



**AGENDA
ELGIN CITY COUNCIL
SPECIAL MEETING/PUBLIC HEARING
WEDNESDAY, JUNE 10, 2015
CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAIN STREET
7:00 PM**

CALL TO ORDER

Recess REGULAR MEETING and call to order PUBLIC HEARING

PUBLIC HEARING

1. Proposed annexation by the City of Elgin, Texas and the proposed service plans the city will provide in the area upon annexation.

Gary N. Cooke, Planning and Development Director (Page 3)

Close PUBLIC HEARING and Reconvene REGULAR MEETING

PUBLIC COMMENT

Individuals may request to speak on items on the agenda, and items not on the agenda, by requesting to speak during the meeting and under "PUBLIC COMMENT" and will be required to fill out a "PUBLIC COMMENT FORM" and present it, along with any material, handouts or information for Council, to the City Secretary prior to commencement of the Council meeting. Speaker comments are limited to three (3) minutes.

No formal action can be taken by the City Council on items not posted on the agenda. Items requiring a Public Hearing will allow a member of the public an opportunity to speak during the Public Hearing and does not require submission of a "PUBLIC COMMENT FORM". Speakers must address their comments to the Mayor or Presiding Officer rather than to an individual Council Member or member of Staff. All speakers must limit their comments to the specific subject matter noted on the "PUBLIC COMMENT FORM" and refrain from personal attacks or derogatory comments directed at any Council Member, member of Staff, other individual or group.

PRESENTATIONS

None

REPORTS

None

CONSENT AGENDA

All of the items on the consent agenda are considered to be self-explanatory by the Council and will be enacted with one motion, one second, and one vote. There will be no separate discussion of these items unless a council member removes an item from the Consent Agenda and places it on the New Business section for Discussion and action.

None

UNFINISHED BUSINESS

None

NEW BUSINESS

1. Discussion and action to consider approval of a Letter Agreement for Legal Services with Taylor, Olson, Adkins, Sralla, Elam Attorneys and Counselors in defense of the recently filed class action case Watson v. City of Allen, et al: Cause No. 153-278080-15 (4:15-cv-00335-A) and authorize City Attorney, Charlie Crossfield to sign the Letter of Agreement on behalf of the City.

Kerry Lacy, City Manager

Charlie Crossfield, City Attorney (Pages 4-105)

EXECUTIVE SESSION

The City Council may announce that it will adjourn the public meeting at any time during the meeting and convene in Executive Session pursuant to Chapter 551 of the Texas Government Code to discuss any matter as specifically listed on the agenda and/or as permitted by Chapter 551 of the Texas Government Code.

Recess the Regular Council meeting and call to order Executive Session in a closed session.

None

Adjourn Executive Session and call public back in to Reconvene Regular Council meeting.

RECONVENE

The City Council will return to open session for possible discussion and action as a result of the Executive Session.

ANNOUNCEMENTS

ADJOURNMENT

NOTICE

Notice of Assistance at Public Meetings, the City of Elgin is committed to compliance with the Americans with Disabilities Act. Elgin City Hall and Council Chambers are wheelchair accessible and special marked parking is available. Persons with Disabilities who plan to attend this meeting and who may need assistance are requested to contact the City Secretary's Office at (512) 281-5724. Please provide forty-eight hours notice when feasible.

I, Lucretia Alvarez, City Secretary for the City of Elgin, hereby certify this notice was posted at the City Hall Annex of the City of Elgin, Texas on or before Friday, June 5, 2015 before 5:00 P.M. in accordance with Chapter 551 of the Texas Government Code.

Lucretia Alvarez
Lucretia Alvarez, City Secretary



COUNCIL MEETING: June 10, 2015

ITEM: 1. Proposed annexation by the City of Elgin, Texas and the proposed service plans the city will provide in the area upon annexation.

RESOURCE PERSON(S): Gary N. Cooke, Planning and Development Director (Page 3)

SUMMARY: This is the first of two public hearings to receive citizen input regarding the proposed annexation and proposed service plans.

RECOMMENDATION(S): None.

ATTACHMENT:



COUNCIL MEETING: June 10, 2015

ITEM: 1. Discussion and action to consider approval of a Letter Agreement for Legal Services with Taylor, Olson, Adkins, Sralla, Elam Attorneys and Counselors in defense of the recently filed class action case Watson v. City of Allen, et al: Cause No. 153-278080-15 (4:15-cv-00335-A) and authorize City Attorney, Charlie Crossfield to sign the Letter of Agreement on behalf of the City.

RESOURCE PERSON(S): **Kerry Lacy, City Manager**
Charlie Crossfield, City Attorney (Pages 4-105)

SUMMARY: A class action law suit was recently filed against Texas Cities with Red Light Camera programs. The law firm of Taylor, Olson, Adkins, Sralla, Elam, will be representing several of the cities involved. Total costs of the defense will be shared by all the cities represented by the firm and equally divided among those cities.

RECOMMENDATION(S): Approve the Letter Agreement and authorize the City Attorney to sign on behalf of the City.

ATTACHMENT: 1-Letter Agreement
2-Cause No. 153-278080-15
3-Interrogatories
4-Records Request
5-Correspondence Baker Botts

6000 WESTERN PLACE, SUITE 200
1-30 AT BRYANT IRVIN ROAD
FORT WORTH, TEXAS 76107
EMAIL: TOASE@TOASE.COM

GEORGE STAPLES
gstaples@toase.com

TOASE
TAYLOR·OLSON·ADKINS·SRALLA·ELAM
LLP
ATTORNEYS & COUNSELORS

TELEPHONE: (817) 332-2580
TOLL FREE: (800) 318-3400
FACSIMILE: (817) 332-4740
WEBSITE: WWW.TOASE.COM

May 28, 2015

Via Email

Mr. Charlie Crossfield
City Attorney
Sheets & Crossfield
309 E Main Street
Round Rock, TX 78664

RE: Letter Agreement for Legal Services:
Watson v. City of Allen, et al; Cause No. 153-278080-15 (4:15-cv-00335-A)

Dear Mr. Crossfield:

On behalf of the firm of Taylor, Olson, Adkins, Sralla & Elam, L.L.P., I would like to thank you for the confidence that you have shown in us by selecting our firm to defend the City of Elgin in the above styled matter. We will do everything within our power to justify the trust that you have shown in us by selecting us as your legal representative.

