

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

KIRK GRADY,
Plaintiff,

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CIVIL ACTION NO. _____

v.

HUNT COUNTY, TEXAS,
Defendant.

PLAINTIFF’S ORIGINAL COMPLAINT

COMES NOW Kirk Grady (“Grady”) by and through his undersigned counsel, and hereby files this Original Complaint against Hunt County, Texas (“Hunt County”), and would respectfully show the Court as follows:

I.
STATEMENT OF THE CASE

1. Grady brings this action under the laws and Constitution of the United States, to obtain a judgment declaring, among other things, that: (a) Hunt County has violated his due process rights which are secured by the Fifth and Fourteenth Amendment by entering into an improper contingency fee contract with its outside counsel; and (b) Hunt County’s actions in the case styled *Hunt County et al. v. Republic Waste Services of Texas, Ltd., et al.*, No. D-1-GN-15-002833, in the 200th Judicial District Court of Travis County, Texas (“Underlying Lawsuit”) have amounted to selective enforcement in violation of Grady’s rights which are secured by the Equal Protection Clause of the Fourteenth Amendment. Grady has asserted several other claims related to the foregoing and seeks his reasonable costs incurred in bringing this action, including attorneys’ fees; consequential and compensatory damages for emotional distress, mental anguish, and harm to

Grady's reputation; and punitive damages, as authorized by 42 U.S.C. § 1983, in an amount reasonable and appropriate.

II.
PARTIES

2. Grady is a citizen and resident of the State of Texas. He currently resides in Flower Mound, Texas.

3. Hunt County is a political subdivision and county of the State of Texas and may be served by serving its county judge, John Horn, at Hunt County Courthouse, 2507 Lee St., 2nd Floor, Greenville, Texas 75401.

III.
JURISDICTION AND VENUE

4. This Court has exclusive jurisdiction over the subject matter of this action under 28 U.S.C. §§ 1331, 1343, 2201, and 2202, and 42 U.S.C. § 1983. This Court may exercise pendent jurisdiction over any of Grady's state law claims on the basis of 28 U.S.C. § 1367.

5. Venue is proper in the United States District Court for Northern District of Texas, Dallas Division, because Hunt County is located in the Northern District of Texas, Dallas Division. The amount in controversy is in excess of the minimum jurisdictional limits of this Court.

IV.
FACTUAL BACKGROUND

6. Nearly fifty years ago, Texas lawmakers gave local governments the ability to bring suit in the "same manner" as the Texas Commission on Environmental Quality ("TCEQ") in district courts for injunctive relief and civil penalties for violations of Texas environmental laws.¹

¹ Jim Malewitz, *Harris County in Crosshairs of Pollution Lawsuit Limits*, Texas Tribune (May 20, 2015), <http://www.texastribune.org/2015/05/20/senate-backs-bill-cap-pollution-payouts/>

That authority is now located in Section 7.351 of the Texas Water Code which has recently spawned a cottage industry of environmental litigation in Texas.²

7. Most of the recent litigation has been handled by outside law firms on a contingency basis. Based upon information and belief, counsel for Hunt County in the Underlying Lawsuit has represented the majority of governmental units in these cases throughout the state.

8. Such lawsuits have led to serious concerns about, among other things, violations of due process rights of the parties involved, which upon information and belief, led to several recent amendments to the statute.³

9. In particular, the Texas Legislature recently closed several loopholes in the earlier version of the statute and now: (1) requires a jury to consider specific factors when assessing a penalty; (2) includes a five year statute of limitations for such claims, and (3) limits the total amount of attorney's fees that may be awarded to contingency counsel for bringing such claims.⁴

10. Unfortunately — for Grady — the amendments were not effective until September 1, 2015. Had they been, the claims asserted against him in the Underlying Lawsuit would have been completely barred.

11. In anticipation of the amendments, on July 15, 2015, Hunt County's contingency-counsel filed suit against Grady and several Republic Waste Service entities ("Republic Waste") in Travis County under Section 7.351 of the Texas Water Code claiming it is entitled to civil penalties of up to \$25,000 per day for Grady's and Republic Waste's alleged violations of the Texas Solid Waste Disposal Act ("SWDA") and the Texas Water Code, plus attorney's fees.⁵

² TEX. WATER CODE § 7.351.

³ *International Paper Company v. Harris County*, 445 S.W.3d 379 (Tex. App.—Houston [1st Dist.] 2013, no pet.).

