



The Texas Docket

www.texasalp.org

July 2018
Volume 16, Issue 1



TEXAS ALP FALL EDUCATION CONFERENCE
OCTOBER 12 AND 13, 2018
CORPUS CHRISTI
FIESTA

Editor

Lola J. Smith-Gentry, ACP
lgentry@hkwwlaw.com

©2018 Texas Association of Legal Professionals

Materials in *The Texas Docket* are for general informational purposes only; they are not intended to, and do not, constitute legal advice. For specific legal advice, readers are encouraged to consult with counsel of their choice.

The Texas Docket is the official publication of the Texas Association of Legal Professionals. Texas ALP assumes no responsibility for the opinions or points of view expressed by contributors unless statements have been authorized by action of the Association. All articles not otherwise signed are staff written. Permission to reproduce material appearing in *The Texas Docket* must be obtained from the Editor. Texas ALP endorses no item or service other than those under the auspices of the Association.

The Texas Docket is published electronically four times a year by the Texas Association of Legal Professionals. Publication dates are July, October, January, and April, with submission deadlines being June 1, September 1, December 1, and March 1. One copy of each issue is furnished to members as part of their membership dues.

The subscription rate for nonmembers is \$20 per year. Subscription requests should be directed to the Editor.

Send address corrections to:

Helene Wood, PP, PLS, TSC
Communications Chair
communications@talp.org

The Texas Docket

Contents

JULY 2018
VOLUME 16 ■ ISSUE 1

Features

Oil and Gas Leases Overview21

Texas ALP

Chapter Anniversaries..... 8

Communications 4

Hugs 11

In Memoriam 6

LPOY 7

Making a Difference 8

Membership Campaign 10

Mini Roster..... 12

Mississippi Annual Conference 21

Note from Editor 33

Photos from Texas ALP Annual Conference .. 14

Professional Development..... 13

President’s Message..... 3

Texas Docket Advertising..... 33

Waco Brag 32

Events

Cruise to Learn Mississippi..... 30

NALS Annual Conference..... 13

Texas ALP Fall Education Conference 17

Ads

Express Records 5

President's Message—Starfish



Rita C. Alesi, PP, PLS, TSC-CL



The theme of our annual education conference was Spirit of the Islands. Did you know that there are approximately 2,000 plus islands in the earth's oceans and that 71% of the earth's surface is covered by water? Oceans provide 99% of the living space on the planet and there are over 228,000 forms of marine species. One unique type of marine life is the **starfish**. They live in the seabed of all of the earth's oceans from tropical habitats to the cold sea floor. They are considered a keystone species and play a crucial role in their ecological community. So, what does a starfish have to do with Texas ALP? I chose the **starfish** as my theme.

I see the officers as the five arms who depend on each other and work together in unity to keep our association moving smoothly. Each arm has its own eyes which watch over their chairs who then watch over the members. I ask you, the members, to take the journey with us as we float with the sea stars. As each member participates in the membership campaign our association will thrive.

You may have heard this story, but we should remind ourselves of it once in a while. First, read the story:

Once upon a time, there was an old man who used to go to the ocean to do his writing. He had a habit of walking on the beach every morning before he began his work. Early one morning, he was walking along the shore after a big storm had passed and found the vast beach littered with starfish as far

as the eye could see, stretching in both directions.

Off in the distance, the old man noticed a small boy approaching. As the boy walked, he paused every so often; and as he grew closer, the man could see that he was occasionally bending down to pick up an object and throw it into the sea. The boy came closer still and the man called out, "Good morning! May I ask what it is that you are doing?"

The young boy paused, looked up, and replied, "Throwing starfish into the ocean. The tide has washed them up onto the beach and they can't return to the sea by themselves. When the sun gets high, they will die, unless I throw them back into the water."

The old man replied, "But there must be tens of thousands of starfish on this beach. I'm afraid you won't really be able to make much of a difference."

The boy bent down, picked up yet another starfish and threw it as far as he could into the ocean. Then he turned, smiled, and said, "It made a difference to that one!"



We all have the opportunity to help create positive change, but if you're like me, you sometimes find yourself thinking, "I'm already really busy. How much of a difference can I really make?" This is especially true when we're talking about addressing massive social problems like

world hunger or finding a cure for cancer, but it pops up all of the time in our everyday lives as well. So, when you catch yourself thinking that way, it helps to remember this story. You may not be able to change the entire world, but at least you can change a small part of it for someone.

They say that one of the most common reasons we procrastinate is because we see the challenge before us as overwhelming, and that a good way to counter that is to break the big challenge down into smaller pieces and then take those one at a time—like one starfish at a time. And to that one starfish, it can make a world of difference.

A single, ordinary person still can make a difference—and single, ordinary people are doing precisely that every day. Since members are the lifeblood of our association, I'm asking you, the members, to make a difference in our association, one member at a time.

Be the one to make a difference.

It's about the journey, not the destination.

Jon Gordon said, "Remember why you do what you do. We don't get burned out because of what we do. We get burned out because we forget why we do what we do."

Rita



Making a difference



CHANGE OF ADDRESS, EMAIL, PHONE

Notify:

Helene L. Wood, PP, PLS, TSC-RE
Texas ALP Communications Chair
713-651-3713 • helene.wood@nortonrosefulbright.com



*The records you need,
when you need them.*

As a professional in the legal field, you know how important it is to have quick, easy access to your litigation records. That's why, at Express Records, we make available all records for your case right at your fingertips, 24 hours a day, 7 days a week.

And we don't stop there. At Express Records, we also know that you require dependable, experienced, reliable solutions. Unlike many other companies, we focus solely on records retrieval services, providing you with the highest dependability in on-time records retrieval and delivery.

So go ahead, let us start working for your next case.

*Call 1-877-584-9890 to get started today.
Or call us locally at 915-584-9890.*

EXPRESS Services

- « Research and Verification of Records
- « Notice of Intent to Take Deposition by Written Questions
- « Subpoena Duces Tecum
- « Business Records Affidavits
- « Courthouse Research/Filings
- « Mobile Notary and Mobile Scanning

EXPRESS Records 
Don't Stress. Call EXPRESS!

Located in El Paso, Texas. Visit us online at www.expressrecords.net

In Memoriam

Texas Association of Legal Professionals
acknowledges these friends who passed away during the past year.

They made significant contributions to our association and our lives.
We are a better association for their involvement. They will be missed.

