central Time, the Court Fees associated with documents *accepted, with approved filing fees* between 2:01 AM Central Time of the prior business day and 2:00 AM Central Time of the current business day will be batched by LNFS for Direct Payment Processing. This transaction will be initiated as soon as practicable that day (generally 8:00 AM Central Time).

<sup>1</sup>For an overview of the ACH payment system, see <http://www.newyorkfed.org/aboutthefed/fedpoint/fed31.html>

**Exhibit C**  
**ACH Process Terms & Conditions**

**Court Filing Fee Collection Process**  
**A Guide for Judiciary Personnel**

**Document Acceptance Activity (All times are Central Time Zone)**

Work Day when LNFS initiates ACH transaction	Time LNFS initiates the Direct Payment Process initiating an ACH Credit call for documents accepted between
Monday	Friday 2:01 a.m. — Monday 2:00 a.m.
Tuesday	Monday 2:01 a.m. — Tuesday 2:00 a.m.
Wednesday	Tuesday 2:01 a.m. — Wednesday 2:00 a.m.
Thursday	Wednesday 2:01 a.m. — Thursday 2:00 a.m.
Friday	Thursday 2:01 a.m. — Friday 2:00 a.m.

At approximately 8:00 AM Central Time that business day, LNFS will execute an ACH Credit to the Court. Generally, it takes 48 hours from the time the ACH Credit is initiated to clear the Federal Reserve System and post to the court's bank account. This timing is in the total control of the federal and state banking systems.

**Exhibit C**  
**ACH Process Terms & Conditions**

**Court Filing Fee Collection Process**  
**A Guide for Judiciary Personnel**

*Example: ACH Credit Process*

**Example: ACH Credit Process**

	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
<i>All "accepted" filings are batched for processing.</i>	Accepted Filings \$101.00 Atty #1 <u>\$ 91.00 Atty #2</u> \$192.00 Total	Accepted Filings \$1000.00 Atty #3	Accepted Filings \$ 45.00 Atty #4 \$190.00 Atty #5 <u>\$ 91.00 Atty #6</u> \$326.00 Total		
	↘	↘	↘		
<i>LNFS initiates ACH credit to court's bank account</i>		ACH Credit Initiated \$192.00	ACH Credit Initiated \$1000.00	ACH Credit Initiated \$326.00	

The actual time for ACH credits to clear the U.S. Federal Reserve Bank and post to the Court's bank is dependent upon the federal and state banking laws and the rules and processes of the banks involved in the ACH transactions, generally 48 hours.

**ACH CREDIT AUTHORIZATION**

All Courts where LNFS collects Court Fees will be asked to complete documentation authorizing LNFS to ACH Credit, i.e. "Direct Payment" the Court's fees into their bank account based on the amounts *authorized* by the court's clerk. When a clerk completes clerk review, each document will have an associated fee. The clerk has the ability to assign fees for each document. Once the fees are selected and approved, a total will be calculated and associated as the filing fee for the document, and Direct Payment transaction will be initiated at the next scheduled time.

**RECONCILIATION OF ACH PAYMENTS AND REPORTING**

In order to assist the court in reconciling financial information at the end of the business day, the clerks will be able to generate reports that summarize the transactions accepted by the court clerks. These reports will include information such as: the case name, the authorizing status, the accepted/rejected status, filing type and summary, filing parties, filing id, filing fee and the date the Direct Payment was initiated from LNFS. By utilizing these reports and a summary of the cash received (obtained from the court's bank), a court can reconcile their cash receipts and determine their accounts receivable on a daily basis

**Exhibit C**  
**ACH Process Terms & Conditions**

**Court Filing Fee Collection Process**  
**A Guide for Judiciary Personnel**

Please note that although LNFS will initiate the Direct Payment to the courts on a consistent basis, the posting of these deposits to the court's account will vary within 48 hours of the initiation, and the court should take the necessary steps to properly reconcile their accounting records to the e-file system via reports summarizing transactions. Additionally, LNFS does not have the authorization to ACH Debit (withdrawal amounts) from the Court's account, therefore once an authorized transaction is completed any refunds or credit requests must be handled and processed by the Court.

**THE LAW FIRM PERSPECTIVE**

LNFS collects court filing fees from law firms on a monthly basis by invoice.

**AMENDMENTS**

LNFS reserves the right to amend these ACH Process Terms and Conditions from time to time, which amendment(s) shall be effective when a copy of such amendment(s) are served upon the Court.

**MONTGOMERY COUNTY, TEXAS**

*[Signature]*  
\_\_\_\_\_

County Judge

*[Signature]*  
\_\_\_\_\_

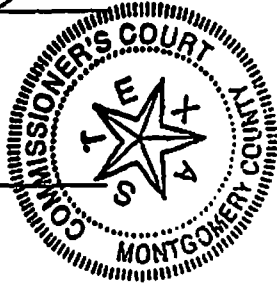
Commissioner Precinct #1

*[Signature]*  
\_\_\_\_\_

Commissioner Precinct #2

*[Signature]*  
\_\_\_\_\_

Commissioner Precinct #3



*[Signature]*  
\_\_\_\_\_

Commissioner Precinct #4

WHEREFORE, premises considered, County hereby executes this agreement on this 5 day of November, 2007.

**FUNDING OUT**

It is expressly understood and agreed that County has available the total maximum sum of funds hereinafter certified available by the County Auditor of County for the purposes of satisfying County's obligations under the terms and provisions of this agreement; that notwithstanding anything to the contrary or that may be construed to the contrary, the liability of County is limited to said sum, plus additional amounts of funds from time to time certified available for the purpose of satisfying the County's obligations under the terms and provisions of this agreement, the sole and exclusive remedy of Bidder shall be to take possession of any goods or materials and to terminate this agreement.

**AUDITOR'S CERTIFICATION**

I do hereby certify that funds are available sufficient to pay the obligation of Montgomery County under and within the foregoing Agreement.

*[Signature]*  
\_\_\_\_\_  
County Auditor  
Montgomery County, Texas

11/05/07  
\_\_\_\_\_  
Date



Barbara Gladden Adamick  
District Clerk of Montgomery County, Texas  
Civil and Electronic Filing Division  
P.O. Box 2985  
Conroe, Tx 77305

JAN - 6 2010

Pam Robichaux, Manager

936-539-7855 Conroe

281-354-5511 Houston

Dear Attorney or Pro Se Party:

The following instruments were received in our office in hard copy format.

Per the Electronic Filing Order issued by the judge in this case and in accordance with the Montgomery County Local Rules, these instruments must be electronically filed via [www.lexisnexis.com/fileandserve](http://www.lexisnexis.com/fileandserve). In order to file from your office, you must subscribe to LexisNexis File and Serve, or you may file from the Public Access Terminal located in the District Clerk's office.

**These pleadings are being rejected in hard copy format. You must file your documents electronically as ordered by the court. Any file stamped copies you may have are voided.**

If you would like information about the E-file system, you may contact *LexisNexis toll-free at 888-529-7587*.

Thank you for your attention to this matter.

BARBARA GLADDEN ADAMICK  
District Clerk

---

DEPUTY

EXHIBIT "C"

Page 1 of 1

CAUSE NO. 09-11-11474-CV

RECEIVED AND FILED  
FOR RECORD  
NOV 20 2009  
MONTGOMERY COUNTY, TEXAS  
BARBARA GLADDEN ADAMICK  
JUDICIAL DISTRICT

KAREN McPETERS  
Plaintiff

vs.

BARBARA GLADDEN ADAMICK,  
DISTRICT CLERK OF MONTGOMERY  
COUNTY, TEXAS  
Defendant

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IN THE DISTRICT COURT  
gmu  
JUDICIAL DISTRICT

MONTGOMERY COUNTY, TEXAS

**PETITION TO INVESTIGATE POTENTIAL CLAIMS  
PURSUANT TO TEX. R. CIV. P. 202**

TO THE HONORABLE JUDGE OF SAID COURT:

Now Comes Karen McPeters ("McPeters"), hereinafter also referred to as "Petitioner," and files this Petition, pursuant to *Tex. R. Civ. P. 202*, copy attached, requesting the Court to authorize the taking of a deposition on oral examination duces tecum of Barbara Gladden Adamick, District Clerk of Montgomery County, Texas, also sometimes referred to herein as "Respondent," and states:

1. Petitioner Karen McPeters is an individual involved in litigation in Montgomery County, and seeks to investigate potential claims against Respondent.
2. **Barbara Gladden Adamick, District Clerk of Montgomery County, Texas**, is the Respondent in her capacity as the District Clerk of Montgomery County, a sub-division of a governmental entity.
3. Venue is anticipated to lie in a District Court of Montgomery County, Texas, subject to a transfer of venue based upon a conflict-of-interest.