⁴ See TEX. WATER CODE §§ 7.053, 7.107, 7.359, 7.360.

⁵ See Exhibit 1, at page 8.

12. In its original petition, Hunt County claimed **only** that Grady unlawfully stored and disposed solid waste on a 50 acre tract of land located on FM 1568 in Hunt County (“Property”) which Grady once owned over 13 years ago.⁶

13. Hunt County made similar claims against Republic Waste which acquired the Property from Grady on January 16, 2002 and still owns it today.⁷

14. It appears that Hunt County’s claims center solely around a pile of wood that allegedly existed on the Property in 2015 as illustrated by various photographs taken by Hunt County representatives at that time.⁸

15. Hunt County has no idea if the pile of wood as reflected on Exhibit 2 existed on the Property at the time of the sale from Grady to Republic Waste in 2002.

16. Even assuming for the sake of argument that the same pile of wood that is reflected on Exhibit 2 was present at the time of sale in 2002, Hunt County also has no idea when the pile of wood originally came to be located on the Property.

17. It should be emphasized that Grady merely **owned** or **co-owned** the Property for approximately 3 ½ years. Specifically, Grady obtained an ownership interest in the Property with another individual on August 14, 1998.⁹ Then on January 3, 2000, Grady acquired the remaining interest from that individual and continued to own 100% of Property until its sale to Republic Waste on January 16, 2002.¹⁰

18. As the owner, Grady never performed any operations on the Property that led to the

⁶ See *id.*, at page 3. As discussed later the brief, on May 18, 2016, Hunt County added an entirely new claim concerning storm water violations that allegedly occurred over 13 years ago on the Property.

⁷ See *id.*

⁸ See *e.g.*, Exhibit 2

⁹ See Exhibit 6, page 3.

¹⁰ *Id.*

creation of any pile of wood. Instead, during his ownership, two other companies leased the Property from Grady (and the other co-owner) who then performed wood-recycling operations on the Property which recycled wood into useful products (e.g. mulch and fuel wood).

19. At that time, Texas law was clear that products created from such operations does not qualify as “solid waste” under 30 TEX. ADMIN. CODE § 330.2(114) & (115) and therefore Hunt County’s allegations against Grady concerning the alleged storage and disposal of solid waste in the Underlying Lawsuit is completely frivolous.

20. In any event, Hunt County has been fully aware of the identities of the previous owners and operators of the Property during Grady’s ownership for some time now, but selectively pursued only Grady and Republic Waste for its frivolous claims. The deadline to add new parties has since elapsed in the Underlying Lawsuit.

21. As a side-note, through discovery in the Underlying Lawsuit, it has also been determined that upon the sale of the Property by Grady, Republic Waste was paid \$20,000 to recycle and remove any wood that remained on the Property at the time of sale.¹¹ Hunt County claims this never occurred.

22. Following the sale on January 16, 2002, Grady had no further dealings with the Property or Republic Waste and the first time he learned of the alleged pile of wood and Hunt County’s complaints was 13 years later when he was served with petition in the Underlying Lawsuit.

23. Upon information and belief, Hunt County likewise made no effort to reach out Republic Waste, the current owner, about removal of the pile of wood prior to filing suit. Soon

¹¹ See Exhibit 3.

after the Underlying Lawsuit was filed, Republic Waste removed the pile of wood from the Property on its own accord.

24. Upon information and belief, through discovery in the Underlying Lawsuit, it has also been determined that both the TCEQ as well as Hunt County itself visited and inspected the Property over the years. Neither entity has ever issued a citation, notice of violation or otherwise complained of the pile of wood on the Property.

25. On May 18, 2016, Hunt County amended its petition in the Underlying Lawsuit and now claims that Grady also committed various storm water violations by “causing, suffering, allowing or permitting storm water discharges associated with industrial activity ... without a storm water permit for the Property.”¹² These recent “Hail Mary” claims once again concern alleged violations that occurred over 13 years ago for which Grady has been singled out for enforcement. The claims were made out of desperation as Hunt County has been unable to provide competent evidence to supports its earlier claims against Grady.

26. Further, these new claims have been made without any evidentiary support and are also completely frivolous. There is no evidence that the operations at the Property were subject to storm water permitting rules. Grady was never the “owner” or “operator” of a facility that operated at the Property.