Doris Dye

1935 - 2017

(Lubbock Legal Professionals Association)

Elaine Rose Talley

1933 - 2018

(Taylor County Legal Secretaries Association)

Janabeth Fleming-Taylor, RN, RNC

1952 - 2016

(Corpus Christi Association of Legal Professionals)

Dianna Collie Roberts, PP, PLS, JSC-CL

1951 - 2018

(Wichita County Legal Secretaries Association)

Carol Jean "Jeannie" Trevino

1963 - 2018

(Corpus Christi Association of Legal Professionals)

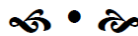
Alice Parrott Zumsteg, PLS

1927 - 2018

(Houston Association of Legal Professionals)

"To live in hearts we leave behind is not to die."

— *Thomas Campbell*



Farewell.

TEXAS ASSOCIATION OF LEGAL PROFESSIONALS 2017-2018 LEGAL PROFESSIONAL OF THE YEAR

By Linda Rodriguez, PLS, 2017-2018 Awards Chair



CHERYL A. WENZEL, PP, PLS

I am happily married to my husband, Jeff, and we are pet parents to six cats: Nitro, Muffin, Garfield, Tiger, Maddie, and Katy Lou. We just love our fur babies and we also work with a couple of rescue groups to help raise funds. We have tried to be foster pet parents, but we failed at that because you see we adopted those that we were fostering.

I was born in a small town in Rhode Island. Actually, I was born in the "big" City of Providence in the hospital there; but our home was in the Village of Greenville, within the Town of Smithfield. Go Sentinels! We did not have Friday Night Lights and huge turnouts at our football games like they do here in Texas. Our sports were hockey and basketball. It was a great place to grow up in, and I had a great family to grow up with. I did not have a huge circle of friends, but was friendly with most of the kids in the neighborhood. My best friend was, and is, three years younger than me. She was the closest in age to me in my neighborhood. We are still best friends today and giggle like school girls when we are together.

I recall taking a test in high school to see what field I should work in when I got out of school. We all got different areas, and I am not sure how true everyone else's turned out, but mine came out as legal secretary. Go figure. I knew even then that was my future. I took business classes in high school, which meant secretarial classes; and my first year of typing was on a manual typewriter because they ran out of electric typewriters. I was typing at 60 words a minute by the end of my first year. I was able to upgrade to electric my second year of typing class. I worked in a company in its Accounts Payable Department through my senior year of high school and after graduation; and, as fate would have it, I had the opportunity to go to work in a law office and work for two attorneys. They taught me everything and I was eager to learn. I grew up in that law office and they were my bosses and my friends. I went to their kids' weddings and baby showers, and I am still in touch through Facebook today and remain a part of their lives. They were like

a second family. They meant the world to me. Throughout my time there, I always thought that there should have been a group for legal secretaries to be able to meet and discuss their work, learn from each other, and find ways to improve what they do. Little did I know such a group was out there.

After 18.5 years I decided to make a change, and in November 1997 I moved to San Antonio to embark on a new life and see what the world had in store for me. I started working at Cox & Smith in March of 1998, and a co-worker introduced me to the San Antonio Legal Secretaries Association. I attended a few meetings and they discussed with me the possibility of obtaining certification for all my years in the legal field. I attended study groups that summer, and I obtained my PLS certification in September 1998. The wonderful ladies who were in charge of our study group kept telling us to put our books down before the test and think of something else. Well, I took them to heart. I closed on my house on that Thursday and moved in, sat for my exam on Friday and Saturday (yes, the test was two days back then) and then went to a friend's wedding that Saturday evening after the test (I did not make the service but did make the reception). I was totally shocked to find out I had passed the whole seven parts (yes, it was seven parts back then). I then went on to get my Professional Paralegal Certification in 2005, and I have recertified for both numerous times.

A few years after starting at Cox & Smith, I was blessed to have started working with Diann Bartek who is still my current boss and friend. My 20-year anniversary with the firm is on March 16th and that amazes me as I look back at all the years I have been here and the people I have known who have come and gone.

I have made many friends both through SALSA and Texas ALP by working on committees and attending state meetings. I have had many mentors in both associations, whether they know it or not. I remember thinking back when I first joined that I could never do what those ladies were doing by being officers of the local association, never mind the state association. I have now done both things. I don't regret doing any of it. I was blessed to have become part of this great association and to have come to know the wonderful ladies affiliated with this fantastic association, and to get to know the future leaders of the association as well. I see so much potential out there among our membership, and I am so thrilled to see our future.

**Cheryl, congratulations on being named
Texas ALP's 2017-2018 Legal Professional of the Year!**





Wichita County LPA

received its charter on July 7, 1958.

El Paso ALP

received its charter on September 19, 1968.

Waco LPA

received its charter on September 22, 1956.

Making a Difference Texas ALP's Strategic Planning Process

Mary H. Bullard, ACP Retired, TSC-RE
Chairman, Planning Committee

President Rita Alesi's theme for the 2018-2019 year is "Making a Difference". Few things make more of a difference in the life of an association than the process of creating, updating, and implementing its long-range plan. If you would like to participate in the planning process, please become a member of the Texas ALP Planning Committee.

Whether you are a new member or an experienced member, have previous planning experience or have no planning experience, Texas ALP wants your input! There is no age requirement—you qualify if you are 18 years of age, 100 years of age, or any age in between.

Please consider participating and helping our association fulfill its Mission to promote a high standard of competence for legal support professionals.

Any Texas member who is interested in taking part in the association's plans for the future should send an email to Planning Committee Chairman Mary Bullard at marybtalp@gmail.com. Together we can make a difference!

2018-2019 Membership Campaign

Theme: Starfish

Goal: Get as many Starfish as you can to win the grand prize.

Rules: Each Association/person starts out with 1 Starfish to fill up, for every **Point** you can you get a “leg” on the starfish. The Association/person with the most complete starfish in April 2019 wins.

Points: To get **Points** you must do one of the following things:

- 1 Point:** Send Emily the name and contact information for your membership chair.
- 1 Point:** Send Emily the names/birthdays/contact information for your chapter.
- 1 Point:** For every new member.
- 1 Point:** For bringing back a past member to the association.
- 1 Point:** Sharing a TALP social media post using your Association page (Emily is excluded). For Example, LLPA Shares a TALP Post to its page.
- 1 Point:** For every member who obtains certification (new certifications only).
- 1 Point:** For every member who re-certifies and sends Emily Proof of the recertification.
- 1 Point:** For each member the local membership or welfare chair sends a birthday, sympathy, or get well card to, and lets Emily know about it.
- 1 Point:** For each member who gets a specialty certification.
- 2 Points:** For holding a charity event or volunteering with a charitable organization where 5 or more members attend.
- 2 Points:** Holding a CLE event with a minimum of 4 hours of CLE.
- 2 Points:** Sending something in for *The Docket* (and cc'ing Emily-*The Docket* chair will be excluded).
- 2 Points:** For giving a presentation to the local high school/college/paralegal organizations about TALP (and sending Emily proof; i.e., pictures, post, something).
- 2 Points:** Sending something to Emily for Marketing. It must be in postable form, so a picture format, or ability to post on the Facebook page (Emily is excluded from this).
- 5 Points (that's a whole starfish!):** Hold a membership drive.

