



ROBERTS MARKEL WEINBERG BUTLER HAILEY

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September 11, 2019

Via Email: richard@mullerlawgroup.com

Fort Bend County Toll Road Authority
c/o The Muller Law Group, PLLC
202 Century Square Boulevard
Sugar Land, Texas 77478

Fort Bend Grand Parkway Toll Road Authority
c/o The Muller Law Group, PLLC
202 Century Square Boulevard
Sugar Land, Texas 77478

RE: *FBCTRA/FBGPTRA Sign Regulation Enforcement*

Dear Mr. Muller and Board of Directors,

We are pleased that you are considering having our law firm represent you. The purpose of this letter is to confirm the terms of our law firm’s legal representation.

Roberts Markel Weinberg Butler Hailey PC (hereafter “our Firm” or “the Firm”) has been requested to assist Fort Bend County Toll Road Authority and Fort Bend Grand Parkway Toll Road Authority (hereinafter collectively “you,” “your” and/or “client”) in providing legal services related to the enforcement of sign regulations applicable to the Fort Bend Parkway, Westpark Tollway, and Grand Parkway Toll Road in Fort Bend County, Texas. The Firm will bill \$425/hour for Equity Shareholders, \$375/hour for other Shareholders, \$300/hour for Associates, \$150/hour for Paralegals and law clerks. You are responsible for all expenses, including but not limited to postage, fax, long distance charges, on-line legal research, messenger fees, filing fees, subpoena fees, court reporter fees, transcription fees, document production fees, copying charges, travel expenses, and the like. It will be your responsibility to directly pay the vendor for any expense over \$100. We will bill monthly. Per Client request, we will send bills and correspondence to the above email address. The rates being charged have been set based on the complexity of the matter, the skill required to handle the matter and the fact that other work may be rejected so that your representation can be accomplished.

While it is not possible to predict the amount of attorneys’ fees with any certainty, be assured that the Firm will only bill for the time that is reasonable and necessary for the defense of this matter.

Our Firm's representation is qualified by the following conditions which form a part of all contracts of employment with our firm:

WITHDRAWAL FROM EMPLOYMENT BY
ROBERTS MARKEL WEINBERG BUTLER HAILEY PC

The Firm and I may withdraw from the Client's representation in this matter at any time if the Client:

- A. Insists upon presenting a claim or defense that is not warranted under existing law and cannot be supported in good faith argument for the extension, modification, or reversal of existing law.
- B. Personally seeks to pursue an illegal course of conduct.
- C. Insists that the Firm pursue a course of conduct that is illegal or that is prohibited under the disciplinary rules.
- D. By other conduct renders it unreasonably difficult by the Firm to carry out its employment, including, but not limited to, refusal or inability to cooperate with us in the defense, refusal to provide documents upon request and by failing to be truthful with us.
- E. Insists that the Firm engage in conduct that is contrary to the judgment or advice of the Firm, but not prohibited under the disciplinary rules.
- F. Deliberately disregards an agreement or obligation to the Firm as to expenses or fees or for services rendered.
- G. AS A CONDITION PRECEDENT TO ACCEPTANCE OF EMPLOYMENT BY THE FIRM, THE CLIENT AGREES TO COOPERATE AND COMPLY FULLY WITH ALL REASONABLE REQUESTS BY THE FIRM ON ANY MATTER ENCOMPASSED BY OR MADE THE BASIS OF THIS DOCUMENT, INCLUDING PROMPT PAYMENT OF FEES AND EXPENSES UPON THE OCCURRENCE OF ANY OF THE EVENTS SET OUT IN THIS DOCUMENT.

In the event of withdrawal from employment, the Firm will take reasonable steps to avoid foreseeable prejudice to the right of the Client, including giving due notice to the Client, allowing time for employment of other counsel, delivering to the Client all papers and property to which the Client is entitled and complying with the applicable laws and rules.

The Firm shall withdraw if discharged by the Client. Such discharge shall be communicated in writing to the Firm. If permission for withdrawal from employment is required by the rules of the Court, the Firm shall withdraw upon permission of said Court.

It is the policy of the Firm to destroy closed files seven (7) years from the date the file is closed. All original documents of the client will be returned to the client after the case has closed if required by the client.

The Firm is now paperless. The Firm may utilize software and/or programs as well as storage that reside in "the cloud" and /or off -premises. The Firm exercises reasonable care in using internet off-premises based and/or cloud based computing and storage. Client recognizes that data breaches can occur even with the exercise of reasonable care.

All actions, claims or disputes arising under this agreement or arising in connection with or as a result of the Firm's representation of clients shall be determined by the District Court of Harris County, Texas in accordance with, and governed by the laws of the State of Texas.

The representation of you by the Firm is limited to the defense of the above-captioned claims. If you consent at this time to the representation by the Firm on the foregoing terms, please indicate your consent and agreement by signing in the space provided below.

Please return this signed engagement letter to our office at your earliest convenience. We must have this letter returned to our office before we can begin any work in this matter.

We appreciate your cooperation and we look forward to working for you in this matter. Should you have any comments or questions, please contact us.

Sincerely,

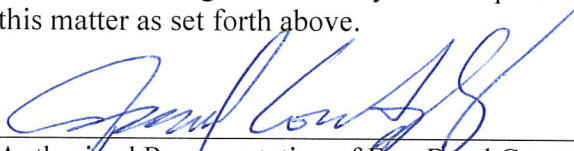
Roberts Markel Weinberg Butler Hailey PC



Jeff Roberts

JDR/def

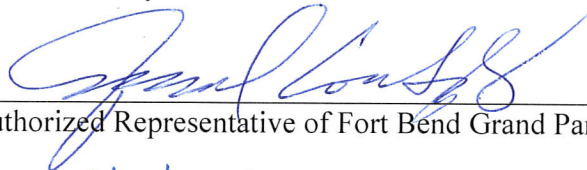
I, James Condrey, on behalf of Fort Bend County Toll Road Authority, hereby agree to the engagement and fee-paying arrangement as outlined above and authorize Roberts Markel Weinberg Butler Hailey PC to represent Fort Bend County Toll Road Authority, in this matter as set forth above.



Authorized Representative of Fort Bend County Toll Road Authority

Date: 9/18/2019

I, James Condrey on behalf of Fort Bend Grand Parkway Toll Road Authority, hereby agree to the engagement and fee-paying arrangement as outlined above and authorize Roberts Markel Weinberg Butler Hailey PC to represent Fort Bend Grand Parkway Toll Road Authority, in this matter as set forth above.



Authorized Representative of Fort Bend Grand Parkway Toll Road Authority

Date: 9/18/2019

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2019-541769

Date Filed:
09/18/2019

Date Acknowledged:
9/19/2019

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

RMWBH PC
Sugar Land, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend Grand Parkway Toll Road Authority

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

12345
Legal Representation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	RMWBH PC	Sugar Land, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is [REDACTED] and my date of birth is [REDACTED].

My address is [REDACTED]
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in [REDACTED] (year)

[REDACTED]

(Declarant)