27. Nonetheless, Hunt County’s recent actions in the Underlying Lawsuit only further support that the true motivations behind the lawsuit is the attorney’s fees its outside counsel hopes to collect against the Grady and Republic Waste in that matter.

28. The nature of the claims and the relief requested in the Underlying Lawsuit leave

¹² See Exhibit 6.

no doubt that it is a coercive action brought to punish Grady and Republic Waste as Hunt County seeks to impose the maximum punishment allowed by law for each alleged violation.¹³ In an effort to “scare” Grady, in response to its request for disclosures Hunt County provided an illustration of a maximum penalty calculation that totals \$9,975,000.¹⁴

29. Recently in response to Grady’s Second Set of Interrogatories, Hunt County claims that the alleged wood pile was located on the Property from the beginning of operations on September 1, 1998 and through at least August 21, 2015.¹⁵ There are 6208 days between these two dates. Since Hunt County plans on seeking the maximum punishment allowed by law (\$25,000), for each daily violation, it consequently will be seeking One Hundred and Fifty Five Million Dollars (6208 days x \$25,000/day = \$ 155,200,000.00) from Grady for each violation.

30. Because Hunt County claims that Grady committed at least 13 multiple violations each day, it will then multiply the foregoing number by 13. After doing so, it is now clear that Hunt County is actually seeking as much as **TWO BILLION DOLLARS!** from Grady in the Underlying Lawsuit. This is both ridiculous and unconscionable. The fact that a governmental unit in the State of Texas has proceeded in this manner is a clear violation of Grady’s constitutional rights.

31. As stated before, Section 7.351 permits governmental units, such as Hunt County, to act “in the same manner as” the TCEQ in enforcing Texas environmental laws. It does not, however, empower governmental units to outsource this enforcement authority to private lawyers hired pursuant to an *ad hoc* contingency-fee arrangement who act in ways that violate a party’s

¹³ See Exhibit 4, at page 6 (“Hunt County will seek up to the maximum amount.”)

¹⁴ See *id.*, at page 6.

¹⁵ See Exhibit 5, at page 5.

constitutional rights and especially does not act “in the same manner as” the TCEQ.

32. Texas governmental units, such as Hunt County, have a responsibility to see that justice is done for all, including persons, like Grady, that have been targeted for prosecution. In prosecuting actions to recover civil penalties, Hunt County is obligated to serve the public interest; in some cases, the public interest may call for limiting the scope of the action or abandoning the action altogether rather than seeking to maximize the amount of civil penalties.

33. Nonetheless, on June 23, 2015, Hunt County executed an engagement agreement with Baker Wotring, LLP (hereinafter, “Contingent Fee Contract”) which granted outside contingency counsel a stake in the outcome of the Underlying Lawsuit in consideration of their agreement to prosecute that action.

34. On January 29, 2016, Hunt County produced a copy of the Contingent Fee Contract.¹⁶ This was the first time that Grady became aware of the agreement and that contingency-counsel were purportedly billing at \$900/hour – a rate that is unconscionably higher than ordinarily charged for similar work by similarly qualified counsel.¹⁷

35. Since that time, Grady has repeatedly asked for attorney’s fee invoices from Hunt County for amount billed to date. On May 13, 2016, after threatening a motion to compel, Hunt County finally produced redacted copies of its fee invoices for the time period of April 29, 2015 through February 29, 2016.¹⁸

36. Hunt County has still failed to produce any invoices for time allegedly billed from February 29, 2016 forward. In addition, it also redacted the rates for the billing time keepers in

¹⁶ See Exhibit 7 (Bates No. HC 000084-000090).

¹⁷ See *id.*, at page 7.

¹⁸ See Exhibit 8 (Bates HC 000275-000313).

each of the invoices that were provided.

37. Nonetheless, upon adding up the time entries, it now appears that its outside counsel has purportedly billed or incurred expenses in excess of **\$500,000** for the time period of April 29, 2015 through February 29, 2016. That is truly remarkable, when one considers that a single deposition or hearing had not occurred before that date.

38. Interestingly, in supplemental response to requests for production, Hunt County's attorney now claims that Hunt County is only seeking to recover attorney's fees for the time incurred in this matter at the rate of \$500/hour.

39. Such concession is an obvious attempt to remove the taint of its counsel's earlier excessively high and unconscionable billing rate. Nonetheless, the latest maneuver is clearly inconsistent with the engagement agreement as well as the total fee and disbursements sought in each invoice.