HUGS

It is my privilege to serve as Chair of the TALP HUGS committee this year. Please forward to me any information regarding illness, death, birth, marriage, etc., of a TALP member or family member that you would like to share with the members of our association. The email address is hugs@talp.org.

Participation and inclusion in the distribution list is strictly voluntary, and the list will be maintained specifically for TALP HUGS.

Author Hubert Selby Jr. said: "There's a sorrow and pain in everyone's life, but every now and then there's a ray of light that melts the loneliness in your heart and brings comfort like hot soup and a soft bed." Let's be that ray of light for our friends!

Mary D. Teague, PP, PLS
Chair, TALP HUGS



TEXAS ALP 2018-2019 ROSTER OF OFFICERS AND CHAIRS

(5/26/2018)

Elected Officers

PRESIDENT

Rita C. Alesi, PP, PLS, TSC-CL
(Houston ALP)
301 25th Street
San Leon, TX 77539
(C) 713.875.8676
(E) ritatalp@gmail.com
(BD) 10/22

PRESIDENT-ELECT

Andrea D. Griffin, PP, PLS
(Lubbock LPA)
P.O. Box 452
New Deal, TX 79350
(C) 806-438-1621
(E) andrea.talp@gmail.com
(BD) 10/18

TREASURER

Tina D. Hurley, PP, PLS
(Dallas ALP)
Jackson & Walker LLP
2323 Ross Ave., Ste. 600
Dallas, TX 75201
(W) 214.953.5937
(C) 214.912.8058
(EW) thurley@jw.com
(EP) tina.pp.talp@gmail.com
(BD) 6/30

SECRETARY

(Open)

Appointed Officers

PARLIAMENTARIAN

Helene L. Wood, PP, PLS, TSC-RE
(Houston ALP)
Norton Rose Fulbright US LLP
1301 McKinney, Ste. 5100
Houston, TX 77010
(W) 713.651.3713
(C) 713.858.3009
(EW) helene.wood@nortonrosefulbright.com
(BD) 4/22



Committee Chairs

ANNUAL CONFERENCE 2019

Jeri Locknane
(Lubbock LPA)
Crenshaw, Dupree & Milam, LLP
P.O. Box 64479
Lubbock, TX 79464
(W) 806.762.5281
(C) 806.781.3706
(E) jlocknane@cdmlaw.com
(BD) 10/26

Kimberley Fox
(Lubbock LPA)
8031 72nd Street
Lubbock, TX 79424
(W) 806.741.8458
(C) 806.762.3510
(EW) kfox@cdmlaw.com
(BD) 11/29

AWARDS

Donna K. Dendy, PP, PLS, TSC-RE
(Waco LPA)
P.O. Box 58
Waco, TX 76703-0058
(W) 254.297.7300
(C) 254.716.2632
(EW) dkd@pakislaw.com
(BD) 7/31

BYLAWS/STANDING RULES

Theresa Ann Alba, PLS
(Austin LPA)
Shackelford, Bowen, McKinley & Norton, LLP
111 Congress Ave., Ste. 1070
Austin, TX 78701
(W) 512.542.5105
(C) 512.385.5185
(EW) taalba@shackelfordlaw.net
(BD) 8/3

CERTIFICATION

Linda Rodriguez, PLS
(Austin LPA)
Fitzgerald & Meissner PC
8200 N. Mopac Expressway., Ste. 160
Austin, TX 78759
(W) 512.474.4700
(C) 512.669.8915
(E) msrod@austin.rr.com
(BD) 8/7

COMMUNICATIONS

See Parliamentarian

EDUCATION

Marty S. Olson, PP, PLS, TSC-RE
(Houston ALP)
Crain, Caton & James
1401 McKinney, Ste. 1700
Houston, TX 77010
(W) 713.752.8631
(C) 713.557.4502
(EW) molson@craincaton.com
(BD) 11/7

FALL EDUCATION CONFERENCE

Michelle McDaniel
(Corpus Christi ALP)
Robert L. Ramey
615 N. Upper Broadway, Ste. 1605
Corpus Christi, TX 78401-0781
(W) 361.882.5484
(EW) robertlramey@att.net
(BD) 5/7

Laura L Rogers, PLS
(Corpus Christi ALP)
Arnold Gonzales, Jr., Esq.
5337 Yorktown Blvd., Ste. 5-3
Corpus Christi, TX 78413
(W) 361.356.4015
(EW) laura@arnoldgonzalesjr.com
(BD) 2/12

FINANCIAL REVIEW

Aurora R. Cavazos, PLS, CLA, CPS
(San Antonio LSA)
21135 Pacific Grove
San Antonio, TX 78259
(W) 210.228.3758
(C) 210.325.5677
(EW) rcavazos@saafd.com
(BD) 2/5

FUNDRAISING

Michelle M. Padilla
(Corpus Christi ALP)
Wood, Boykin & Wolter, P.C.
615 N. Upper Broadway, Ste. 1100
Corpus Christi, TX 78477
(W) 361.888.9201
(C) 361.688.2932
(EW) michelle@wbwpc.com
(BD) 5/8

HISTORIAN

See TALP Hugs

MARKETING

Emily D. Walterscheid, PP, PLS
(Lubbock LPA)
1001 Main Street, Ste. 200
Lubbock, TX 79401
(W) 806.702.4852
(C) 806.782.8927
(E) ewalterscheid@gmail.com
(BD) 10/4

MEETINGS COORDINATOR

Sondra Heugatter, PP, PLS, TSC-CL/RE
(Houston ALP)
9203 Hammerly Blvd.
Houston, TX 77080
(W) 281.299.3358
(C) 832.316.2092
(EW) sondra.panam@yahoo.com
(EP) heugatters@att.net
(BD) 11/22

MEMBERSHIP

See Marketing

NOMINATIONS & ELECTIONS

Diane M. Stanley, RP
(Houston ALP)
22106 Meandering Springs Dr.
Spring, TX 77389
(C) 713.702.1732
(E1) ladydmds@gmail.com
(E2) dianetalp@gmail.com
(BD) 4/17

PLANNING

Mary H. Bullard, ACP Retired, TSC-RE
(Waco LPA)
5 Lake Stone Court
Woodway, TX 76712-0002
(C) 254.214.1128
(E) marybtalp@gmail.com
(BD) 9/19