As part of our routine in opening new files, we provide a Letter Agreement to our new clients. The purpose of this letter is to establish the attorney/client relationship which will permit us to claim privilege from discovery. Our firm does not utilize employment contracts with specific time durations. It is our policy that representation is entirely an "at-will" arrangement, in which representation continues only so long as the client has absolute confidence in the law firm they have selected. This Letter Agreement will be effective from the date it is executed until such time you may decide that it best to seek other representation, or until written notification is sent by either party that the terms of this agreement are no longer acceptable. It will be unnecessary to renew so long as the basic terms and conditions remain essentially the same.

Under the terms and conditions of this agreement, our law firm will provide the city a defense in conjunction with the defense of other cities which have requested our representation in the above entitled and numbered cause on the following basis. You agree to pay the law firm an amount based on an hourly rate of \$260.00 an hour for partner work, \$205.00 an hour for associate work and \$95.00 an hour for paralegal work and out-of-pocket expenses on these matters divided by the number of cities which we represent at the time. Additional details on expenses can be provided on request. Invoices for certain types of individual expenses, such as deposition transcripts or printing charges, may be sent to you from time to time for immediate payment direct to our suppliers.

I will be the primary attorney working on this matter and will bill at the partner hourly rate. We have many qualified attorneys in our firm who may assist the City on this matter and the firm as a whole will be at your service.

Under our normal billing procedures, we will submit statements to you on a monthly basis. Statements are always due and payable upon receipt, however, there may be occasions involving unforeseen circumstances when an account will go unpaid, and in such instances we will attempt to work with you, if you communicate the nature of the delay to us. We reserve the right to terminate our attorney-client relationship at any time that any statement remains due and unpaid or that a requested advance retainer deposit against any clearly foreseeable charges is not received.

Occasionally, when a statement for a specific project is rendered near its conclusion, posting of some time and charges (such as telephone, reproduction, telecopier charges, Westlaw charges, court costs, or similar items) may be delayed, or there may be a delayed invoice for an expense which is not delivered to this firm until after the transaction has closed. In such cases, these "after closing" expenses will also be billed to you, even though you may have already received a "final" statement previously.

Should you have any questions as to any statement, please contact me at your earliest convenience so that we can resolve any problems without delay.

As you know, we cannot make representations to you as to the probability of ultimate success in any matter, and similarly we cannot guarantee any particular result. However, we do agree to exert in good faith our reasonable, ethical professional efforts in representation of our clients.

Although we attempt to retain for a reasonable time copies of most documents generated by this law firm, the firm cannot be held responsible in any way for failing to do so, and the firm hereby expressly disclaims any such responsibility or liability. You must ultimately retain all originals and copies you desire among your own files for future reference.

We will keep you informed on a regular basis of the status of the litigation and provide you copies of pleadings and notice of settings on hearings.

Because we will be representing several municipalities in the defense of this lawsuit, we are required to bring to your attention the implications, risks and advantages of such multiple representation. From our review of the pleadings already filed and our initial analysis of the allegations being made, it appears to us that common representation of multiple cities can be undertaken impartially and without improper effect on responsibilities to other clients. The allegations against each city are identical and they raise the same legal theories that are not based on individualized actions of the various cities. In this regard, it would appear that our legal analysis and strategy would be identical for each city.

It should be understood that common representation automatically requires a waiver of attorney-client privilege between the cities represented, as to the matters in this lawsuit. There can be no confidences between us and the City of Elgin regarding this lawsuit which could not also

be disclosed to the other commonly represented cities. With respect to client confidences, however, we would still be obligated to maintain any confidences given to us by the City of Elgin with respect to third parties. In this regard, your signature below constitutes a limited waiver of attorney-client privilege with respect to other commonly represented cities in matters related to the lawsuit.

Please understand that our role in representing several cities will prevent us from asserting a position on behalf of the City of Elgin that is contrary to the best interests of all the cities. While a lawyer normally acts as a partisan and advocate for a single client in a matter, our representation of multiple clients in this lawsuit requires that we not favor one city over another. We expect the interests of all cities in this lawsuit to be aligned but you should be aware of the potential for differing perspectives, which we must take into consideration.

If at any time you are not satisfied with our representation and you wish to request our withdrawal from representing you, we will do so. The same will also apply should any of the represented cities request our withdrawal from multiple representation. If at any time a legal conflict arises between any of our commonly represented cities, we will have to stop representing all clients in this matter and each will have to obtain its own legal counsel to continue the defense of the lawsuit.

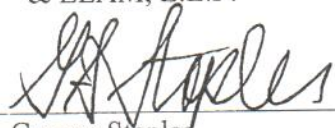
If at any time during this representation you have any problem or complaint, please do not hesitate to call me, and I will do whatever I reasonably can to resolve it to your satisfaction. I wish to notify you that the State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, you may call toll free, 1-800-932-1900.

If these terms are acceptable, please sign in the space indicated below and return the approved letter to our office. If for any reason the terms of this letter are not acceptable, please let me know immediately so that we can make any necessary changes.

We truly appreciate the opportunity to be of service to you, and I look forward to a mutually beneficial relationship.

Very truly yours,

TAYLOR, OLSON, ADKINS, SRALLA
& ELAM, L.L.P.

By: 

George Staples

WKO/kh

W:\NRH\Watson, James v. City of Allen (3289.063) Correspondence Engagement Letter - d\GIN, BUETO & r\JUNSD ROCK.docx

APPROVED AND ACCEPTED:

Charlie Crossfield
City of Elgin

Date: _____

JAMES H. WATSON and
Others Similarly Situated,
Plaintiffs,

v.