40. Several provisions in the contingent-fee arrangement actually promote inefficient litigation strategies and incentivize contingency-counsel to needlessly drag the lawsuit out as long as possible so that they can seek greater amounts in attorney's fees at trial. For instance, Section 3.08 of the agreement provides that the Hunt County's attorneys are entitled to the "lesser of 35% of the amount recovered by the [Hunt County] or *four times [contingency-counsel's] base fee ...*"¹⁹ In addition, Section 2.03 provides that contingency-counsel is entitled to the attorney's fees as provided in any final judgment *along with 25% of each additional dollar in excess of the award of attorney's fees.*²⁰ Finally, Section 2.04 provides that contingency-counsel is entitled to the attorney's fees as provided in any settlement agreement *plus 25% of each additional dollar*

¹⁹ See Exhibit 7, at page 7 (emphasis added).

²⁰ See *id.*, at page 3 (emphasis added).

*amount awarded Hunt County.*²¹

41. If the Underlying Lawsuit were to go to the trial, a jury would be asked to determine the appropriate penalty for the alleged violations and separately the amount of attorney's fees that Hunt County is entitled to for bringing these claims.

42. Since contingency-counsel's compensation is based upon on either a percentage of the penalties awarded or a multiple of purportedly "billed time", contingency counsel is incentivized to bill as much as possible at the highest possible rate. That is why Hunt County's contingency-counsel has produced "shadow" bills in the Underlying Lawsuit in which they were billing this matter at \$900/hour and have incurred at least \$500,000 prior to the first deposition or hearing.

43. As with the total amount of penalties claimed against Grady, the compensation agreement referenced above is also ridiculous and unconscionable.

44. The extremely high billing rate and unreasonably high attorney's fees incurred to date (in relationship to the posture of the case) is clear of evidence of overreaching and a violation of due process by Hunt County.

45. By its actions or inaction, Hunt County has ceded control over the prosecution of the Underlying Lawsuit to its contingency-fee counsel. Contingency-fee counsel are listed as the attorney-in-charge. By virtue of their role in the Underlying Lawsuit, contingency-fee counsel have made or influenced all decisions about the prosecution, large and small.

46. To date, contingency-fee counsel have handled all appearances related to the Underlying Lawsuit. Hunt County's attorney, Joel Littlefield, has not appeared at any depositions

²¹ See *id.* (emphasis added).

to date and is not listed as counsel of record on any pleadings.²²

47. In addition, all relevant correspondence and other communications have come only from contingency-fee counsel.

48. The contingency-fee arrangement between Hunt County and contingency-fee counsel has injected personal financial interest into the prosecution of the Underlying Lawsuit. Indeed, “[a]s any lawyer knows, under a contingency-fee arrangement an attorney effectively bets everything on attainment of victory in litigation.” Martin H. Redish, *Private Contingent Fee Lawyers and Public Power: Constitutional and Political Implications*, 18 Sup. Ct. Econ. Rev. 77, 79-80 (2010).

49. Under the contingency-fee arrangement, contingency-fee counsel stand to gain substantial amounts of money based on the outcome of the Underlying Lawsuit; these gains would be derived from any civil penalties recovered on behalf of Hunt County from Grady as well as their inflated attorney’s fees. The contingency-fee arrangement thus creates a powerful incentive for contingency-fee counsel to focus single-mindedly on maximizing the amount of civil penalties recovered and attorney’s fees incurred from Grady.

50. Moreover, because of their financial stake in the outcome of the Underlying Lawsuit, contingency-fee counsel are disinclined to exercise restraint, such as by limiting the scope of the action if it would advance the public interest to do so and at times have acted with personal vindictiveness.

51. For instance, contingency-counsel (on behalf of Hunt County) have singled out Grady for individual prosecution in the Underlying Lawsuit even though it has not proceeded

²² Hunt County’s judge, John Horn, signed the Contingent Fee Contract on behalf of Hunt County and has likewise has not appeared at or participated in any of proceedings in the Underlying Lawsuit.

against other companies that actually operated on the Property during his ownership. The selectivity of Grady was intentional, invidious, and based on impermissible considerations. Alternatively, the decision to single out Grady was irrational and wholly arbitrary. In effect, an illegitimate animus or ill-will motivated Hunt County to intentionally treat Grady differently from others similarly situated and no rational basis exists for such treatment.