PROFESSIONAL DEVELOPMENT

Monica Acuna
(El Paso ALP)
11876 Sal Berroteran Dr.
El Paso, TX 79936
(W) 915.532.2000
(H) 915.858.8154
(E) macu@mgmsg.com
(BD) 1/23

TALP HUGS

Mary D. Teague, PP, PLS
(Waco LPA)
Naman Howell Smith & Lee, PLLC
P.O. Box 1470
Waco, TX 76702
(W) 254.755.4327
(C) 254.733.8024
(E) hugs.talp@gmail.com
(BD) 7/13

THE TEXAS DOCKET

Lola J. Smith-Gentry, ACP
(Lubbock LPA)
Hurd Krier Wilkerson & Wright PC
P.O. Box 54390
Lubbock, TX 79453
(W) 806.783.8700
(C) 806.832.7464
(EW) lgentry@hkwwlaw.com
(EP) dljgen355@aol.com
(BD) 10/21

WEBMASTER

Julie A. Abernathy, PP, PLS
(Waco LPA)
1921 Trinity Drive
Waco, TX 76710
(C) 512.507.7982
(E) julie.abernathy@sbglobal.net
(BD) 1/4



Professional Development 2018-2019

Monica Acuña, Chair

Professional Development is defined in *Dictionary.com* as the advancement of skills or expertise to succeed in a particular profession, especially through continued education.

You can review upcoming conferences on the NALS or Texas ALP websites. By planning to attend at least one meeting you can maintain your professional credentials. It only contributes to professional growth and development. Reflect on what you will learn as a result of participating in a meeting; for example, it will improve job performance.

As a member of NALS, you have the opportunity to attend state meetings as well as national conferences. NALS also hosts webinars on various topics of interest. The NALS 6th Annual Education and Networking Conference is September 20-22, 2018, in Phoenix, Arizona. The Texas ALP Fall Education Conference is October 12-13, 2018, in Corpus Christi, Texas.

No professional should stand still—we're learning all the time!

NALS EDUCATIONAL CONFERENCE

September 20-22, 2018



See NALS.org

Texas ALP 63rd Annual Education Conference
April 20-21, 2018 • Houston, Texas

Education can be intense . . . but fun!



Intense!



First Timer Diane Arnett and Ann Arnett



Hummm. Wonder what Judith was saying?



Fun—Pigg, et al., v. Wolfe: A Mock Trial



Emily Waltersheid and Jerri Locknane



Cerra Rasberry and Thelma Martinez

Texas ALP 63rd Annual Education Conference
April 20-21, 2018 • Houston, Texas

*President's Reception . . .
More fun! Music, Dancing, and Friends!*



*2017-2018 President Carol Gutierrez
dancing with Houston Elvis*



*2017-2018 President Carol Gutierrez
dancing with Danny Gutierrez*



*2018-2019 President Rita Alesi
Dancing with Houston Elvis*



*Friends Kerri Power, Theresa Ann Alba,
Stephanie Burns, and Deidra Daniels
(in front of the Tiki Bar!)*

Texas ALP 63rd Annual Education Conference
April 20-21, 2018 • Houston, Texas

Presidents' Banquet . . . Passing the Gavel



*2017-2018 President Carol Gutierrez
at the lectern*



*2017-2018 Legal Professional of the Year
Cheryl Wenzel*



Installation of 2018-2019 Officers



Passing the Gavel and President's Pin



Receiving President's Plaque



*Texas ALP Past President sing
President Carol into the Circle*



Texas Association of Legal Professionals
 Affiliated with NALS . . . *the association for legal professionals*

&

CCALP



Corpus Christi Association of Legal Professionals

INVITE YOU TO ATTEND THE



2018 Fall Education Conference
October 12th & 13th 2018
Radisson Beach Hotel, Corpus Christi



Conference will offer 8 hours of Continuing Legal Education

Topics Include:

- Evolution of the American Jury**
- U.S. Immigration – View from the Bench**
- The Ethics of Social Media**
- The Selena Murder Case**
- Border Shootings**



Along with a great educational experience, there will be vendors, exhibitors, free gifts, and loads of fun.

Registration forms and Schedule of Events can be found at

<http://www.texasalp.org/conferenceseducation.html>

Questions may be directed to

TALP 2018 Fall Education Conference Co-Chairs:

Michelle McDaniel (361) 814-0074 robertlramey@att.net

Laura Rogers, PLS (361) 356-4015 laura@arnoldgonzalesjr.com

TEXAS ALP 2018 FALL EDUCATION CONFERENCE
 "Oceans Apart"
Corpus Christi, Texas * October 12-13, 2018
REGISTRATION DEADLINE—SEPTEMBER 27, 2018

REGISTRATION FORM

Name _____
 Address _____
 City/ST/ZIP _____
 Daytime Phone _____
 Mobile Phone _____
 E-mail _____

Certifications

ALP PLS CLP PP
 CLA CP ACP TSC
 RP Other _____

Local Chapter _____
 Current Texas ALP Position Held _____
 Current Local Position Held _____
 Current NALS Position Held _____

NALS Life Member
 Texas ALP Past President
 This is my first Texas ALP meeting
 I want to be a Texas ALP PAL
 I have a special dietary request (contact Registration Chair)

SCHEDULE OF EVENTS (Please mark each event you will attend)

Friday, October 12, 2018

7:30 am – 8:30 am Breakfast
 7:30 am – 10:30 am Registration
 9:00 am – 10:00 am Texas ALP Leadership
 10:15 am – 11:30 am CLE (TBA)
 12:00 pm – 1:30 pm Welcome Luncheon
 1:45 pm – 2:45 pm CLE (TBA)
 3:00 pm – 4:00 pm CLE (TBA)
 4:15 pm 5:15 pm Texas ALP Fall Board Meeting

Saturday, October 13, 2018

7:30 am – 8:30 am Breakfast
 7:30 am – 10:30 am Registration
 8:30 am – 11:45 am CLE (TBA)
 12:00 pm – 1:30 pm Professional Development Luncheon
 1:45 pm – 3:45 pm CLE (TBA)
 4:00 pm 4:15 pm TALP Fundraising Raffle

FULL REGISTRATION FEES

Texas ALP Member*..... \$135
 Texas ALP Chair.....\$ 85
 Nonmember.....\$165
 Student \$ 85

INDIVIDUAL EVENT REGISTRATION FEES

Education Only – Nonmember (no meals) \$70
 Education Only – Student (no meals) \$50
 Breakfast (Friday) – Student/Nonmember \$ 9
 Breakfast (Saturday) – Student/Nonmember \$15
 Welcome Luncheon – Student/Nonmember \$20
 Professional Development Luncheon-Student/Nonmember... \$32

Late Fee (postmarked after September 29, 2018) \$25

MEMBER'S GUEST REGISTRATION

Breakfast (Friday) \$ 9
 Breakfast (Saturday) \$15
 Welcome Luncheon \$20
 Professional Development Luncheon \$32

GUEST NAME: _____

***Per Standing Rule No. 22, members are required to pay the full registration fee.**

PAYMENT INFORMATION

Total Amount Due (due with registration form): \$ _____

Please make check payable to:
 CCALP Special Meeting Account
 (Federal Tax ID No. 74-6062856)

Notice: A \$25 fee will be assessed for returned checks. Refunds requested and confirmed in writing (less a \$25 processing fee) will be made until October 1, 2018.