**SUBJECT MATTER OF THE ANTICIPATED ACTION**

4. Karen McPeters is a plaintiff in Cause No. 07-09-09142, styled “Karen McPeters v. Montgomery County, Texas” in the 9<sup>th</sup> District Court of Montgomery County, Texas. As a party to a civil lawsuit, she has been required to use Lexis Nexis, an on-line electronic filing service, to file and serve documents and pleadings in her lawsuit. She has been required to pay filing fees and service charges to Lexis Nexis, and documents tendered to the District Clerk for filing have been either refused or returned with an admonition that the file-stamp is void.
5. The purpose of this petition is to investigate, pursuant to *Tex. R. Civ. P.* 202.2(d):
  - (a) whether or not the charges are authorized,
  - (b) the amounts of permissible charges, if any,
  - (c) the authority of the Montgomery County District Clerk to refuse to file documents tendered to her,
  - (d) the financial benefit to Montgomery County from requiring parties to lawsuits to use Lexis Nexis fileandserve, and
6. The substance of the testimony that petitioner expects to elicit, pursuant to *Tex. R. Civ. P.* 202.2(g), is that:
  - (a) Lexis Nexis is acting as respondent’s agent;
  - (b) the charges by Lexis Nexis are not authorized by law, *Tex. Gov’t Code* §101.061, and *Tex. Gov’t Code* §51.317;
  - (c) the District Clerk is required by statute to accept and file documents tendered to her, *Tex. Gov’t Code* § 51.303(a) and *Texas Rule of Civil Procedure* 21;
  - (d) Montgomery County, Texas has financially benefitted by its agreement with Lexis Nexis;
  - (e) numerous parties have been charged the filings fees and service charges, and
  - (f) the frequency with which the District Clerk refuses to accept documents.

Petitioner wishes to obtain the testimony to investigate potential claims regarding unauthorized filing fees and service charges. See *Tex. Gov't Code* §101.061.

7. The person to be deposed is **Barbara Gladden Adamick, District Clerk of Montgomery County, Texas**. Her address is 301 N. Main Street, Suite 103, Conroe, Texas. Her telephone number is 936-539-7855. Petitioner can schedule the deposition at any time during January 2010, and anticipates that the deposition will take no longer than ninety (90) minutes.

**RELIEF REQUESTED**

8. Karen McPeters requests an order authorizing her to take the oral deposition duces tecum of **Barbara Gladden Adamick, District Clerk of Montgomery County, Texas**. A proposed order meeting the requirements of *Tex. R. Civ. P.* 202 is attached.

Respectfully submitted,



Robert L. Mays, Jr.  
8626 Tesoro Drive, Suite 820  
San Antonio, Texas 78217  
Phone: 210-657-7772  
FAX: 210-657-7780  
TBN: 13308200  
Attorney for Petitioner Karen McPeters

**VERIFICATION**

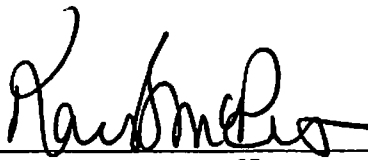
STATE OF TEXAS    )  
                                  )  
COUNTY OF BEXAR    )

BEFORE ME THIS DAY personally appeared Karen McPeters, the undersigned Affiant,  
who being by me duly sworn, deposed and stated as follows:

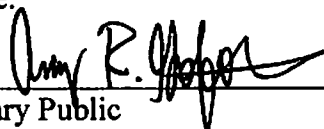
“My name is Karen McPeters; I am over the age of eighteen (18) years and am fully  
competent to make this Verification. I have personal knowledge of all of the facts recited in this  
Petition, and they are true and correct.”

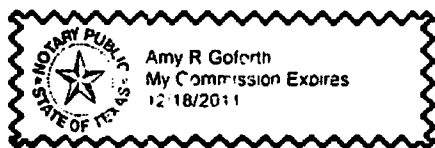
This concludes my testimony.

SIGNED on this the 20<sup>th</sup> day of November, 2009.

  
\_\_\_\_\_  
Karen McPeters, Affiant

SUBSCRIBED AND SWORN TO BEFORE ME on this the 20<sup>th</sup> day of November,  
2009, to certify which witness my hand and official seal of office.

  
\_\_\_\_\_  
Notary Public  
State of Texas  
My Commission Expires: 12/18/2011



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Deposition

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days before  
written ques-  
period only  
ve of court.  
o deliver to

the deposition officer a copy of the notice and of all written questions to be asked during the deposition.

(b) *Content of Notice.* The notice must comply with Rules 199.1(b), 199.2(b), and 199.5(a)(3). If the witness is an organization, the organization must comply with the requirements of that provision. The notice also may include a request for production of documents as permitted by Rule 199.2(b)(5), the provisions of which will govern the request, service, and response.

Added Aug. 5, 1998 and Nov. 9, 1998, eff. Jan. 1, 1999.

### 200.2. Compelling Witness to Attend

A party may compel the witness to attend the deposition on written questions by serving the witness with a subpoena under Rule 176. If the witness is a party or is retained by, employed by, or otherwise subject to the control of a party, however, service of the deposition notice upon the party's attorney has the same effect as a subpoena served on the witness.

Added Aug. 5, 1998 and Nov. 9, 1998, eff. Jan. 1, 1999.

### 200.3. Questions and Objections

(a) *Direct Questions.* The direct questions to be propounded to the witness must be attached to the notice.

(b) *Objections and Additional Questions.* Within ten days after the notice and direct questions are served, any party may object to the direct questions and serve cross-questions on all other parties. Within five days after cross-questions are served, any party may object to the cross-questions and serve redirect questions on all other parties. Within three days after redirect questions are served, any party may object to the redirect questions and serve recross questions on all other parties. Objections to recross questions must be served within five days after the earlier of when recross questions are served or the time of the deposition on written questions.

(c) *Objections to Form of Questions.* Objections to the form of a question are waived unless asserted in accordance with this subdivision.

Added Aug. 5, 1998 and Nov. 9, 1998, eff. Jan. 1, 1999.

### 200.4. Conducting the Deposition Upon Written Questions

The deposition officer must: take the deposition on written questions at the time and place designated; record the testimony of the witness under oath in response to the questions; and prepare, certify, and deliver the deposition transcript in accordance with Rule 203. The deposition officer has authority when

necessary to summon and swear an interpreter to facilitate the taking of the deposition.

Added Aug. 5, 1998 and Nov. 9, 1998, and amended Dec. 31, 1998, eff. Jan. 1, 1999.

#### Historical Notes

The Order dated December 31, 1998, made technical corrections.

### Rule 201. Depositions in Foreign Jurisdictions for Use in Texas Proceedings; Depositions in Texas for Use in Foreign Proceedings

#### Comments—1999

1. Rule 201.1 sets forth procedures for obtaining deposition testimony of a witness in another state or foreign jurisdiction for use in Texas court proceedings. It does not, however, address whether any of the procedures listed are, in fact, permitted or recognized by the law of the state or foreign jurisdiction where the witness is located. A party must first determine what procedures are permitted by the jurisdiction where the witness is located before using this rule.

2. Section 20.001 of the Civil Practice and Remedies Code provides a nonexclusive list of persons who are qualified to take a written deposition in Texas and who may take depositions (oral or written) in another state or outside the United States.

3. Rule 201.2 is based on Section 20.002 of the Civil Practice and Remedies Code.

#### Historical Notes

Former rule 201 was repealed by order effective January 1, 1999. For subject matter of former rule 201, see, now, rules 176.6, 199.

### 201.1. Depositions in Foreign Jurisdictions for Use in Texas Proceedings

(a) *Generally.* A party may take a deposition on oral examination or written questions of any person or entity located in another state or a foreign country for use in proceedings in this State. The deposition may be taken by:

- (1) notice;
- (2) letter rogatory, letter of request, or other such device;
- (3) agreement of the parties; or
- (4) court order.

(b) *By Notice.* A party may take the deposition by notice in accordance with these rules as if the deposition were taken in this State, except that the deposition officer may be a person authorized to administer oaths in the place where the deposition is taken.

(c) *By Letter Rogatory.* On motion by a party, the court in which an action is pending must issue a letter rogatory on terms that are just and appropriate, regardless of whether any other manner of obtaining

the deposition is impractical or inconvenient. The letter must:

(1) be addressed to the appropriate authority in the jurisdiction in which the deposition is to be taken;

(2) request and authorize that authority to summon the witness before the authority at a time and place stated in the letter for examination on oral or written questions; and

(3) request and authorize that authority to cause the witness's testimony to be reduced to writing and returned, together with any items marked as exhibits, to the party requesting the letter rogatory.