CITY OF ALLEN, CITY OF AMARILLO,
CITY OF ARLINGTON, CITY OF AUSTIN,
CITY OF BALCH SPRINGS, CITY OF
BALCONES HEIGHTS, CITY OF
BASTROP, CITY OF BAYTOWN, CITY OF
BEDFORD, CITY OF BURLESON, CITY OF
CEDAR HILL, CITY OF CLEVELAND, CITY
OF CONROE, CITY OF COPPELL, CITY OF
CORPUS CHRISTI, CITY OF DALLAS, CITY
OF DENTON, CITY OF DIBOLL, CITY OF
DUNCANVILLE, CITY OF EL PASO, CITY
OF ELGIN, CITY OF FARMERS BRANCH,
CITY OF FORT WORTH, CITY OF FRISCO,
CITY OF GARLAND, CITY OF GRAND
PRAIRIE, CITY OF HALTOM CITY,
CITY OF HUMBLE, CITY OF HURST,
CITY OF HUTTO, CITY OF IRVING,
CITY OF JERSEY VILLAGE, CITY OF
CITY OF KILLEEN, CITY OF LEAGUE
CITY, CITY OF LITTLE ELM, CITY OF
LONGVIEW, CITY OF LUFKIN, CITY OF
MAGNOLIA, CITY OF MARSHALL,
CITY OF MESQUITE, CITY OF NORTH
RICHLAND HILLS, CITY OF PLANO,
CITY OF PORT LAVACA, CITY OF
RICHARDSON, CITY OF RICHLAND
HILLS, CITY OF ROANOKE, CITY OF
ROUND ROCK, CITY OF SOUTHLAKE,
CITY OF SUGAR LAND, CITY OF
TOMBALL, CITY OF UNIVERSITY PARK,
CITY OF WATAUGA, CITY OF WILLIS,
REDFLEX TRAFFIC SYSTEMS, INC.,
AMERICAN TRAFFIC SOLUTIONS, INC.,
AMERICAN TRAFFIC SOLUTIONS, LLC,
XEROX STATE & LOCAL SOLUTIONS,
INC. f/k/a ACS STATE & LOCAL
SOLUTIONS, INC. AND

IN THE DISTRICT COURT

OF TARRANT COUNTY, TEXAS

THE STATE OF TEXAS,
Defendants.

§
§ _____ JUDICIAL DISTRICT

PLAINTIFF'S FIRST SET OF INTERROGATORIES TO DEFENDANT

TO: Defendant, City of Elgin, by and through its Mayor, Marc Holm, 310 North Main Street, Elgin, Texas 78621.

Plaintiff, James H. Watson, on behalf of himself and other similarly situated (all hereinafter collectively referred to as "Watson"), serves this, his First Set of Interrogatories on Defendant, City of Elgin (hereinafter referred to as "Defendant"). Defendant is hereby requested to serve its answers to these interrogatories on Plaintiff's attorney, Russell J. Bowman, at 800 West Airport Freeway, Suite 860, Irving, Texas 75062, within 50 days after the service of these interrogatories. Defendant is instructed that its answers to these interrogatories must be in writing, and verified to the extent required by the Texas Rules of Civil Procedure. Defendant is further instructed that its responses to these interrogatories are continuing in nature, and that Defendant has a duty to supplement its responses to these interrogatories when necessary, in accordance with the Texas Rules of Civil Procedure.

As used herein, the terms "you", "your" and "Defendant" refer to Defendant, City of Elgin.

INTERROGATORIES

INTERROGATORY NO. 1: For each written notice Defendant City of Elgin, or anyone acting on its behalf, has sent out to anyone at time from September 1, 2007 through April 23, 2015 wherein Defendant City of Elgin was asserting a violation of, or the right to a fine or penalty under Elgin ordinance Section 40-24 against such person, and in which any such notice was paid at any time from April 23, 2013 through April 23, 2015, state the following: (a) the number for each such notice of violation that was paid; (b) the name and address for each person to whom such a notice was sent;

(c) whether such notice was sent by United States Mail, and if so, the name, address, and telephone number of the person with the City of Elgin who mailed each such notice, or if the City of Elgin contracts with a company to administer and/or enforce Elgin's red light camera ordinances (being Elgin ordinances Sections 40-23 through 40-120), the name, address, and telephone number of the company with whom the City of Elgin contracted with who mailed each such notice; (d) the amount paid by each such person paying each such notice; and (e) the date each such payment was made to the City of Elgin, or to the company the City of Elgin contracted with or hired to administer and/or enforce Elgin's red light camera ordinances (being Elgin ordinances Sections 40-23 through 40-120).

RESPONSE:

INTERROGATORY NO. 2: For each notice identified by Defendant City of Elgin in its response to Interrogatory No. 1 above, state the number for each such notice wherein an administrative adjudication hearing was held pursuant to Elgin ordinance Sections 40-83 through 40-91, and for each such administrative adjudication hearing that was so held, state the following: (a) date of the administrative hearing; (b) name, address and telephone number of the person who was the hearing officer appointed for such hearing; (c) whether the person charged or named in the notice for which the administrative adjudication hearing was held was found liable for the \$75.00 civil penalty under Elgin ordinance Section 40-24; (d) if the person charged or named in the notice presented evidence at such hearing that he or she was not driving the car at the time and date of the alleged violation set forth in the notice; and (e) if such evidence was not sufficient to overcome the presumption of Section 707.013(a) of the Texas Transportation Code or Elgin ordinance Section 40-87(c), state why such evidence was not sufficient to overcome the presumption of Texas Transportation Code Section

707.013(a) or to relieve the person of liability under Elgin ordinance Section 40-87(c).

RESPONSE:

INTERROGATORY NO. 3: For each notice identified by Defendant City of Elgin in its response to Interrogatory No. 2 above for which after the administrative adjudication hearing conducted pursuant to Elgin ordinance Sections 40-83 through 40-91 was held, an appeal was taken to the City of Elgin Municipal Court pursuant to Elgin ordinance Section 40-111 through 40-120, state the following: (a) the number for each such notice; (b) the case number for such appeal; (c) the date such appeal was heard; (d) whether the person charged or named in the notice for which such appeal was held was found liable for the \$75.00 civil penalty under Elgin ordinance Section 40-24; (e) if the person charged or named in the notice presented evidence at such appeal that he or she was not driving the car at the time and date of the alleged violation set forth in the notice; and (f) if such evidence was not sufficient to overcome the presumption of Section 707.013(a) of the Texas Transportation Code or to relieve the person of liability under Elgin ordinance Section 40-87(c), state why such evidence was not sufficient to overcome the presumption of Texas Transportation Code Section 707.013(a) or to relieve the person of liability under Elgin ordinance Section 40-87(c).