Mail registration form to:
 Michelle McDaniel
 c/o Robert L. Ramey
 Attorney at Law
 615 North Upper Broadway Suite 1605
 Corpus Christi, Texas 78401-0761

For questions about registration, contact Registration Chairs:
 Michelle McDaniel (361/816-0074); robertlramey@att.net
 Dee Martinez (361/573-4944); dmartinez@edwardsfirm.com

HOTEL INFORMATION

Reservations should be made directly with the Radisson Beach Hotel, 3200 E. Surfside Blvd., Corpus Christi, Texas 78402. Book your reservation through on-site reservations at (361) 883-9700. Please identify yourself as a member of Texas ALP and use group code "ALP" to receive the discounted ocean view room rate of \$125 single/double (inclusive of taxes), which is available October 11-13, if made by September 27, 2018.
Contributions or gifts to Texas ALP are not deductible as charitable contributions for income tax purposes.

Invitation from Corpus Christi ALP to the Texas ALP 2018 Fall Education Conference

Texas Association of Legal Professionals and Corpus Christi Association of Legal Professionals invite you to attend the **2018 Fall Education Conference** to be held October 12 and 13, 2018, at the Radisson Beach Hotel in beautiful Corpus Christi, Texas. The conference will offer up to 8 hours of continuing legal education with topics to include the following:

Evolution of the American Jury

U.S. Immigration – View from the Bench

The Ethics of Social Media

The Selena Murder Case: The Real Facts in the Handling of a High Profile Case

Border Shootings: Mexico and the U.S. may share a 2,000-mile border, but the origins of their legal traditions are oceans apart.

The conference will also offer a welcome luncheon on Friday and a Professional Development luncheon on Saturday to be given by a former paralegal, now immigration attorney. You don't want to miss this conference in scenic Corpus Christi – right on the beach! Register today!



Texas ALP 2018 Fall Educational Conference FUNdraising Raffle



Get ready for the holidays
Support Texas ALP by donating any
Holiday-themed item for the raffle.



Tickets may be purchased at the conference for \$1.00 each or 6 tickets for \$5.00.
All proceeds return to Texas ALP to support future conferences/educational opportunities.
Nothing is possible without YOUR participation!

Texas Visits Mississippi



Texas ALP President Rita Alesi and Helene Wood attending the Mississippi ALP Annual Conference, April 27-28, 2018, in Vicksburg.

Oil and Gas Leases Overview
THE LAW OFFICE OF C. WILLIAM SMALLING, PC
bsmalling@billsmallinglaw.com; (713) 513-7153

First, no standard or universal lease form is used by all of the oil and gas industry. The industry normally uses some version of a Producers 88 Lease Form. Primarily three factors influence the negotiating power of the mineral owner (lessor). These are:

- Amount of acreage the lessor controls.
- Proximity of the acreage to known production.
- Number of oil companies bidding for the lease.

If favorable terms are negotiated, they should be in writing/incorporated into the lease usually by three means. For minor modifications, strike the provision to be altered, insert the change and initial the margin of the page (by both parties), then insert the date next to the initials. Example - this process would be followed when changing the lease royalty from 1/8 to 1/6. For pronounced modifications, attach an addendum to the lease. The preface to the addendum begins, “Notwithstanding anything to the contrary in the foregoing Oil, Gas and Mineral Lease, the following terms and provisions control . . .” The individual changes are then listed. If the addendum is extensive and contains terms the lessee does not want to become public knowledge, a Memorandum Lease may be executed and recorded in its place.

The Memorandum Lease contains the minimum information necessary to give constructive notice of the lessee's lease. It gives the name/address of both the lessor and lessee, the lease date, the length of the primary term, and the legal description of the property.

The third way to make changes to a lease and keep the changes from becoming public information is to enter a letter agreement. Generally, this is used to clear up minor problems with the lease prior to drilling operations.

Granting Clause

The opening paragraph of the lease—granting clause—outlines the purpose of the lease and the substances that can be explored and produced. Typically, the clause will state that the lease is given for exploring, drilling, and producing oil and gas and all other minerals, similar or dissimilar.

Surface use problems can arise under the granting clause. Among other things, the granting clause gives the Lessee the right to reasonable use of the surface for purposes of developing the minerals. The lease often states: When there is a severance of the mineral and the surface estates (SE), the mineral estate (ME) is the dominant estate. The dominant estate rule means the surface estate must serve the ME. The mineral owner (or his/her Lessee) has a right of ingress and egress as well as a right to use as much of the surface as is reasonably necessary to explore for and produce minerals. Because the ME is dominant, the Lessee is not obligated to pay for using the surface. He is not obligated to maintain or restore the surface in the absence of a statute or lease provisions requiring such restoration.

The Rule of Reasonable Use includes geophysical exploration, drilling, building roads, installing machinery and storage tanks, and using such water as is reasonably necessary. This limits the Lessee to no more of the surface than is reasonably necessary to develop the minerals. If it takes one acre to drill a well, the Lessee cannot use two acres. The Lessee's use must be related to developing the minerals under the leased property. Lessee cannot use the surface to transport gas it has produced from a different piece of property to the pipeline.

If substances other than oil and gas are produced, two problems exist in Texas. If the substances sought lie near the surface or will substantially damage the surface when produced, the surface owner likely owns it. Leases should always cover non-hydrocarbon substances.

Mother Hubbard Clause

The legal description of the property covered by the lease is typically followed by a clause which reads as follows: "[T]he lease also covers adjacent or contiguous tracts owned or claimed by Lessor." This is the "Mother Hubbard" (cover-all clause). The purpose of Mother Hubbard is to make inadvertent omissions of small strips due to improper descriptions, adverse possession, survey errors, easements, et cetera subject to the lease. Does a large tract next to the leased property, owned by Lessor but not specifically described, become subject to the lease under Mother Hubbard? The courts have said "No."