(d) *By Letter of Request or Other Such Device.* On motion by a party, the court in which an action is pending, or the clerk of that court, must issue a letter of request or other such device in accordance with an applicable treaty or international convention on terms that are just and appropriate. The letter or other device must be issued regardless of whether any other manner of obtaining the deposition is impractical or inconvenient. The letter or other device must:

(1) be in the form prescribed by the treaty or convention under which it is issued, as presented by the movant to the court or clerk; and

(2) must state the time, place, and manner of the examination of the witness.

(e) *Objections to Form of Letter Rogatory, Letter of Request, or Other Such Device.* In issuing a letter rogatory, letter of request, or other such device, the court must set a time for objecting to the form of the device. A party must make any objection to the form of the device in writing and serve it on all other parties by the time set by the court, or the objection is waived.

(f) *Admissibility of Evidence.* Evidence obtained in response to a letter rogatory, letter of request, or other such device is not inadmissible merely because it is not a verbatim transcript, or the testimony was not taken under oath, or for any similar departure from the requirements for depositions taken within this State under these rules.

(g) *Deposition by Electronic Means.* A deposition in another jurisdiction may be taken by telephone, videoconference, teleconference, or other electronic means under the provisions of Rule 199.<sup>1</sup>

Added Aug. 5, 1998 and Nov. 9, 1998, eff. Jan. 1, 1999.

<sup>1</sup> Vernon's Ann.Rules Civ.Proc., rule 199.1 et seq.

#### Historical Notes

#### Source:

Former rule 188.

## 201.2. Depositions in Texas for Use in Proceedings in Foreign Jurisdictions

If a court of record of any other state or foreign jurisdiction issues a mandate, writ, or commission that requires a witness's oral or written deposition testimony in this State, the witness may be compelled to appear and testify in the same manner and by the same process used for taking testimony in a proceeding pending in this State.

Added Aug. 5, 1998 and Nov. 9, 1998, eff. Jan. 1, 1999.

## Rule 202. Depositions Before Suit or to Investigate Claims

### Comments—1999

#### Comments to 1999 change:

1. This rule applies to all discovery before suit covered by former rules governing depositions to perpetuate testimony and bills of discovery.

2. A deposition taken under this rule may be used in a subsequent suit as permitted by the rules of evidence, except that a court may restrict or prohibit its use to prevent taking unfair advantage of a witness or others. The bill of discovery procedure, which Rule 202 incorporates, is equitable in nature, and a court must not permit it to be used inequitably.

#### Historical Notes

Former rule 202 was repealed by order effective January 1, 1999. For subject matter of former rule 202, see, now, rules 199.1, 203.6.

### 202.1. Generally

A person may petition the court for an order authorizing the taking of a deposition on oral examination or written questions either:

(a) to perpetuate or obtain the person's own testimony or that of any other person for use in an anticipated suit; or

(b) to investigate a potential claim or suit.

Added Aug. 5, 1998 and Nov. 9, 1998, eff. Jan. 1, 1999.

#### Historical Notes

The order of Nov. 9, 1998 provides that the rule applies to proceedings filed on or after Jan. 1, 1999, but a court may use the rules for guidance in previously filed proceedings.

### 202.2. Petition

The petition must:

(a) be verified;

(b) be filed in a proper court of any county:

(1) where venue of the anticipated suit may lie, if suit is anticipated; or

(2) where the witness resides, if no suit is yet anticipated;

(c) be in the name of the petitioner;

(d) state either:

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(1) that the petitioner anticipates the institution of a suit in which the petitioner may be a party; or

(2) that the petitioner seeks to investigate a potential claim by or against petitioner;

(e) state the subject matter of the anticipated action, if any, and the petitioner's interest therein;

(f) if suit is anticipated, either:

(1) state the names of the persons petitioner expects to have interests adverse to petitioner's in the anticipated suit, and the addresses and telephone numbers for such persons; or

(2) state that the names, addresses, and telephone numbers of persons petitioner expects to have interests adverse to petitioner's in the anticipated suit cannot be ascertained through diligent inquiry, and describe those persons;

(g) state the names, addresses and telephone numbers of the persons to be deposed, the substance of the testimony that the petitioner expects to elicit from each, and the petitioner's reasons for desiring to obtain the testimony of each; and

(h) request an order authorizing the petitioner to take the depositions of the persons named in the petition.

Added Aug. 5, 1998 and Nov. 9, 1998, eff. Jan. 1, 1999.

#### Historical Notes

The order of Nov. 9, 1998 provides that the rule applies to proceedings filed on or after Jan. 1, 1999, but a court may use the rules for guidance in previously filed proceedings.

#### 202.3. Notice and Service

(a) *Personal Service on Witnesses and Persons Named.* At least 15 days before the date of the hearing on the petition, the petitioner must serve the petition and a notice of the hearing—in accordance with Rule 21a—on all persons petitioner seeks to depose and, if suit is anticipated, on all persons petitioner expects to have interests adverse to petitioner's in the anticipated suit.

(b) *Service by Publication on Persons Not Named.*

(1) *Manner.* Unnamed persons described in the petition whom the petitioner expects to have interests adverse to petitioner's in the anticipated suit, if any, may be served by publication with the petition and notice of the hearing. The notice must state the place for the hearing and the time it will be held, which must be more than 14 days after the first publication of the notice. The petition and notice must be published once each week for two consecutive weeks in the newspaper of broadest circulation in the county in which the petition is filed, or if no such newspaper exists, in the newspa-

per of broadest circulation in the nearest county where a newspaper is published.

(2) *Objection to Depositions Taken on Notice by Publication.* Any interested party may move, in the proceeding or by bill of review, to suppress any deposition, in whole or in part, taken on notice by publication, and may also attack or oppose the deposition by any other means available.

(c) *Service in Probate Cases.* A petition to take a deposition in anticipation of an application for probate of a will, and notice of the hearing on the petition, may be served by posting as prescribed by Section 33(f)(2) of the Probate Code. The notice and petition must be directed to all parties interested in the testator's estate and must comply with the requirements of Section 33(c) of the Probate Code insofar as they may be applicable.

(d) *Modification by Order.* As justice or necessity may require, the court may shorten or lengthen the notice periods under this rule and may extend the notice period to permit service on any expected adverse party.

Added Aug. 5, 1998 and Nov. 9, 1998, eff. Jan. 1, 1999.

#### Historical Notes

The order of Nov. 9, 1998 provides that the rule applies to proceedings filed on or after Jan. 1, 1999, but a court may use the rules for guidance in previously filed proceedings.

#### 202.4. Order

(a) *Required Findings.* The court must order a deposition to be taken if, but only if, it finds that:

(1) allowing the petitioner to take the requested deposition may prevent a failure or delay of justice in an anticipated suit; or

(2) the likely benefit of allowing the petitioner to take the requested deposition to investigate a potential claim outweighs the burden or expense of the procedure.

(b) *Contents.* The order must state whether a deposition will be taken on oral examination or written questions. The order may also state the time and place at which a deposition will be taken. If the order does not state the time and place at which a deposition will be taken, the petitioner must notice the deposition as required by Rules 199<sup>1</sup> or 200.<sup>2</sup> The order must contain any protections the court finds necessary or appropriate to protect the witness or any person who may be affected by the procedure.

Added Aug. 5, 1998 and Nov. 9, 1998, eff. Jan. 1, 1999.

<sup>1</sup> Vernon's Ann. Rules Civ. Proc., rule 199.1 et seq.

<sup>2</sup> Vernon's Ann. Rules Civ. Proc., rule 200.1 et seq.



**Historical Notes**

The order of Nov. 9, 1998 provides that the rule applies to proceedings filed on or after Jan. 1, 1999, but a court may use the rules for guidance in previously filed proceedings.

**202.5. Manner of Taking and Use**

Except as otherwise provided in this rule, depositions authorized by this rule are governed by the rules applicable to depositions of nonparties in a pending suit. The scope of discovery in depositions authorized by this rule is the same as if the anticipated suit or potential claim had been filed. A court may restrict or prohibit the use of a deposition taken under this rule in a subsequent suit to protect a person who was not served with notice of the deposition from any unfair prejudice or to prevent abuse of this rule. Added Aug. 5, 1998 and Nov. 9, 1998, eff. Jan. 1, 1999.