RESPONSE:

INTERROGATORY NO. 4: For each written notice Defendant City of Elgin, or anyone acting on its behalf, has sent out to anyone at time from September 1, 2007 through April 23, 2015 wherein Defendant City of Elgin was asserting a violation of, or the right to a fine or penalty under Elgin ordinance Section 40-24 against such person, and in which any such notice was paid at any time

from April 23, 2011 through April 23, 2013, state the following: (a) the number for each such notice of violation that was paid; (b) the name and address for each person to whom such a notice was sent; (c) whether such notice was sent by United States Mail, and if so, the name, address, and telephone number of the person with the City of Elgin who mailed each such notice, or if the City of Elgin contracts with a company to administer and/or enforce Elgin's red light camera ordinances (being Elgin ordinances Sections 40-23 through 40-120), the name, address, and telephone number of the company with whom the City of Elgin contracted with who mailed each such notice; (d) the amount paid by each such person paying each such notice; and (e) the date each such payment was made to the City of Elgin, or to the company the City of Elgin contracted with or hired to administer and/or enforce Elgin's red light camera ordinances (being Elgin ordinances Sections 40-23 through 40-120).

RESPONSE:

INTERROGATORY NO. 5: For all violations of Defendant's ordinance Section 40-24 that were paid between April 23, 2013 and April 23, 2015, state the following: (a) the total number of such violations that were paid between April 23, 2013 and April 23, 2015; and (b) the total number of such violations paid between April 23, 2013 and April 23, 2015 that involved a car or vehicle that was registered in the State of Texas.

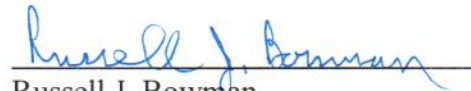
RESPONSE:

INTERROGATORY NO. 6: For all violations of Defendant's ordinance Section 40-24 that were paid between April 23, 2011 and April 23, 2013, state the following: (a) the total number of such

violations that were paid between April 23, 2011 and April 23, 2013; and (b) the total number of such violations paid between April 23, 2011 and April 23, 2013 that involved a car or vehicle that was registered in the State of Texas.

RESPONSE:

Respectfully submitted,



Russell J. Bowman
Texas State Bar No. 02751550
800 West Airport Freeway
Suite 860
Irving, Texas 75062
(214) 922-0220
(214) 922-0225 (FAX)
E-Mail: russelljbowman@sbcglobal.net

Scott A. Stewart
Texas State Bar No. 19218300
101 ½ West Main Street
Suite 200
Grand Prairie, Texas 75050
(214) 350-5551
(866) 850-7666 (FAX)
E-Mail: sastewartlawoffice@gmail.com

Paul R. Smith
Texas State Bar No. 00791692
800 West Airport Freeway
Suite 860
Irving, Texas 75062
(214) 922-0220
(214) 922-0225 (FAX)
E-Mail: paulsmith214@yahoo.com
ATTORNEYS FOR PLAINTIFF

JAMES H. WATSON and
Others Similarly Situated,
Plaintiffs,

v.

CITY OF ALLEN, CITY OF AMARILLO,
CITY OF ARLINGTON, CITY OF AUSTIN,
CITY OF BALCH SPRINGS, CITY OF
BALCONES HEIGHTS, CITY OF
BASTROP, CITY OF BAYTOWN, CITY OF
BEDFORD, CITY OF BURLESON, CITY OF
CEDAR HILL, CITY OF CLEVELAND, CITY
OF CONROE, CITY OF COPPELL, CITY OF
CORPUS CHRISTI, CITY OF DALLAS, CITY
OF DENTON, CITY OF DIBOLL, CITY OF
DUNCANVILLE, CITY OF EL PASO, CITY
OF ELGIN, CITY OF FARMERS BRANCH,
CITY OF FORT WORTH, CITY OF FRISCO,
CITY OF GARLAND, CITY OF GRAND
PRAIRIE, CITY OF HALTOM CITY,
CITY OF HUMBLE, CITY OF HURST,
CITY OF HUTTO, CITY OF IRVING,
CITY OF JERSEY VILLAGE, CITY OF
CITY OF KILLEEN, CITY OF LEAGUE
CITY, CITY OF LITTLE ELM, CITY OF
LONGVIEW, CITY OF LUFKIN, CITY OF
MAGNOLIA, CITY OF MARSHALL,
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RICHARDSON, CITY OF RICHLAND
HILLS, CITY OF ROANOKE, CITY OF
ROUND ROCK, CITY OF SOUTHLAKE,
CITY OF SUGAR LAND, CITY OF
TOMBALL, CITY OF UNIVERSITY PARK,
CITY OF WATAUGA, CITY OF WILLIS,
REDFLEX TRAFFIC SYSTEMS, INC.,
AMERICAN TRAFFIC SOLUTIONS, INC.,
AMERICAN TRAFFIC SOLUTIONS, LLC,
XEROX STATE & LOCAL SOLUTIONS,
INC. f/k/a ACS STATE & LOCAL
SOLUTIONS, INC. AND

IN THE DISTRICT COURT

OF TARRANT COUNTY, TEXAS

THE STATE OF TEXAS,
Defendants.

§
§

153rd JUDICIAL DISTRICT

PLAINTIFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

TO: Defendant, City of Elgin, by and through its Mayor, Marc Holm, 310 North Main Street, Elgin, Texas 78621.