Accommodation Doctrine

To avoid any disputes, specify that the extraction method used by the lessee can be through a borehole only. This bars all strip mining and other methods that substantially destroy the surface. Substances lying beneath the surface do not necessarily belong to the mineral owner. The lease should specify those included to the exclusion of all others; that is, all petroleum and natural gas and related hydrocarbons except coal, lignite, and uranium (et cetera).

The Accommodation Doctrine (in *Getty Oil v. Jones*) states: "If the proposed use of the surface by the mineral owner will substantially impair existing surface uses and the mineral owner has reasonable alternatives available, the mineral owner must accommodate the surface owner. *Getty Oil v. Jones* illustrates both the application of and limitations under the Accommodation Doctrine.

Getty installed a pump jack to produce oil from a well drilled on Jones' farm. The pump jack, which extended seventeen feet high, interfered with a seven-foot high rotating irrigator belonging to Jones. The court ordered Getty to sink the pump jack below the surface of the ground to avoid interference with the irrigator. The accommodation doctrine is not a weighing test—The rotating irrigator was an existing use and sinking the pump jack was a reasonable alternative.

Problems in lease termination disputes are controlled by the (1) the Habendum Clause, (2) the concept of production and (3) the relationship between the Habendum Clause, the Drilling and Delay Rental Clause and several Savings Clauses in the Lease Form.

The Habendum Clause (aka the Term Clause) fixes the ultimate duration of the lease (the longest possible time the lease may last). The Drilling and Delay Rental Clause can cause the lease to terminate earlier. Savings Clauses (the Operations Clause, the Shut-in Royalty Clause and the Force Majeure Clause) enable the lease to remain in effect by something other than production. The Timeline—the Primary and Secondary Terms—is controlled by the Habendum and Drilling and Delay Rental Clauses which split the term of the lease into two segments.

The first period (primary term) sets several years during which drilling operations must begin or delay rentals must be paid. Generally, if drilling operations are not being conducted within one year after the lease is entered, the lease terminates unless an agreed sum is paid to the lessor. This sum is a delay rental. Delay rentals must be paid on each subsequent anniversary date of the primary term whenever drilling operations or production are inactive. Failure to receive a required delay rental payment automatically terminates the lease whenever the word UNLESS is used to indicate the necessity of the payment.

Some leases contain the word OR rather than unless, in which the lease will not terminate for a delinquent payment. Some leases have all the delay rentals paid in advance at the commencement of the lease (paid-up leases). If production is not established by the end of the primary term, the lease will end. If production has been established, the lease will continue into its secondary term and last so long as substances covered by the lease continue to be produced.

Extension of the Primary and Secondary Terms

The primary and secondary terms of the lease may be extended via the shut-in provisions, dry-hole provisions, and cessation-of-production provisions. The shut-in royalty clause provides that when a well capable of producing gas is shut-in for lack of a market, the Lessee can hold the lease by paying shut-in royalties.

- These are usually a nominal amount.
- The Lessee must diligently work to find a market.
- The Lessee must find the market/sell the gas in a reasonable time.

Operations Clause

The Operations Clause is the most complex of the savings clauses. It covers three common contingencies that might occur during developing an oil and gas lease – Operations, Dry Hole, and Cessation of Production. It is designed to save the lease from lapsing in situations where it would lapse under the language of the Habendum Clause. The operations clause provides that the lease won't expire while the Lessee is engaged in drilling or reworking operations.

Dry Hole Clause

The dry hole part of the clause covers a situation where Lessee drills a dry hole while the lease is in effect. Assume the Lessee gets information from the drill core that indicates if he moves the location xxx feet east, he may get production. The clause provides that the Lessee can keep the lease alive by starting to drill another well on the leased property within the stated time (such as 90 days). If the primary term has not expired and more than 15 months remain, the lessee has two options. First, the lessee either can pay the next delay rental payment that comes due 90 days after the dry hole was drilled or commence drilling or reworking operations on or before the next anniversary date occurring 90 days after the dry hole. Second, if less than 15 months remain in the primary term, the lease will continue to the end of the primary term even though the lessee's operations remain idle and no delay rentals are paid. Drilling or reworking operations must recommence on or before the end of the primary term to continue the lease. If the lessee was in the process of drilling a well when the primary term ended, the lease will not terminate when the dry hole is discovered.

Cessation-of-production provisions

The premise is if the well ceases producing, the Lessee can keep the lease alive if the Lessee starts repairs within a stated time. The Lessee does not have to achieve production within the stated time (such as 60 days). The Lessee must start working on the problem in good faith within the time provided and diligently complete the work.

Royalty Clause

Royalty is paid to the Lessor by the Lessee as partial consideration for the lease. If production is obtained, royalty will likely be the main compensation received by the Lessor for the lease. Royalty is simply a share of the product payable in kind or in money free of the cost of production. The Lessor's fractional share of production, represented by his royalty, is negotiated between Lessor and Lessee. Today, royalty can be any amount that the parties negotiate, which normally range between 1/8 and 1/4.

Once a lease relationship is entered and production obtained, there are two ways that a lessor can increase royalty income.

- Increase the volume of production on which royalty is due; or
- Increase the value of such production.

The implied covenants—reasonable development and protection against drainage—are the lessors' primary tools for maximizing volume.

Differences in the Way Oil and Gas are Marketed

For oil, Producers seldom incur any costs after the production of oil. Crude oil is typically stored in tanks near the well. A refinery buys the crude oil and sends a truck to pick it up at the well head. This is the point of sale and subsequent costs are borne by the refinery.

Gas cannot be economically stored above ground or transported except through a pipeline. It must be transported into the pipeline as soon as it is produced. Gathering lines must be built and the gas must be compressed. The raw gas at the well head may contain impurities and need to be processed before it can be sold.

Royalty Payments

Royalty is a share of production or production revenues free of the costs of production. Landowners Royalty is provided by the oil and gas lease royalty clause. Oil royalty clauses usually assume that the oil royalty will be paid in kind and delivered to the lessor at the storage tanks. The gas royalty clause is drafted so that the lessee disposes of production and then compensates the lessor, usually by check.

Royalty Basis

If an oil and gas lease calls for payment of royalties computed based on "market value at the well," this means market value at the time of production and delivery rather than when the sale contract regarding the gas was made. Simple passage of title does not control whether gas is "sold at the well"; it is sold at the well only if the value has not been increased before sale by transportation or processing. Thus, royalty payments are based on the value or price of the gas before it is processed or transported.

Under the Texas Majority Rule (The Vela Rule), "market value" is a plain term that must be given its usual meaning: the price a willing buyer and seller would agree upon at the time of production. Market value is the value of gas when produced and sold.

The difference between leases that refer to both market value and amount realized. By using both terms the lessee is hoping to establish the right to:

- (1) keep all benefits of any increase in value of the gas resulting from a sale off the premises rather than at the well and
- (2) deduct from the lessor's royalty share costs after production, such as transportation and cleaning.