**Historical Notes**

The order of Nov. 9, 1998 provides that the rule applies to proceedings filed on or after Jan. 1, 1999, but a court may use the rules for guidance in previously filed proceedings. Source:

Former rule 187, 737.

**Rule 203. Signing, Certification and Use of Oral and Written Depositions****Historical Notes**

Former rule 203 was repealed by order effective January 1, 1999. For subject matter of former rule 203, see, now, rules 176.8, 215.

Source:

Former rules 205, 206, 207.

**203.1. Signature and Changes**

(a) *Deposition Transcript to be Provided to Witness.* The deposition officer must provide the original deposition transcript to the witness for examination and signature. If the witness is represented by an attorney at the deposition, the deposition officer must provide the transcript to the attorney instead of the witness.

(b) *Changes by Witness; Signature.* The witness may change responses as reflected in the deposition transcript by indicating the desired changes, in writing, on a separate sheet of paper, together with a statement of the reasons for making the changes. No erasures or obliterations of any kind may be made to the original deposition transcript. The witness must then sign the transcript under oath and return it to the deposition officer. If the witness does not return the transcript to the deposition officer within 20 days of the date the transcript was provided to the witness or the witness's attorney, the witness may be deemed to have waived the right to make the changes.

(c) *Exceptions.* The requirements of presentation and signature under this subdivision do not apply:

- (1) if the witness and all parties waive the signature requirement;
- (2) to depositions on written questions; or
- (3) to nonstenographic recordings of oral depositions.

Added Aug. 5, 1998 and Nov. 9, 1998, eff. Jan. 1, 1999.

**203.2. Certification**

The deposition officer must file with the court, serve on all parties, and attach as part of the deposition transcript or nonstenographic recording of an oral deposition a certificate duly sworn by the officer stating:

(a) that the witness was duly sworn by the officer and that the transcript or nonstenographic recording of the oral deposition is a true record of the testimony given by the witness;

(b) that the deposition transcript, if any, was submitted to the witness or to the attorney for the witness for examination and signature, the date on which the transcript was submitted, whether the witness returned the transcript, and if so, the date on which it was returned.

(c) that changes, if any, made by the witness are attached to the deposition transcript;

(d) that the deposition officer delivered the deposition transcript or nonstenographic recording of an oral deposition in accordance with Rule 203.3;

(e) the amount of time used by each party at the deposition;

(f) the amount of the deposition officer's charges for preparing the original deposition transcript, which the clerk of the court must tax as costs; and

(g) that a copy of the certificate was served on all parties and the date of service.

Added Aug. 5, 1998 and Nov. 9, 1998, eff. Jan. 1, 1999.

**203.3. Delivery**

(a) *Endorsement; To Whom Delivered.* The deposition officer must endorse the title of the action and "Deposition of (name of witness)" on the original deposition transcript (or a copy, if the original was not returned) or the original nonstenographic recording of an oral deposition, and must return:

(1) the transcript to the party who asked the first question appearing in the transcript, or

(2) the recording to the party who requested it.

(b) *Notice.* The deposition officer must serve notice of delivery on all other parties.

(c) *Inspection and Copying; Copies.* The party receiving the original deposition transcript or nonstenographic recording must make it available upon

RECEIVED AND FILED  
FOR RECORD  
At \_\_\_\_\_ O'clock \_\_\_\_\_ M.  
NOV 24 2009  
BARBARA GLADDEN ADAMICK  
District Clerk  
By \_\_\_\_\_  
MONTGOMERY COUNTY, TEXAS  
Deputy

CAUSE NO. 09-11-11474-CV

KAREN McPETERS	)	IN THE DISTRICT COURT
Plaintiff	)	
	)	
vs.	)	<u>gku</u> JUDICIAL DISTRICT
	)	
BARBARA GLADDEN ADAMICK,	)	
DISTRICT CLERK OF MONTGOMERY	)	
COUNTY, TEXAS	)	
Defendant	)	MONTGOMERY COUNTY, TEXAS

**ORDER ALLOWING DEPOSITION TO INVESTIGATE POTENTIAL CLAIMS  
PURSUANT TO TEX. R. CIV. P. 202**

On this day, the Court considered the Petition of Karen McPeters to investigate potential claims as is permitted under Tex. R. Civ. P. 202. The Court finds that the likely benefit of allowing the Petitioner to take the requested deposition to investigate her potential claims outweighs the burden or expense of the procedure.

It is ORDERED THAT the deposition of Barbara Gladden Adamick be taken on oral examination duces tecum, and will occur on \_\_\_\_\_, January \_\_\_\_\_, 2010 in the conference room of the Montgomery County Attorney David K. Walker, 207 West Phillips, Suite 100, Conroe, Texas 77301, phone: 936-539-7828, beginning at 9:00 o'clock a.m.

The deposition will be stenographically recorded and videotaped by Esquire Deposition Services, a certified court reporting service. The deposition may be used in evidence in the event of a trial concerning the above parties. The oral examination will continue until completed, but shall not last more than ninety (90) minutes.

SIGNED on this the \_\_\_\_ day of December, 2009.

---

JUDGE PRESIDING

APPROVED AS TO FORM:

---

Robert L. Mays, Jr.  
Petroleum Towers II, Ste. 820  
8626 Tesoro Drive  
San Antonio, TX 78217  
Phone: 210-657-7772  
Email: rlmays@swbell.net  
TBN: 13308200  
Attorney for Plaintiff Karen McPeters

CAUSE NO. 09-11-11474

Karen McPeters

VS.

Barbara Gladden Adamick, District Clerk

§  
§  
§  
§  
§

IN THE DISTRICT COURT OF  
MONTGOMERY COUNTY, TEXAS  
9TH JUDICIAL DISTRICT

**ORAL HEARING**

Please set this case on the Ancillary Docket for Choose One: January 8, 2010 at 9:30 a.m.

Parenting class certificates must be on file with the Clerk before a divorce case will be placed on the docket. Medlatation is not required prior to Temporary Orders hearing.

Choose One: **Motion to Allow Deposition to Investigate Potential Claims**

**SUBMISSION HEARINGS**

Submission hearings are held every Friday at 9:00 a.m. A Notice of Submission must be filed after setting hearing date.

Please set this case on the Submission Docket for at 9:00 a.m.

Motions for Summary Judgements are heard by Submission Only

Choose one:

Submitted on the 3rd day of December, 2009

Attorney Name: Robert L. Mays, Jr.

Legal Assistant:

Phone: 210-657-7772

Email Address: rlmays@swbell.net

Please print this form and fax a copy to 936-788-8381 or email to Court Coordinator at jcontella@co.montgomery.tx.us. The hearing will be set by the court once this is received. A confirmation of setting will not be given.

To save form and attach to email. At top of form choose file, save as - choose a location on your computer to save to. Open email program and start message. Address message to jcontella@co.montgomery.tx.us. Please add in subject - "Request hearing". Choose attachment option and browse to your document. Follow attachment directions and send.

**Lee Mays**

---

**From:** "Jennifer Contella" <jcontella@co.montgomery.tx.us>  
**Date:** Tuesday, January 05, 2010 2:37 PM  
**To:** "Lee Mays" <rlmays@swbell.net>  
**Subject:** Re: 09-11-11474 McPeters v. Adamick, DC

I will contact the Regional Judge and see what the status is. Jennifer

>>> "Lee Mays" <rlmays@swbell.net> 1/5/2010 2:09 PM >>>

Dear Ms. Contella,

I have not heard anything more about a hearing on this case. I requested and filed for a hearing before Judge Edwards for Friday, but nothing is on his docket.

Do you have any information concerning assigning this case to a regional Judge?

Lee Mays

Attorney at Law

8626 Tesoro Drive, Suite 820

San Antonio, Texas 78217

Phone: 210-657-7772

FAX: 210-657-7780

After January 1, 2010 please address email to: [mays7772@gmail.com](mailto:mays7772@gmail.com).

Confidentiality Notice: This message and the documents accompanying this electronic transmission may contain confidential information of the sender or the intended recipient which is legally privileged. The information is intended only for the use of the individual or entity to whom it was sent. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this transmission is strictly prohibited. The Signature given herein is not an electronic signature and is provided only for the purpose of providing information and for no other purpose.

----- Original Message -----

**From:** "Jennifer Contella" <jcontella@co.montgomery.tx.us>  
**To:** "Lee Mays" <rlmays@swbell.net>  
**Sent:** Thursday, December 03, 2009 3:31 PM  
**Subject:** Re: 09-11-11474 McPeters v. Adamick, DC

This case has been sent to the regional Judge for appointment of a new Judge. You will be able to set this case by submission as soon as the

regional Judge has assigned this case.