Plaintiff, James H. Watson, on behalf of himself and others similarly situated (all hereinafter collectively referred to as "Watson"), hereby serves this, his First Set of Request for Production of Documents on Defendant, City of Elgin (hereinafter referred to as "Defendant"). Defendant is hereby requested to serve its response to these requests, and all documents responsive to these requests, at the office of Watson's attorney, Russell J. Bowman, 800 West Airport Freeway, Suite 860, Irving, Texas 75062, within 50 days after the service of these requests. Defendant is further instructed that its responses to these requests are continuing in nature, and that Defendant has a duty to supplement its responses to these requests when necessary, in accordance with Rule 193.5 of the Texas Rules of Civil Procedure.

As used herein, the terms "you", "your" and "Defendant" refer to Defendant, City of Elgin.

REQUESTS FOR PRODUCTION

1. Produce copies of all contracts executed by Defendant at any time from September 1, 2005 through the present with any entity, that relate in any way to the installation, leasing or selling of any equipment concerning or relating to Defendant's ordinances Sections 40-23 through 40-120, or any "photographic traffic signal enforcement system" as that term is defined in Section 707.001(3) of the Texas Transportation Code, including but not limited to, any contracts Defendant currently has, or had in the past with Redflex Traffic Systems, Inc., American Traffic Solutions, Inc., or Xerox State & Local Solutions, formerly known as ACS State & Local Solutions, Inc..

RESPONSE:

2. Produce copies of all contracts executed by Defendant at any time from September 1, 2005 through the present with any entity, that relate in any way to the maintenance, administration

and/or enforcement of Defendant's ordinances Sections 40-23 through 40-120, or any "photographic traffic signal enforcement system" as that term is defined in Section 707.001(3) of the Texas Transportation Code, including but not limited to, any contracts Defendant currently has, or had in the past with Redflex Traffic Systems, Inc., American Traffic Solutions, Inc., or Xerox State & Local Solutions, formerly known as ACS State & Local Solutions, Inc..

RESPONSE:

3. Produce all e-mails (and any enclosures or attachments to same) and correspondence (and any enclosures or attachments to same) at any time from September 1, 2005 through the present between anyone with or acting on behalf of Redflex Traffic Systems, Inc., American Traffic Solutions, Inc., or Xerox State & Local Solutions, formerly known as ACS State & Local Solutions, Inc. on the one hand, and anyone with or acting on behalf of Defendant, that relate in any way to any contract entered into between Redflex Traffic Systems, Inc., American Traffic Solutions, Inc., or Xerox State & Local Solutions, formerly known as ACS State & Local Solutions, Inc. and Defendant, or any marketing or other attempt(s) by Redflex Traffic Systems, Inc., American Traffic Solutions, Inc., or Xerox State & Local Solutions, formerly known as ACS State & Local Solutions, Inc. to sell install, administer or enforce automated red light traffic cameras, or any "photographic traffic signal enforcement system" as that term is defined in Section 707.001(3) of the Texas Transportation Code, within the city limits of Defendant.

RESPONSE:

4. Produce copies of all documents reflecting any payments made by Defendant during the year 2007 to any contractor, including but not limited to, Redflex Traffic Systems, Inc., American Traffic Solutions, Inc., or Xerox State & Local Solutions, formerly known as ACS State & Local Solutions, Inc., relating in any way to any work performed by said contractor pertaining in any way to Defendant's ordinances Sections 40-23 through 40-120, or any "photographic traffic signal enforcement system" as that term is defined in Section 707.001(3) of the Texas Transportation Code.

RESPONSE:

5. Produce copies of all documents reflecting any payments made by Defendant during the year 2008 to any contractor, including but not limited to, Redflex Traffic Systems, Inc., American Traffic Solutions, Inc., or Xerox State & Local Solutions, formerly known as ACS State & Local Solutions, Inc., relating in any way to any work performed by said contractor

pertaining in any way to Defendant's ordinances Sections 40-23 through 40-120, or any "photographic traffic signal enforcement system" as that term is defined in Section 707.001(3) of the Texas Transportation Code.

RESPONSE:

6. Produce copies of all documents reflecting any payments made by Defendant during the year 2009 to any contractor, including but not limited to, Redflex Traffic Systems, Inc., American Traffic Solutions, Inc., or Xerox State & Local Solutions, formerly known as ACS State & Local Solutions, Inc., relating in any way to any work performed by said contractor pertaining in any way to Defendant's ordinances Sections 40-23 through 40-120, or any "photographic traffic signal enforcement system" as that term is defined in Section 707.001(3) of the Texas Transportation Code.

RESPONSE:

7. Produce copies of all documents reflecting any payments made by Defendant during the year 2010 to any contractor, including but not limited to, Redflex Traffic Systems, Inc., American Traffic Solutions, Inc., or Xerox State & Local Solutions, formerly known as ACS State & Local Solutions, Inc., relating in any way to any work performed by said contractor pertaining in any way to Defendant's ordinances Sections 40-23 through 40-120, or any "photographic traffic signal enforcement system" as that term is defined in Section 707.001(3) of the Texas Transportation Code.

RESPONSE:

8. Produce copies of all documents reflecting any payments made by Defendant during the year 2011 to any contractor, including but not limited to, Redflex Traffic Systems, Inc., American Traffic Solutions, Inc., or Xerox State & Local Solutions, formerly known as ACS State & Local Solutions, Inc., relating in any way to any work performed by said contractor pertaining in any way to Defendant's ordinances Sections 40-23 through 40-120, or any "photographic traffic signal enforcement system" as that term is defined in Section 707.001(3) of the Texas Transportation Code.

RESPONSE:

9. Produce copies of all documents reflecting any payments made by Defendant during the year 2012 to any contractor, including but not limited to, Redflex Traffic Systems, Inc., American Traffic Solutions, Inc., or Xerox State & Local Solutions, formerly known as ACS State & Local Solutions, Inc., relating in any way to any work performed by said contractor pertaining in any way to Defendant's ordinances Sections 40-23 through 40-120, or any "photographic traffic signal enforcement system" as that term is defined in Section 707.001(3) of the Texas Transportation Code.