Using a lease that just refers to "proceeds" this will do away with market value ambiguity but may preclude the lessee from deducting costs after production. Use a lease clause that couches the obligation to pay royalties in terms of proceeds but spells out the lessee's right to deduct the lessor's share of costs after production.

Costs of Production and Costs Subsequent to Production (Part of Deductions in Calculating Royalty)

The General Rule: The lessee is obligated to pay all costs of production, but the lessor shares proportionately in costs after production since they are incurred after production and increase the value of production. All costs incurred on the leased land to bring oil/gas to the surface and make it ready for market are treated as costs of production. Deductions from royalty are generally

permitted for costs of cleaning, dehydration, transportation, and production and severance taxes. Costs incurred on the leased premises are likely to be classified as costs of production, while costs incurred off the lease are likely to be treated as costs after production.

The Reasonable Prudent Operator (RPO)

The reasonable prudent operator standard, like the reasonable man standard in contracts and torts, is a device for applying an objective standard to define the scope of the Lessee's duty. The reasonable prudent operator standard is higher than the standard of "good faith" which is imposed on every party to a contract. However, the reasonable prudent operator is not a fiduciary—not a person who acts primarily for the benefit of someone else. The reasonable prudent operator can do what is in his own self-interest, but he must act in good faith, competently, and with due regard for the interests of the Lessor. Good faith and competence have their usual common sense meaning and the absence thereof should be relatively easy to spot in a given situation.

Implied Covenant to Reasonably Develop

The rule is: Under an oil lease which is silent as to the number of wells to be drilled, there is an implied covenant that the lessee shall reasonably develop the lands and reasonably protect the lines.

Implied Covenant to Protect Against Drainage

Rule 1: An oil and gas lessee must act as a reasonably prudent operator to protect the lessor against field-wide (and local) drainage. D had a duty of loyalty to P to refrain from self-dealing or to take a position that is averse to the lessor's interests.

Rule 2: The burden of proof is on the lessor to prove (1) proof of substantial drainage, (2) proof that an RPO would have acted to prevent substantial drainage, and (3) amount of damages. The most the law should seek to do is require of the lessee the operations an RPO would undertake if he did not own the adjoining land. There is a burden on lessor to show:

- proof of substantial drainage
- proof that the lessee's operations were the cause of the drainage
- amount of damages.

Defendant can avoid liability by proving that a protection well would not be profitable. Amoco would not have to drill if drilling would not have been profitable. This is a different profitability than the one meant by production. This means that you have a chance of getting money back plus a profit.

Implied Covenant to Test

Since royalties are the primary consideration for the lease and no royalties can be paid unless the property is tested, lessee has an obligation to test the premises within a reasonable time.

Implied covenant to further explore

This covenant imposes obligations on lessee only after initial development has taken place. Although controversial, due to the RPO standard the law should recognize the implied covenant to explore further. The RPO should act to maximize profits, and this includes further exploration but only after careful consideration. In Texas, once a lease is held by production, the lessee must reasonably develop it; lessor must show additional wells could be drilled profitably (50% probability), AND lessee has acted imprudently in failing to drill.

Retained Acreage Clause

This clause is used to split off producing acreage from nonproducing acreage to avoid forfeiture of producing land for failure to produce, additional wells could be drilled profitably (50% probability), AND lessee has acted imprudently in failing to drill.

Implied Covenant to Operate Diligently and Properly

This clause can substantially overlap other covenants. It is the broadest of six covenants—plaintiffs prefer tort claims over covenants because of punitive damages. The most common complaints under diligence covenants are:

- lessee has damaged property;
- lessee has prematurely abandoned a well capable of producing profitably;
- lessee failed to use advanced production techniques;
- lessee failed to protect the lessor by seeking favorable administrative action.

Warranty clause

This is a specific covenant of title from the lessor to the lessee. The language is not a general warranty. The clause creates only a covenant of warranty, a promise to defend the lessee against future lawful claims and demands. There is no breach until the lessee is physically or constructively ousted from the property. This permits the lessee to recover damages from lessor if there is a failure of title. Most states limit the liability to the actual damages up to the amount paid plus interest. The warranty clause may also protect a lessee by making available the doctrine of after acquired title.

Force Majeure Clause

Leases generally contain provisions that protect the oil companies from liability and loss of the lease whenever causes reasonably beyond their control suspend operations—known as the force majeure clause. The principle behind the force majeure clause excuses performance (or extends the time for performance) because of unforeseeable factors beyond the lessee's control. These kinds of occurrences beyond the parties' control—called acts of force majeure—are specifically addressed under this clause and typically include acts of God, weather, labor shortages, and government interference.

A force majeure clause does not excuse performance every time something unexpected happens. The act of force majeure must be identified in the lease and that event must prevent performance. There must be a nexus between the event and the nonperformance. Delays that are caused by strikes, ice storms, and governmental regulations should indicate a force majeure.



**Have you read an interesting article?
Please submit to lgentry@hkwwlaw.com.**



CRUISE TO LEARN

Hosted by Mississippi Legal Professionals Association
OFFERING 12 HOURS OF SUBSTANTIVE LAW CLE

February 7-11, 2018
Aboard the Carnival Triumph
Sailing from New Orleans, LA to Cozumel, Mexico

We will be offering two full days of CLE during the "at sea" days aboard ship (Friday Feb 8 & Sunday Feb 10) from the following topics:

Bankruptcy

Edwin Woods, Jr., Esq. (*Bond Botes & Woods PC, Vicksburg, MS*)

Branches of Government

Construction Law

Corporate / Transactional Law

Courts (function/role of the various courts)

Criminal Law / DUI

Aaron Paul Hommell, Esq. (*The Law Office of Aaron Paul Hommell, Gulfport, MS*)

E-Discovery (Computer, Electronic & Digital Evidence)

Scott Greene (*Senior Digital Forensics Examiner, Expert Witness, Author & Founder of Evidence Solutions, Inc., Chandler, AZ*)

Ethics

William "Bill" Ready, Jr., Esq. (*Ready Law Firm, Meridian, MS*)

Healthcare Litigation (including HIPAA and security breaches)

Immigration

Abigail Peterson, Esq. (*Elmore & Peterson Law Firm PA, Jackson, MS*)

Intellectual Property

Anita Modak-Truan, Esq. (*Butler | Snow PLLC, Nashville, TN*)

International Law

Let Your Paralegal Do It! (Your Most Valuable & Billable Associate)

Darleen Dozier, CLA (*Paralegal Director/Instructor, Holmes Community College, Ridgeland, MS Campus*)

Longshore (Longshore & Harbor Workers' Act)

Caroline Scott Hommell, Esq. (*Chhabra & Gibbs PA, Gulfport, MS*)

Personal Injury Litigation (from perspectives of both Plaintiffs & Defendants, including Discovery)

Rocky Wilkins, Esq. (*Morgan & Morgan, Jackson, MS*)

Dee Aultman, Esq. (*Aultman Law Firm, Ltd., Gulfport/Hattiesburg, MS*)

Getting the Most Out of Your Deposition -- Make Technology Work for You

Ginger Brooks, CRR, RPR, CRC, CCR, CLR (*Brooks Court Reporting, Inc., Jackson, MS*)

Licensed Realtime Court Reporter – MS, LA, TN, AL, NY

NOTE: Until the full 12-hour schedule is confirmed, any topic shown above is subject to being dropped in order to accommodate the time requested by any confirmed speaker.