>>> "Lee Mays" <[rlmays@swbell.net](mailto:rlmays@swbell.net)> 12/3/2009 3:18 PM >>>

Dear Ms. Contella,

Please set a hearing on January 8, 2010 at 9:30 am on the Ancillary Docket for my "Motion to Allow Deposition to Investigate Potential Claims."

The setting form is attached.

Lee Mays

Attorney at Law

8626 Tesoro Drive, Suite 820

San Antonio, Texas 78217

Phone: 210-657-7772

FAX: 210-657-7780

Confidentiality Notice: This message and the documents accompanying this electronic transmission may contain confidential information of the sender or the intended recipient which is legally privileged. The information is intended only for the use of the individual or entity to whom it was sent. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this transmission is strictly prohibited. The Signature given herein is not an electronic signature and is provided only for the purpose of providing information and for no other purpose.

NO. 09-11-11474-CV

KAREN MCPETERS,	§	IN THE DISTRICT COURT OF
	§	
Petitioner,	§	
	§	
V.	§	MONTGOMERY COUNTY, TEXAS.
	§	
BARBARA GLADDEN ADAMICK,	§	
DISTRICT CLERK OF MONTGOMERY	§	
COUNTY, TEXAS	§	
	§	
Respondent.	§	9 <sup>TH</sup> JUDICIAL DISTRICT

RESPONDENT'S MOTION FOR LEAVE TO SUPPLEMENT THE RECORD

COMES NOW, BARBARA GLADDEN ADAMICK, DISTRICT CLERK OF MONTGOMERY COUNTY, TEXAS, named as the Respondent in this action, and files this Motion for Leave to Supplement the Record. In support thereof, Respondent would show as follows:

Introduction and Procedural History

1. Petitioner Karen McPeters.
2. Respondent is Barbara Gladden Adamick, District Clerk of Montgomery County, Texas.
3. Petitioner brought this petition under Tex. R. Civ. P. 202 requesting the Court authorizing her taking the deposition duces tecum of the Respondent in order to investigate potential claims.
4. On March 26, 2010, Judge Bob Wortham, sitting as the Presiding Judge of the 9<sup>th</sup> District Court, denied Petitioner's request to take Respondent's deposition. An oral hearing was held on the petition and was attended by Petitioner's counsel and Ray Johnson, representing Respondent.

Motion to Supplement

5. Respondent Adamick moves the court to supplement the record of the March 26, 2010, oral hearing to include Exhibit A, a certified copy of the "Order Regarding E-File Designation and Live Date" entered in this case.

6. At the oral hearing on the petition, the court inquired as to whether such an order had been entered. Counsel for Respondent was unaware at that time if such an order had been entered. Upon further investigation and examination of the District Clerk's record, the order was located. Thus, Respondent moves for leave to supplement the record of the March 26, 2010, oral hearing to include the certified copy of the order.

PRAYER

For these reasons, Respondent Barbara Gladden Adamick, District Clerk of Montgomery County, Texas, asks the Court for leave to supplement the record of the March 26, 2010, oral hearing with the certified copy of the "Order Regarding E-File Designation and Live Date" filed in this case.

Respectfully submitted,

DAVID K. WALKER  
MONTGOMERY COUNTY ATTORNEY

By: Ray Johnson w/p Sara Forlen  
Rayborn C. Johnson, Jr.  
Assistant Montgomery County Attorney  
Texas Bar No. 10820500  
[ray.johnson@mctx.org](mailto:ray.johnson@mctx.org)  
207 W. Phillips, Suite 100  
Conroe, Texas 77301  
(936) 539-7828  
(936) 760-6920 fax

CERTIFICATE OF CONFERENCE

On April 13, 2010, Rayborn C. Johnson, Jr., conferred with Petitioner's counsel, Robert L. Mays, Jr., regarding the motion for leave to supplement the record and Mr. Mays did not oppose the motion.

Ray Johnson w/p Sara Forlen  
Rayborn C. Johnson, Jr.



CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been forwarded to all counsel of record by electronic filing, certified mail, return receipt requested and/or facsimile, on this 5<sup>th</sup> day of April, 2010.

Robert L. Mays, Jr.  
Petroleum Towers II, Suite 820  
8626 Tesoro Dr.  
San Antonio, Texas 78217  
(210) 657-7772  
(210) 657-7780 (fax)  
Attorney for Petitioner,  
Karen McPeters

Ray Johnson w/p Sara Foreman  
Rayburn C. Johnson, Jr.

Cause No. 09-11-11474 CV

RECEIVED AND FILED  
FOR RECORD

At \_\_\_\_\_ O'clock \_\_\_\_\_ M.

FEB 10 2003

9<sup>th</sup> JUDICIAL DISTRICT COURT  
MONTGOMERY COUNTY, TEXAS

BARBARA GLADDEN ADAMICK  
District Clerk  
MONTGOMERY COUNTY, TEXAS  
By \_\_\_\_\_ Deputy

**ORDER REGARDING E-FILE DESIGNATION AND LIVE DATE**

As of January 1, 2000, all civil cases filed in the 9th District Court of Montgomery County will be electronically filed as described and governed by the Local Rules Regarding Electronic Filing. Consequently, the Court, sua sponte, hereby designates the cause number, \_\_\_\_\_, 09-11-11474 in the Ninth District Court of Montgomery County, Texas, as such an e-file case. Accordingly, the Court orders that in this cause the District Clerk implement fully the Local Rule Regarding Electronic Filing, approved by the Supreme Court on September 16, 1997. A copy of the Local Rule Regarding Electronic Filing can be obtained in the office of Judge Edwards or the Montgomery County District Clerk's Office.

**What Must be Filed Electronically.** No pleadings or party-generated documents may be filed in paper form, but must be filed electronically through the e-file system, unless a document meets one of the exceptions named below.

**All answers must be filed electronically.** Answers filed in paper form will not be accepted.

**Documents That Need Not be Filed Electronically.** Documents may still be filed conventionally if 1) a party has leave of Court to do so, 2) the document is the Original Petition or a Return of Service, or 3) the document is an exhibit, appendix, or "image" document exceeding 50 pages in length (see explanation below). Actions brought by the State of Texas or Child Protective Services as well as Adoption Actions are exempt from e-filing.

**Exhibits.** Original exhibits to documents filed electronically must be "scanned in" and filed electronically as well if the *exhibits* number less than fifty pages. If the exhibits total over fifty pages in length, they may be marked clearly as to which motion they pertain and filed with the District Clerk.

A party wishing to file voluminous exhibits conventionally should 1) electronically file a notice indicating that there are conventional "paper" exhibits on file in the District Clerk's Office, 2) file the exhibits in the District Clerk's Office, and 3) serve other parties with copies of the conventionally-filed exhibits as normally required by the Texas Rule of Civil Procedure.

Please note that according to the Local Rule for E-filing, any original signature page on affidavits, verifications, or other sworn documents that is not filed with the Clerk in paper form "shall be maintained and made available, upon reasonable notice and during business hours, to other counsel and to the court."

"Certified as to certification on signature page"

**EXHIBIT "G"**



New Divorce and Annulment Cases That Are Resolved Within 90 Days. As of January 1, 2001, all original petition for divorce or annulment that are resolved within 90 days are not required to be filed electronically.

In addition, inventories and appraisal documents in all family law cases may no longer be electronically served with the Court, due to privacy concerns. Please exchange this information to opposing counsel, but without actually serving the Court via e-filing. However, you must serve the Court with a letter noticing that the exchange of documents was made and on what date.

How to File Electronically. For information on how to use electronic filing, parties are instructed to contact CourtLink Customer Service at 1-888-529-7587.

In short, parties will be presented with two options. They may either: 1) become a subscriber through the Internet to the e-file system or 2) bring their filings in the form of 3-1/2" IBM (or compatible) formatted disc to the public terminal located in the District Clerk's Office and upload the pleadings at no charge.

Although there is no fee involved in subscribing to the e-file system through the Internet, a minimal fee is assessed for each filing and service delivery made through the system. The e-filing system will "serve" all parties and the court through the Internet or via facsimile, so it will not be necessary for a party choosing to become a subscriber to serve other parties in paper form.

However, parties wishing to exercise their option to file through the public terminal must still serve copies on other parties *in paper form*, as is usually required by the Texas Rules of Civil Procedure.