RESPONSE:

10. Produce copies of all documents reflecting any payments made by Defendant during the year 2013 to any contractor, including but not limited to, Redflex Traffic Systems, Inc., American Traffic Solutions, Inc., or Xerox State & Local Solutions, formerly known as ACS State & Local Solutions, Inc., relating in any way to any work performed by said contractor pertaining in any way to Defendant's ordinances Sections 40-23 through 40-120, or any "photographic traffic signal enforcement system" as that term is defined in Section 707.001(3) of the Texas Transportation Code.

RESPONSE:

11. Produce copies of all documents reflecting any payments made by Defendant during the year 2014 to any contractor, including but not limited to, Redflex Traffic Systems, Inc., American Traffic Solutions, Inc., or Xerox State & Local Solutions, formerly known as ACS State & Local Solutions, Inc., relating in any way to any work performed by said contractor pertaining in any way to Defendant's ordinances Sections 40-23 through 40-120, or any "photographic traffic signal enforcement system" as that term is defined in Section 707.001(3) of the Texas Transportation Code.

RESPONSE:

12. Produce copies of all documents reflecting any payments made by Defendant during the year 2015 to any contractor, including but not limited to, Redflex Traffic Systems, Inc., American Traffic Solutions, Inc., or Xerox State & Local Solutions, formerly known as ACS State & Local Solutions, Inc., relating in any way to any work performed by said contractor pertaining in any way to Defendant's ordinances Sections 40-23 through 40-120, or any "photographic traffic signal enforcement system" as that term is defined in Section 707.001(3) of the Texas Transportation Code.

RESPONSE:

13. For each red light camera system, or any “photographic traffic signal enforcement system” as that term is defined in Section 707.001(3) of the Texas Transportation Code, set up at any intersection approach within Defendant’s city limits, produce copies of all traffic engineering studies required by Section 707.003(c) of the Texas Transportation Code which were done or commissioned by Defendant before the installation of the red light camera system or “photographic traffic signal enforcement system” as that term is defined in Section 707.001(3) of the Texas Transportation Code at each such intersection approach.

RESPONSE:

14. For each intersection approach that was selected by Defendant for the installation of a red light camera system or “photographic traffic signal enforcement system” as that term is defined in Section 707.001(3) of the Texas Transportation Code, produce copies of all documents that relate in any way to any of the following which Defendant was required to consider under Section 707.003(d) of the Texas Transportation Code before installing each such red light camera system or “photographic traffic signal enforcement system”: traffic volume, the history of accidents at any intersection where Defendant has installed a red light camera, the frequency of red light violations at each such intersection, and similar traffic engineering and safety criteria, without regard to the ethnic or social economic characteristics of the area in which each such intersection is located.

RESPONSE:

15. Produce copies of all documents whereby, as required by Section 707.003(e) of the Texas Transportation Code, Defendant reported the results of all traffic engineering studies required of it by Section 707.003(c) of the Texas Transportation Code to any citizen advisory committee, and copies of all documents generated or produced by any such committee advising Defendant on the installation and/or operation of any red light camera system or “photographic traffic signal enforcement system” as that term is defined in Section 707.001(3) of the Texas Transportation Code, in the City of Elgin.

RESPONSE:

16. Produce a copy of the notarized statement of personal financial obligation required by Transportation Code Section 707.016 and/or Elgin ordinance Section 40-114 in order to perfect any appeal pursuant to Transportation Code Section 707.016 and/or Elgin ordinance Section 40-114 to any municipal court of Defendant’s.

RESPONSE:

17. Produce copies of all notarized statements of personal financial obligation signed and/or filed by any person in connection with any appeal being made by each such person pursuant to Defendant's ordinance Section 40-114 and/or Transportation Code Section 707.016.

RESPONSE:

18. Produce copies of all red light camera reports produced by Defendant to the Texas Department of Transportation, either pre-activation or post activation, of any red light traffic cameras, or any "photographic traffic signal enforcement system" as that term is defined in Section 707.001(3) of the Texas Transportation Code, at any time during the years, 2007, 2008, 2009, 2010, 2011, 2012, 2013 and 2014, respectively.

RESPONSE:

19. Produce copies of all reports filed or submitted by Defendant to the Texas Comptroller of Public Accounts pursuant to or in furtherance of Section 707.008 of the Texas Transportation Code, which reports were filed or submitted by Defendant at any time from September 1, 2007 through April 23, 2015 to the Texas Comptroller of Public Accounts.

RESPONSE:

20. Produce copies of all documents prepared, generated or received at any time from September 1, 2007 through April 23, 2015, relating in any way to the special account in Defendant's treasury or any other account of Defendant's where revenue from the enforcement of Defendant's red light camera ordinances, including but not limited to, Defendant's ordinances Sections 40-23 through 40-120, is deposited.

RESPONSE:

21. Produce copies of the monthly, quarterly and yearly statements at any time from September 1, 2007 through April 23, 2015, for the special account in Defendant's treasury or any account of Defendant's where revenue from the enforcement of Defendant's red light camera ordinances, including but not limited to, Defendant's ordinances Sections 40-23 through 40-120, is deposited.

RESPONSE:

22. Produce copies of all documents that reflect any deposits or receipt of funds at any time from September 1, 2007 through April 23, 2015 to the special account in Defendant's treasury or any other account of Defendant's where revenue from the enforcement of Defendant's red light camera ordinances, including but not limited to, Defendant's ordinances Sections 40-23 through 40-120, is deposited.

RESPONSE:

23. Produce copies of all documents that reflect any withdrawals or transfers of any kind at any time from September 1, 2007 through April 23, 2015 from the special account in Defendant's treasury or any other account of Defendant's where revenue from the enforcement of Defendant's red light camera ordinances, including but not limited to, Defendant's ordinances Sections 40-23 through 40-120, is deposited.

RESPONSE:

24. Produce copies of all documents that relate in any way to any traffic safety programs that have been funded, in whole or in part, at any time from September 1, 2007 through the present, from the special account in Defendant's treasury or any other account of Defendant's where revenue from the enforcement of Defendant's red light camera ordinances, including but not limited to, Defendant's ordinances Sections 40-23 through 40-120, is deposited.