*This program will be submitted for approved for 12 hours of CLE (including 1.0 hour of ETHICS)
by the Mississippi Commission on Continuing Legal Education / Board of Certified Court Reporters*

BRING YOUR OWN LAPTOP OR OTHER ELECTRONIC DEVICE

All conference materials will be provided to registrants on a USB/jump drive

REQUIRED COSTS: (a) Cruise Ship Accommodations and (b) Registration Fee

CRUISE SHIP ACCOMMODATIONS

(prices are based on double occupancy and include all port taxes and pre-paid gratuities)

PAYMENTS MADE TOWARDS CRUISE ARE FULLY REFUNDABLE UP TO OCT 1, 2018



INTERIOR
FROM \$428.20 PER PERSON



OCEAN VIEW
FROM \$473.20 PER PERSON



BALCONY
FROM \$583.20 PER PERSON



OCEAN SUITE***
FROM \$822.20 PER PERSON



GRAND SUITE***
FROM \$1,092.20 PER PERSON

*****SUITES CANNOT BE "PULLED" IN ADVANCE FOR OUR GROUP*** -- SO THESE RATES ARE NOT GUARANTEED -- AND THEREFORE, SUBJECT TO INCREASE UNTIL SUCH TIME AS THE FULL DEPOSIT PAYMENT HAS BEEN MADE FOR ALL TRAVELERS IN THE SUITE. OBVIOUSLY, THE EARLIER THE BETTER FOR EVERYONE WISHING TO BOOK SUITES**



TRAVEL AGENT

Raven Devilbliss
Travel Affiliates
534 Courthouse Road
Gulfport, MS 39507
228-604-0070

CRUISE PAYMENT SCHEDULE:

By June 5, 2018 – pay at least \$50 Initial Deposit
By October 1, 2018 – pay any remaining Deposit
By December 1, 2018 – pay all remaining costs in full

GROUP NAME: MISSISSIPPI LPA DON'T FORGET TO ASK ABOUT TRAVEL INSURANCE!
Be sure to let me know if you need airline booking or overnight hotel in New Orleans!

REGISTRATION FEES	Postmarked by July 31	Postmarked August 1 to November 24
Guest - Swag Bag Only # _____ @\$50 each		
Attorneys, Paralegals & Other Paraprofessionals	_____ \$240	_____ \$300
Members of Mississippi Legal Professionals Ass'n	_____ \$120	_____ \$180

NAME: _____
 FIRM NAME: _____
 ADDRESS: _____
 CITY: _____ STATE: _____ ZIP: _____
 PHONE: _____ FAX: _____
 EMAIL: _____ STATE / BAR #: _____

Late Fee Assessment of \$50 must be added for any registration payment postmarked after November 24, 2018.

Please make checks payable to **MISSISSIPPI LEGAL PROFESSIONALS ASSOCIATION** and send with this form to:

ATTN: Stephanie A. Floyd, Chair
CRUISE TO LEARN (MS LPA)
 121 Colony Crossing, Suite D
 Madison, MS 39110
 sf@barrettlawms.com

FOR QUESTIONS OR MORE INFORMATION
 601-790-1505 work (M-F 9-5)
 601-953-5072 cell w/text & voicemail
info@CruiseToLearn.org

**Members of
Waco Legal Professionals Association
Open Their Hearts and Pocketbooks
to CASA of McLennan County**

Submitted by: Olivia Johnson
Waco LPA

After a presentation by the Director of Volunteers and Community Awareness of Court Appointed Special Advocates (CASA) of McLennan County, in which our speaker told us that the volunteers often spend personal funds on the children in their oversight, the Board of Directors of Waco LPA chose CASA Volunteers of McLennan County as its local charitable program. Throughout the year members of Waco LPA were asked to bring gift cards in small denominations to the monthly membership meetings. The response was almost overwhelming.

In the first few months of the campaign, Waco LPA collected \$65 in gift cards to such businesses as Target, WalMart, Subway, and Chik-fil-a. We later collected \$30 more in a single month, and throughout the remaining months of the 2017-2018 year, we collected an additional \$60.

In addition to the collection of gift cards, the members of Waco LPA who attended the Christmas party, donated \$100 cash to CASA. Our contact at CASA indicated that the cash would be used to help provide a meal at a meeting of the volunteers.

A total of \$255 was collected throughout the year and delivered to the local CASA office.

During the course of the year, Waco LPA also collected socks, women's underwear, men's underwear, snacks, and toiletries. Some of these items were delivered to a local emergency room for use in clothing patients in need. Other items were delivered to MHMR (which is housed in the McLennan County jail compound) to be used to help restock the "closet" maintained by MHMR for inmates whose personal items are insufficient when the inmates are released from incarceration.



Texas Docket Advertising

The *Docket* Advertising Committee is seeking advertisers for each issue of *The Texas Docket*. Do you know of a vendor that would like to establish a statewide network of Texas ALP members for its product or service or enhance its company's name awareness by using this high-profile advertising option to achieve greater exposure to preeminent Texas legal professionals? If so, please provide the below information to the vendor or provide the contact information to *The Texas Docket* editor, Lola Smith-Gentry, at lgentry@hkwwlaw.com.

<u>Ad Options</u>	<u>Ad Rates</u>	
Full Page (9 h x 7 w)	<u>Annual</u>	<u>One Issue</u>
Half Page Horizontal (4.5 h x 7 w)	Full = \$100	Full = \$50
Quarter Page Vertical (4.5 h x 3.25 w)	Half = \$75	Half = \$35
	Quarter = \$50	Quarter = \$20

Note from the Editor:

Have you read an article you think other members might be interested in reading?
If so, you can share it for others to read in *The Texas Docket*.

Feel free to e-mail the article to me at lgentry@hkwwlaw.com

Local Associations, please send your brags!