Consequences of Failure to File in Accordance with this Order. The District Clerk shall not accept any pleadings in paper form, and shall not use imaging technology to convert documents from paper to electronic form for the parties. Any documents submitted in paper form will be rejected by the District Clerk without further notice to submitting counsel. *Documents so rejected will be regarded as "unfiled," even if the clerk, in error, file-stamps the incorrectly filed documents.*

If the electronic filing is not filed with the Court because of 1) an error in the transmission of the document to the Vendor which was unknown to the sending party, or 2) a failure to process the electronic filing when received by the Vendor, or 3) other technical problems experienced by the filer, the Court may upon satisfactory proof enter an order permitting the document to be filed nunc pro tunc to the date it was first attempted to be sent electronically.

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Signed this 10th day of February, 2003.

  
FRED EDWARDS


I, Barbara Gladden Adamek, do hereby  
Certify 2 pages in Cause # 03-111874  
as being a true and correct copy of the  
Original Record now on file in the District  
Clerk's Office of Montgomery County, Texas.  
Witness My Official Seal of Office in Conoco, Texas  
On This the 6 Day of April 2010  
By  Deputy

EXHIBIT "G"

The Honorable Fred Edwards

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Submitted By:

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Search Created: Saturday, May 15, 2010 13:55:04 CDT

**Court:** TX Montgomery 9th District Court      **Judge:** Edwards, Fred E      **File & Serve Live Date:** 1/22/2009  
**Division:** N/A      **Case Number:** **07-09-09142**      **Document(s) Filed:** 52  
**Case Type:** Discrimination      **Case Name:** Mcpeters, Karen vs Montgomery County Texas      **Date Range:** All

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<input type="checkbox"/> Transaction	<input type="checkbox"/> Date/Time	<input type="checkbox"/> Option	<input type="checkbox"/> Case Number Case Name	<input type="checkbox"/> Authorizer Organization	<input type="checkbox"/> Document Type	<input type="checkbox"/> Document Title	<input type="checkbox"/> Size
<input type="checkbox"/> 29278565	1/28/2010 3:46 PM CST	File And Serve	07-09-09142 Mcpeters, Karen vs Montgomery County Texas	Robert Mays, Mays, Robert L Jr	<input type="checkbox"/> Letter	Letter Requesting Supplementary Record <a href="#">[view]</a>	0.1MB
<input type="checkbox"/> 28334923	12/3/2009 2:18 PM CST	File And Serve	07-09-09142 Mcpeters, Karen vs Montgomery County Texas	Robert Mays, Mays, Robert L Jr	<input type="checkbox"/> Statement of Facts	Plaintiff Karen McPeters' Request for Additional and Omitted Findings of Fact and Conclusions of Law <a href="#">[view]</a>	0.3MB
<input type="checkbox"/> 28175320	11/23/2009 10:41 AM CST	File And Serve	07-09-09142 Mcpeters, Karen vs Montgomery County Texas	Fred E Edwards, TX Montgomery 9th District Court	<input type="checkbox"/> Order	Order Granting Findings of Fact and Conclusions of Law <a href="#">[view]</a>	0.2MB
<input type="checkbox"/> 28121567	11/19/2009 9:43 AM CST	File And Serve	07-09-09142 Mcpeters, Karen vs Montgomery County Texas	Raybom C Johnson, County Attorneys Office- Montgomery- TX	<input type="checkbox"/> Proposed Order	(Proposed) Findings of Fact and Conclusions of Law <a href="#">[view]</a>	0.1MB
<input type="checkbox"/> 28027254	11/13/2009 10:18 AM CST	File And Serve	07-09-09142 Mcpeters, Karen vs Montgomery County Texas	Robert Mays, Mays, Robert L Jr	<input type="checkbox"/> Letter	Plaintiff Karen McPeters' Amended Letter Requesting Clerk's Record <a href="#">[view]</a>	1.0MB
<input type="checkbox"/> 28025114	11/13/2009 8:53 AM CST	File And Serve	07-09-09142 Mcpeters, Karen vs Montgomery County Texas	Robert Mays, Mays, Robert L Jr	<input type="checkbox"/> Notice	Plaintiff Karen McPeters' Notice of Past Due Findings of Fact and Conclusions of Law <a href="#">[view]</a>	0.2MB
<input type="checkbox"/> 28025077	11/13/2009 8:49 AM CST	File And Serve	07-09-09142 Mcpeters, Karen vs Montgomery County Texas	Robert Mays, Mays, Robert L Jr	<input type="checkbox"/> Appeal, Notice of	Plaintiff Karen McPeters' Second Amended Notice of Appeal <a href="#">[view]</a>	0.1MB
<input type="checkbox"/> 27968830	11/10/2009 9:13 AM CST	File And Serve	07-09-09142 Mcpeters, Karen vs	Robert Mays, Mays, Robert L Jr	<input type="checkbox"/> Letter	Change of Address <a href="#">[view]</a>	0.1MB

Case Number	Date	Action	Case Name	Case Number	Attorney	Document Type	Description	Size
<a href="#">27667832</a>	10/21/2009 2:37 PM CDT	File And Serve	Montgomery County Texas 07-09-09142 Mcpeters, Karen vs Montgomery County Texas	07-09-09142	Robert Mays, Mays, Robert L Jr	Statement of Facts	Plaintiff Karen McPeters' Request for Findings of Fact and Conclusions of Law <a href="#">[view]</a>	0.2MB
<a href="#">27518291</a>	10/13/2009 8:54 AM CDT	File And Serve	Montgomery County Texas 07-09-09142 Mcpeters, Karen vs Montgomery County Texas	07-09-09142	Robert Mays, Mays, Robert L Jr	Letter	Plaintiff Karen McPeters' Letter Requesting Clerk's Record <a href="#">[view]</a>	0.7MB
<a href="#">27518152</a>	10/13/2009 8:36 AM CDT	File And Serve	Montgomery County Texas 07-09-09142 Mcpeters, Karen vs Montgomery County Texas	07-09-09142	Robert Mays, Mays, Robert L Jr	Notice	Plaintiff Karen McPeters' Amended Notice of Appeal <a href="#">[view]</a>	0.1MB
<a href="#">27453107</a>	10/7/2009 3:05 PM CDT	File And Serve	Montgomery County Texas 07-09-09142 Mcpeters, Karen vs Montgomery County Texas	07-09-09142	Robert Mays, Mays, Robert L Jr	Notice	Plaintiff Karen McPeters' Notice of Appeal <a href="#">[view]</a>	0.1MB
<a href="#">27396439</a>	10/5/2009 11:34 AM CDT	File And Serve	Montgomery County Texas 07-09-09142 Mcpeters, Karen vs Montgomery County Texas	07-09-09142	Fred E Edwards, TX Montgomery 9th District Court	Order	Order Denying Motion to Reinstate <a href="#">[view]</a>	0.1MB
<a href="#">27380195</a>	10/2/2009 1:51 PM CDT	File And Serve	Montgomery County Texas 07-09-09142 Mcpeters, Karen vs Montgomery County Texas	07-09-09142	Rayborn C Johnson, County Attorneys Office-Montgomery-TX	Proposed Order	(Proposed) Order Denying Motion to Reinstate Case <a href="#">[view]</a>	0.1MB
<a href="#">27312111</a>	9/29/2009 1:06 PM CDT	File And Serve	Montgomery County Texas 07-09-09142 Mcpeters, Karen vs Montgomery County Texas	07-09-09142	Robert Mays, Mays, Robert L Jr	Motion	Plaintiff Karen McPeters' Motion to Shorten Time <a href="#">[view]</a>	0.2MB
<a href="#">27283479</a>	9/28/2009 10:21 AM CDT	File And Serve	Montgomery County Texas 07-09-09142 Mcpeters, Karen vs Montgomery County Texas	07-09-09142	Robert Mays, Mays, Robert L Jr	Motion	Plaintiffs' Second Motion to Vacate Order of Dismissal for Want of Prosecution and Motion to Reinstate <a href="#">[view]</a>	0.6MB
<a href="#">27222417</a>	9/23/2009 12:52 PM CDT	File And Serve	Montgomery County Texas 07-09-09142 Mcpeters, Karen vs Montgomery County Texas	07-09-09142	Fred E Edwards, TX Montgomery 9th District Court	Order	Order Voiding August 11, 2009 Dismissal for Want of Prosecution <a href="#">[view]</a>	0.1MB
<a href="#">27222180</a>	9/23/2009 12:48 PM CDT	File And Serve	Montgomery County Texas 07-09-09142 Mcpeters, Karen vs Montgomery County Texas	07-09-09142	Fred E Edwards, TX Montgomery 9th District Court	Order	Order Dismissing Case for Want of Prosecution <a href="#">[view]</a>	0.1MB
<a href="#">26974481</a>	9/8/2009 4:43 PM CDT	File And Serve	Montgomery County Texas 07-09-09142 Mcpeters, Karen vs Montgomery County Texas	07-09-09142	Robert Mays, Mays, Robert L Jr	Motion	Motion for Stay Pending Appeal <a href="#">[view]</a>	0.3MB
<a href="#">26974232</a>	9/8/2009 4:38 PM CDT	File And Serve	Montgomery County Texas 07-09-09142 Mcpeters, Karen vs Montgomery County Texas	07-09-09142	Robert Mays, Mays, Robert L Jr	Motion	Motion to Vacate Order of Dismissal for Want of Prosecution and Motion to Reinstate <a href="#">[view]</a>	0.6MB