RESPONSE:

25. Produce copies of all records pertaining to any administrative adjudication hearings held by Defendant pursuant to Defendant's ordinances Section 40-83 through 40-90, for all such administrative adjudication hearings which took place at any time after September 1, 2010.

RESPONSE:

26. Produce copies of all records pertaining to any appeal taken pursuant to Defendant's ordinance Section 40-111 and/or Texas Transportation Code Section 707.016, for all such

appeals that were filed at any time after September 1, 2010.

RESPONSE:

27. Produce copies of any and all correspondence, communications, notices, e-mails, or any other documents sent by Defendant or anyone acting on its behalf, to any collection agency or "credit bureau" (as that term is defined by Section 392.001 of the Texas Finance Code), relating to any penalty and/or late fee assessed by Defendant concerning Defendant's red light camera ordinances Sections 40-23 through 40-120.

RESPONSE:

28. Produce copies of all lawsuits filed by Defendant or anyone acting on its behalf to collect any of the penalty and/or late fee under Defendant's red light camera ordinances, being Defendant's ordinances Sections 40-23 through 40-120.

RESPONSE:

29. Produce copies of all contracts, correspondence, e-mails, or any other documents where Defendant sold, assigned or otherwise transferred all or any part of any claim or right arising from or related to any fee, penalty, late fee or cost associated with Defendant's red light camera ordinances, being Defendant's ordinances Sections 40-23 through 40-120.

RESPONSE:

30. For any audits, reports of any audits, or any other reports done by Defendant or anyone acting on its behalf which were done at any time after January 1, 2008, and which pertain in any way to Defendant's ordinances Sections 40-23 through 40-120, or any "photographic traffic signal enforcement system" as that term is defined in Section 707.001(3) of the Texas Transportation Code, produce copies of all such documents.

RESPONSE:

31. Produce copies of pleadings, including any discovery pleadings, in any lawsuit filed against Defendant at any time after September 1, 2007 pertaining in any way to Defendant's

ordinances Sections 40-23 through 40-120, or any "photographic traffic signal enforcement system" as that term is defined in Section 707.001(3) of the Texas Transportation Code.

RESPONSE:

32. Produce copies of any listing (including in electronic format) that reflects any payments received by Defendant at any time from April 23, 2013 to April 23, 2015, in payment of any fee or penalty under Defendant's ordinance Section 40-24.

RESPONSE:

33. Produce copies of any listing (including in electronic format) that reflects any payments received by Defendant at any time from April 23, 2011 to April 23, 2013, in payment of any fee or penalty under Defendant's ordinance Section 40-24.

RESPONSE:

Respectfully submitted,



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May 12, 2015

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BY CERTIFIED MAIL

TO: See attached Service List

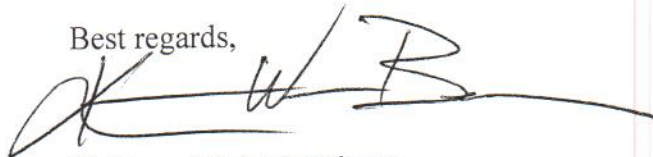
Re: *James H. Watson vs. City of Allen, et al.*, Cause No. 4:15-cv-00335-A; in the
United States District Court for the Northern District of Texas

All Parties:

Pursuant to United States District Judge John McBryde's Standing Order, please find enclosed a copy of said Standing Order, which was received by American Traffic Solutions in the above referenced case, which was removed from Tarrant County District Court, 153rd Judicial District (Cause No. 153-278080-15) to the United States District Court for the Northern District of Texas, Fort Worth Division, on May 5, 2015.

If you have any questions, please call me at (713) 229-2108.

Best regards,



Kathleen Weir Bertolatus

FILED

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

KAREN MITCHELL
CLERK, U. S. DISTRICT COURT

IN RE: STANDING ORDER §
CONCERNING PAPER FILING IN §
CASES ASSIGNED TO U.S. §
DISTRICT JUDGE JOHN McBRYDE §

STANDING ORDER

Because of the uncertainty that might be created by Local Rule LR 5.1 of the Local Civil Rules and Rule LCrR 49.2 of the Local Criminal Rules of this court concerning the document-filing requirements of the undersigned,

The undersigned DIRECTS that:

1. No document will be filed in any case on the docket of the undersigned by electronic means; and, all documents filed in any case on the docket of the undersigned shall be in traditional paper form, bearing the original signature of the filing party and complying with the Federal Rules of Civil Procedure, the Federal Rules of Criminal Procedure, the local rules of this court applicable to paper filings, and the undersigned's judge-specific requirements as set forth in the form status report order available at http://www.txnd.uscourts.gov/judges/jmcbryde_req.html.

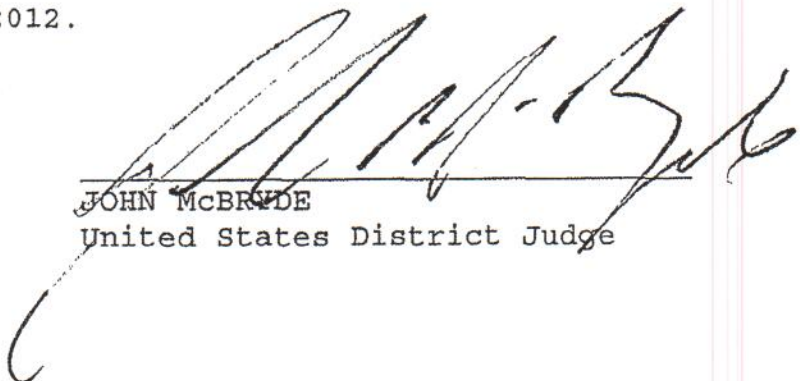
2. An exception to the foregoing is that documents filed in an action before the action is assigned to the docket of the

undersigned are authorized to be electronically filed; provided, if any such document has been electronically filed in a civil action before the action has been assigned to the docket of the undersigned, and if the action is not one that is on the docket of the undersigned by reason of a transfer from another federal court or judge, the filing party shall deliver to the clerk of court within three (3) business days of the receipt of this order the original and one copy of each such document in paper form, prepared as required by paragraph 1 above and bearing original signatures as if the documents had been filed in paper form, and shall staple to the front of the original of each such document a copy of the Notice of Electronic Filing related to the previous electronic filing of the document.