<input type="checkbox"/>	<a href="#">26945589</a>	9/4/2009 1:09 PM CDT	File And Serve	<a href="#">07-09-09142</a> Mcpeters, Karen vs Montgomery County Texas	Fred E Edwards, TX Montgomery 9th District Court	<input type="checkbox"/>	Order	ORDER SUSTAINING DEFENDANT MONTGOMERY COUNTY'S OBJECTIONS TO PLAINTIFF KAREN McPETERS' DISCOVERY AND DENYING PLAINTIFF KAREN McPETERS' MOTION TO COMPEL <a href="#">[view]</a>	0.1MB
<input type="checkbox"/>	<a href="#">26857859</a>	8/31/2009 3:30 PM CDT	File And Serve	<a href="#">07-09-09142</a> Mcpeters, Karen vs Montgomery County Texas	Fred E Edwards, TX Montgomery 9th District Court	<input type="checkbox"/>	Order	Order Vacating Dismissal for Want of Prosecution <a href="#">[view]</a>	0.1MB
<input type="checkbox"/>	<a href="#">26800987</a>	8/27/2009 9:52 AM CDT	File And Serve	<a href="#">07-09-09142</a> Mcpeters, Karen vs Montgomery County Texas	Fred E Edwards, TX Montgomery 9th District Court	<input type="checkbox"/>	Order	Order Dismissing Case for Want of Prosecution <a href="#">[view]</a>	0.1MB
<input type="checkbox"/>	<a href="#">26642354</a>	8/18/2009 11:16 AM CDT	File And Serve	<a href="#">07-09-09142</a> Mcpeters, Karen vs Montgomery County Texas	Rayborn C Johnson, County Attorneys Office- Montgomery- TX	<input type="checkbox"/>	Response	Defendant Montgomery County's Reply to Plaintiff Karen McPeters' Motion to Compel and Order Denying Motion to Compel <a href="#">[view]</a>	0.4MB
<input type="checkbox"/>	<a href="#">26604558</a>	8/14/2009 3:11 PM CDT	File And Serve	<a href="#">07-09-09142</a> Mcpeters, Karen vs Montgomery County Texas	Robert Mays, Mays, Robert L Jr	<input type="checkbox"/>	Motion	Advisory to the Court and Request for Written Order <a href="#">[view]</a>	0.2MB
<input type="checkbox"/>	<a href="#">26532764</a>	8/11/2009 12:02 PM CDT	File And Serve	<a href="#">07-09-09142</a> Mcpeters, Karen vs Montgomery County Texas	Fred E Edwards, TX Montgomery 9th District Court	<input type="checkbox"/>	Order	Order Granting Objection to DCO <a href="#">[view]</a>	0.1MB
<input type="checkbox"/>	<a href="#">26210435</a>	7/21/2009 2:42 PM CDT	File And Serve	<a href="#">07-09-09142</a> Mcpeters, Karen vs Montgomery County Texas	Robert Mays, Mays, Robert L Jr	<input type="checkbox"/>	Notice	Notice of TWC Filing Under Rule 902(10)-Part 1 <a href="#">[view]</a>	1.5MB
						<input type="checkbox"/>	Notice	Notice of TWC Filing Under Rule 902(10)- Part 2 <a href="#">[view]</a>	1.2MB
<input type="checkbox"/>	<a href="#">26209554</a>	7/21/2009 2:15 PM CDT	File And Serve	<a href="#">07-09-09142</a> Mcpeters, Karen vs Montgomery County Texas	Robert Mays, Mays, Robert L Jr	<input type="checkbox"/>	Motion	Motion to Compel <a href="#">[view]</a>	0.2MB
						<input type="checkbox"/>	Notice	Notice of Submission <a href="#">[view]</a>	0.1MB
<input type="checkbox"/>	<a href="#">26190516</a>	7/20/2009 3:44 PM CDT	File And Serve	<a href="#">07-09-09142</a> Mcpeters, Karen vs Montgomery County Texas	Rayborn C Johnson, County Attorneys Office- Montgomery- TX	<input type="checkbox"/>	Objections	Montgomery County's Objection to Docket Control Order of July 15, 2009 <a href="#">[view]</a>	0.1MB
<input type="checkbox"/>	<a href="#">26137037</a>	7/16/2009 11:00 AM CDT	File And Serve	<a href="#">07-09-09142</a> Mcpeters, Karen vs Montgomery County Texas	Fred E Edwards, TX Montgomery 9th District Court	<input type="checkbox"/>	Order	Docket Control Order <a href="#">[view]</a>	0.1MB
<input type="checkbox"/>	<a href="#">25416643</a>	5/29/2009 4:52 PM CDT	File And Serve	<a href="#">07-09-09142</a> Mcpeters, Karen vs	Rayborn C Johnson, County Attorneys	<input type="checkbox"/>	Answer	First Amended Original Answer and Jury Demand of Defendant Montgomery	0.1MB

			Montgomery County Texas	Office- Montgomery- TX		County, Texas <a href="#">[view]</a>		
<input type="checkbox"/>	<a href="#">25355292</a>	5/26/2009 11:04 PM CDT	File And Serve	<a href="#">07-09-09142</a> Mcpeters, Karen vs Montgomery County Texas	Rayborn C Johnson, County Attorneys Office- Montgomery- TX	<input type="checkbox"/> Witness	Defendant Montgomery County's Witness List <a href="#">[view]</a>	0.1MB
<input type="checkbox"/>	<a href="#">25355295</a>	5/26/2009 11:02 PM CDT	File And Serve	<a href="#">07-09-09142</a> Mcpeters, Karen vs Montgomery County Texas	Rayborn C Johnson, County Attorneys Office- Montgomery- TX	<input type="checkbox"/> Exhibits	Defendant Montgomery County's Exhibit List <a href="#">[view]</a>	0.1MB
<input type="checkbox"/>	<a href="#">25353161</a>	5/26/2009 5:32 PM CDT	File And Serve	<a href="#">07-09-09142</a> Mcpeters, Karen vs Montgomery County Texas	Fred E Edwards, TX Montgomery 9th District Court	<input type="checkbox"/> Order	Order Granting Leave to Withdraw and Amend Admissions <a href="#">[view]</a>	0.1MB
<input type="checkbox"/>	<a href="#">25336035</a>	5/26/2009 9:43 AM CDT	File And Serve	<a href="#">07-09-09142</a> Mcpeters, Karen vs Montgomery County Texas	Robert Mays, Mays, Robert L Jr	<input type="checkbox"/> Exhibits	Plaintiff's Trial Exhibits, Witness List and Deposition List <a href="#">[view]</a>	0.5MB
<input type="checkbox"/>	<a href="#">25333588</a>	5/24/2009 8:13 AM CDT	File And Serve	<a href="#">07-09-09142</a> Mcpeters, Karen vs Montgomery County Texas	Robert Mays, Mays, Robert L Jr	<input type="checkbox"/> Amendment	Plaintiff's Third Amended Petition <a href="#">[view]</a>	0.4MB
<input type="checkbox"/>	<a href="#">25317524</a>	5/22/2009 11:07 AM CDT	File And Serve	<a href="#">07-09-09142</a> Mcpeters, Karen vs Montgomery County Texas	Robert Mays, Mays, Robert L Jr	<input type="checkbox"/> Notice	Notice of Submission and Unopposed Motion to Allow Late Filing under Rule 902 (10) <a href="#">[view]</a>	0.7MB
						<input type="checkbox"/> Notice	Order Allowing Late Filing under Rule 902(10) <a href="#">[view]</a>	0.1MB
<input type="checkbox"/>	<a href="#">25302422</a>	5/21/2009 2:03 PM CDT	File And Serve	<a href="#">07-09-09142</a> Mcpeters, Karen vs Montgomery County Texas	Robert Mays, Mays, Robert L Jr	<input type="checkbox"/> Notice	Notice of Filing under Tex. R. Evid. 902(10) <a href="#">[view]</a>	0.1MB
						<input type="checkbox"/> Affidavit	U.S. EEOC Business Records (1 of 4) <a href="#">[view]</a>	0.7MB
						<input type="checkbox"/> Affidavit	U.S. EEOC Business Records (2 of 4) <a href="#">[view]</a>	0.7MB
						<input type="checkbox"/> Affidavit	U.S. EEOC Business Records (3 of 4) <a href="#">[view]</a>	0.7MB
						<input type="checkbox"/> Affidavit	U.S. EEOC Business Records (4 of 4) <a href="#">[view]</a>	0.7MB
<input type="checkbox"/>	<a href="#">25125567</a>	5/11/2009 4:55 PM CDT	File And Serve	<a href="#">07-09-09142</a> Mcpeters, Karen vs Montgomery County Texas	Rayborn C Johnson, County Attorneys Office- Montgomery- TX	<input type="checkbox"/> Submission, Notices of	Notice of Submission on First Amended Motion of Defendant Montgomery County, Texas to Withdraw and Amend Admissions <a href="#">[view]</a>	1.7MB

<input type="checkbox"/>	<a href="#">25079768</a>	5/7/2009 4:31 PM CDT	File And Serve	<a href="#">07-09-09142</a> Mcpeters, Karen vs Montgomery County Texas	Rayborn C Johnson, County Attorneys Office- Montgomery- TX	<input type="checkbox"/> Motion	Defendant, Montgomery County's Motion to Withdraw and Amend Admissions <a href="#">[view]</a>	0.1MB
<input type="checkbox"/>	<a href="#">24124555</a>	3/9/2009 3:52 PM CDT	File And Serve	<a href="#">07-09-09142</a> Mcpeters, Karen vs Montgomery County Texas	Fred E Edwards, TX Montgomery 9th District Court	<input type="checkbox"/> Order	DCO <a href="#">[view]</a>	0.1MB
<input type="checkbox"/>	<a href="#">23499480</a>	1/28/2009 8:17 AM CST	File And Serve	<a href="#">07-09-09142</a> Mcpeters, Karen vs Montgomery County Texas	Robert Mays, Mays, Robert L Jr	<input type="checkbox"/> Discovery	Responses to Requests for Admissions and Objections and Responses to Request for Production to Defendant Montgomery County, Texas <a href="#">[view]</a>	0.2MB
<input type="checkbox"/>	<a href="#">23490757</a>	1/27/2009 3:00 PM CST	File Only	<a href="#">07-09-09142</a> Mcpeters, Karen vs Montgomery County Texas	Barbara Gladden Adamick, TX Montgomery 410th District Court	<input type="checkbox"/> Answer	DEFENDANT MONTGOMERY COUNTY TEXAS' MOTION TO TRANSFER VENUE AND SUBJECT THERETO, ORIGINAL ANSWER AND JURY DEMAND FILED ORIGINALLY ON JUNE 12, 2007 <a href="#">[view]</a>	0.1MB
						<input type="checkbox"/> Order	ORDER ON MOTION TO TRANSFER SIGNED ON AUGUST 16, 2007 <a href="#">[view]</a>	0.1MB
<input type="checkbox"/>	<a href="#">23490526</a>	1/27/2009 2:54 PM CST	File Only	<a href="#">07-09-09142</a> Mcpeters, Karen vs Montgomery County Texas	Barbara Gladden Adamick, TX Montgomery 410th District Court	<input type="checkbox"/> Petition	PLAINTIFF'S ORIGINAL PETITION - CONVENTIONALLY FILED IN TRAVIS COUNTY ON MAY 18, 2007 <a href="#">[view]</a>	0.2MB

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Submitted By:    **Case History Search** [Printable Version](#)  
 Search Created: Saturday, May 15, 2010 13:40:55 CDT

**Court:** TX Montgomery 9th District Court **Judge:** Edwards, Fred E **File & Serve Live Date:** 12/1/2009  
**Division:** N/A **Case Number:** 09-11-11474 **Document(s) Filed:** 10  
**Case Type:** Other Civil **Case Name:** Mcpeters, Karen vs Barbara Gladden Adamick **Date Range:** All

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<input type="checkbox"/> Transaction	<input type="checkbox"/> Date/Time	<input type="checkbox"/> Option	<input type="checkbox"/> Case Number Case Name	<input type="checkbox"/> Authorizer Organization	<input type="checkbox"/> Document Type	<input type="checkbox"/> Document Title	<input type="checkbox"/> Size
<input type="checkbox"/> 30704021	4/21/2010 2:58 PM CDT	File And Serve	09-11-11474 Mcpeters, Karen vs Barbara Gladden Adamick	Fred E Edwards, TX Montgomery 9th District Court	<input type="checkbox"/> Order	SIGNED ORDER DENYING TEX. R. CIV. P. 202 DEPOSITION - SIGNED BY JUDGE BOB WORTHAM ON MARCH 26, 2010 SITTING AS NINTH DISTRICT COURT <a href="#">[view]</a>	0.1MB
<input type="checkbox"/> 30554040	4/13/2010 2:31 PM CDT	File And Serve	09-11-11474 Mcpeters, Karen vs Barbara Gladden Adamick	Rayborn C Johnson, County Attorneys Office- Montgomery- TX	<input type="checkbox"/> Proposed Order	Proposed Order on Motion for Leave to Supplement the Record <a href="#">[view]</a>	0.1MB
<input type="checkbox"/> 30553478	4/13/2010 2:22 PM CDT	File And Serve	09-11-11474 Mcpeters, Karen vs Barbara Gladden Adamick	Rayborn C Johnson, County Attorneys Office- Montgomery- TX	<input type="checkbox"/> Motion	Respondent's Motion for Leave to Supplement Record and Exhibit <a href="#">[view]</a>	0.2MB
<input type="checkbox"/> 30215793	3/24/2010 10:22 AM CDT	File And Serve	09-11-11474 Mcpeters, Karen vs Barbara Gladden Adamick	Fred E Edwards, TX Montgomery 9th District Court	<input type="checkbox"/> Order	Order Setting Hearing Signed by Judge Wortham <a href="#">[view]</a>	0.1MB
<input type="checkbox"/> 29917069	3/5/2010 7:42 PM CST	File And Serve	09-11-11474 Mcpeters, Karen vs Barbara Gladden Adamick	Robert Mays, Mays, Robert L Jr	<input type="checkbox"/> Certificate	Certificate of Service <a href="#">[view]</a>	0.1MB
<input type="checkbox"/> 29881912	3/4/2010 12:53 PM CST	File And Serve	09-11-11474 Mcpeters, Karen vs Barbara Gladden Adamick	Robert Mays, Mays, Robert L Jr	<input type="checkbox"/> Notice	Notice of Hearing <a href="#">[view]</a>	0.1MB
<input type="checkbox"/> 29350845	1/31/2010 11:00 PM CST	File And Serve	09-11-11474 Mcpeters, Karen vs	Edwards, Fred, TX	<input type="checkbox"/> Petition	Amended Petition to Investigate Potential Claims Pursuant to Tex. R. Civ. P. 202 and proposed Order <a href="#">[view]</a>	0.2MB
<input type="checkbox"/> 29350845	1/31/2010 11:00 PM CST	File And Serve	09-11-11474 Mcpeters, Karen vs	Edwards, Fred, TX	<input type="checkbox"/> Letter	Discovery Control Plan <a href="#">[view]</a>	0.1MB

<input type="checkbox"/>	<a href="#">28338211</a>	12/3/2009 3:44 PM CST	File And Serve	<a href="#">09-11-11474</a> Barbara Gladden Adamick Mcpeters, Karen vs Barbara Gladden Adamick	Montgomery 9th District Court Robert Mays, Mays, Robert L Jr	<input type="checkbox"/> Hearing, Request for	McPeters' Request for Hearing to Allow Deposition to Investigate Potential Claims <a href="#">[view]</a>	0.1MB
<input type="checkbox"/>	<a href="#">28299709</a>	12/2/2009 9:14 AM CST	File Only	<a href="#">09-11-11474</a> Barbara Gladden Adamick Mcpeters, Karen vs Barbara Gladden Adamick	Barbara Gladden Adamick, TX Montgomery 410th District Court	<input type="checkbox"/> Petition	PETITION TO INVESTIGATE POTENTIAL CLAIMS PURSUANT TO TEX. R. CIV. P. 202 AND ORDER ALLOWING DEPOSITION TO INVESTIGATE POTENTIAL CLAIMS PURSUANT TO TEX. R. CIV. P. 202 CONVENTIONALLY FILED NOVEMBER 24, 2009 <a href="#">[view]</a>	0.4MB

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