3. Any party who initiates a civil action that is assigned to the docket of the undersigned shall serve a copy of this order by certified or registered mail, return receipt requested, on each other party to the action within five (5) days of receipt of this order. If an additional party is joined in such action, the party or parties causing the joinder of the additional party shall serve a copy of this order on the additional party, by certified or registered mail, return receipt requested, within five (5) days of the joinder of the additional party.

4. In each criminal case, the government shall serve a copy of this order on each defendant's counsel, by certified or registered mail, return receipt requested, within five (5) days after the identity of defense counsel is known, either by reason of entry of appearance or order appointing counsel.

SIGNED December 27, 2012.



JOHN McBRIDE

United States District Judge

James A Watson v. City of Allen , et al.
Service List

Russell J. Bowman
800 West Airport Freeway
Suite 860
Irving, Texas 75062

City of Humble,
Through its Mayor,
Donald C. McMannes
114 W. Higgins
Humble, Texas 77338

Paul R. Smith
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Irving, Texas 75062

City of Hurst,
Through its Mayor,
Richard Ward
1505 Precinct Line Rd.
Hurst, Texas 76053

Scott A. Stewart
101½ West Main Street
Suite 200
Irving, Texas 75050

City of Hutto
Through its Mayor,
Debbie Holland
40 I W. Front St.
Hutto, Texas 78634

City of Allen
Through its Mayor,
Stephen Terrell
305 Century Parkway
Allen, Texas 75013

City of Irving
Through its Mayor,
Beth Van Duyne
825 W. Irving Blvd.
Irving, Texas 75060

City of Amarillo
Through its Mayor,
Paul Harpole
509 S.E. Seventh Avenue
Amarillo, Texas 79101

City of Jersey Village
Through its Mayor,
Rod Erskine
16327 Lakeview Drive
Jersey Village, Texas 77040

City of Arlington
Through its Mayor,
Robert Cluck
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Arlington, Texas 76010

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Through is Mayor,
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Through its Mayor,
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League City, Texas 77573

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Through its Mayor,
Dr. Carrie Gordon
13503 Alexander Rd.
Balch Springs, Texas 75181

City of Little Elm
Through its Mayor,
David Hillock
100 West Eldorado Parkway
Little Elm, Texas 75068

City of Balcones Heights
Through its Mayor,
Suzanne De Leon
300 Hillcrest Drive
Balcones Heights, Texas 78201

City of Bastrop
Through its Mayor,
Kenneth W. Kesselus
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Bastrop, Texas 78602

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Through its Mayor,
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Baytown, Texas 77522

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Through its Mayor,
Jim Griffin
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Bedford, Texas 76021

City of Burleson
Through its Mayor,
Ken Shetter
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Burleson, Texas 76028-4296

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Through its Mayor,
Mr. Niki Coats
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City of Conroe
Through its Mayor,
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Conroe, Texas 77301

City of Coppell,
Through its Mayor,
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255 Parkway Boulevard
Coppell, Texas 75019

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Through its Mayor,
Jay Dean
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Through its Mayor,
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Through its Mayor,
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Through its Mayor
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Through its Mayor,
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City of North Richland Hills,
Through its Mayor,
Oscar Trevino
7301 NE Loop 820
North Richland Hills, Texas
76180

City of Plano,
Through its Mayor,
Hany LaRosiliere
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City of Port Lavaca,
Through its Mayor,
Jack Whitlow
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City of Richardson,
Through its Mayor,
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City of Corpus Christi,
Through its Mayor,
Nelda Martinez
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City of Dallas
Through its Mayor,
Mike Rawlings
1500 Marilla St., Room 5EN
Dallas, Texas 75201

City of Denton
Through its Mayor,
Chris Watts
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City of Diboll
Through its Mayor,
John McClain
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City of Duncanville,
Through its Mayor,
David L. Green
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City of El Paso,
Through its Mayor,
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El Paso, Texas 79901

City of Elgin,
Through its Mayor,
Marc Holm
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Elgin, Texas 78621

City of Farmers Branch,
Through its Mayor,
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Farmers Branch, Texas 75234

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Through its Mayor,
Betsy Price
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Fort Worth, Texas 76102

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Through its Mayor,
Bill Agan
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Richland Hills, Texas 76118

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Through its Mayor,
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Roanoke, Texas 76226

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Through its Mayor,
Laurie Hadley
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City of Southlake,
Through its Mayor,
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City of Sugar Land,
Through its Mayor,
James A. Thompson
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City of Tomball,
Through its Mayor,
Gretchen Fagan
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Tomball, Texas 77375

City of University Park,
Through its Mayor,
Olin Burnett Lane, Jr.
3800 University Boulevard
University Park, Texas 75205

City of Watauga,
Through its Mayor,
Hector F. Garcia
7105 Whitley Road
Watauga, Texas 76148

City of Willis
Through its Mayor,
Leonard Reed
200 N. Bell Street
Willis, Texas 77378

City of Frisco,
Through its Mayor,
Maher Maso
George A. Purefoy
Municipal Center
6101 Frisco Square Blvd.
Frisco, Texas 75034

City of Garland,
Through its Mayor,
Douglas Athas
200 N. Fifth Street
Garland, Texas 75049

City of Grand Prairie,
Through its Mayor,
Ron Jensen
317 W. College St.
Grand Prairie, Texas 75053

City of Haltom City
Through its Mayor,
Richard Hutchison
5024 Broadway Avenue
Haltom City, Texas 76117

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Through its Registered Agent,
National Registered Agents, Inc.
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Through the Attorney General
of the State of Texas
Ken Paxton
Office of the Attorney General
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Austin, Texas 78701

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f/k/a ACS State & Local Solutions, Inc.,
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Corporation Service Company d/b/a
CSC-Lawyers Incorporating Service Company
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