52. The contingency-counsel (on behalf of Hunt County) have also exceeded their authority under Section 7.351(a) of the Texas Water Code. In fact, Hunt County has asserted claims in the Underlying Lawsuit the likes of which have never been advanced in the history of Texas environmental litigation by the State of Texas through the TCEQ.

53. For instance, Hunt County claims that Grady violated the SWDA because it claims that Grady unlawfully stored and disposed solid waste on the Property which he once owned between September 1998 and January 2002. According to Hunt County, the alleged "solid waste" relates to a pile of wood that was allegedly left on the Property after Grady sold the Property to Republic Waste in January 2002 for which Hunt County claims was never removed until very recently.

54. However, to the extent a pile of wood existed on the Property at the time of the sale in 2002, such wood was the result of wood-recycling operations which was being recycled into useful products (such as mulch and fuel wood), and therefore did not qualify as "solid waste" under 30 TEX. ADMIN. CODE § 330.2 (114) & (115) that existed at that time. As a result, Hunt County's claims are contrary to Texas law.

55. Further, Hunt County's recent storm water claims are likewise contrary to Texas law as there is no evidence that the operations at the Property were subject to storm water permitting rules. In addition, Grady was never the "owner" or "operator" of a facility that operated

at the Property and as a result, such requirements (to the extent even applicable) simply did not apply to him.

56. Simply put, the contingency-fee arrangement amounts to a biasing influence, which, among other things, increases substantially the risk of overzealous prosecution by a local governmental entity that purports to stand in the shoes of the State of Texas.

57. The contingent-fee arrangement gives private counsel a significant stake in the outcome, resulting in the prosecution of this case being guided by the profit motivations of contingency-fee counsel, rather than the public interest or Grady's purported culpability. This in turn has compromised the integrity of the prosecution by Hunt County as well as the public's faith in the judicial process. In addition, Grady is mismatched in his legal resources as compared to Hunt County.

58. The contingent-fee arrangement has caused the contingency-counsel to disregard the heightened standards to which a lawyer performing government functions is subject. The pernicious consequences of the contingency-fee arrangement are exacerbated by contingency-fee counsel's lack of public accountability.

59. Under these circumstances, contingency-fee counsel's participation in the Underlying Lawsuit offends the requirement of fundamental fairness embodied in the Due Process Clause of the Fifth and Fourteenth Amendment. On information and belief, Hunt County intends to permit contingency-fee counsel to continue leading the prosecution of the Underlying Lawsuit in the future.

60. Hunt County' actions referenced herein have also amounted to selective enforcement in violation of Grady's rights which are secured by the Equal Protection Clause of the Fourteenth Amendment.

V.
CAUSES OF ACTION

COUNT 1: DUE PROCESS VIOLATIONS

61. Grady hereby incorporates the allegations in the preceding paragraphs as if fully set forth herein.

62. Hunt County' Contingent Fee Contract violates Grady's rights under the Due Process Clause of the Fifth and Fourteenth Amendment of the United States Constitution. Section 1983 provides a private right of action against parties acting "under color of any statute, ordinance, regulation, custom, or usage, of any State" to redress the deprivation of rights secured by the United States or federal law.

63. The engagement of contingency counsel deprives Grady of Property without due process of law, namely a fair and ethical prosecution. The contingent-fee arrangement improperly delegates prosecutorial discretion to private attorneys, who are unrestrained by the statutory and constitutional checks on the exercise of state authority.

64. The contingent fee-arrangement has injected personal interests, financial or otherwise into the enforcement process which has brought irrelevant and impermissible factors into the outside contingency-fee counsel's decisions.

65. Further, the contingent-fee arrangement gives private counsel a significant stake in the outcome, resulting in the prosecution of this case being guided by the profit motivations of contingency-fee counsel, rather than the public interest or Grady's purported culpability. This in turn has compromised the integrity of the prosecution by Hunt County as well as the public's faith in the judicial process. In addition, Grady is mismatched in his legal resources as compared to Hunt County.

66. Several provisions in the contingent-fee arrangement actually promote inefficient litigation strategies and incentivize contingency-counsel to needlessly drag the lawsuit out as long as possible so that they can seek greater amounts in attorney's fees at trial. That is why Hunt County' contingency-counsel are billing this matter at \$900/hour and have incurred at least \$500,000 prior to the first deposition or hearing. The extremely high billing rate and unreasonably high attorney's fees incurred to date (in relationship to the posture of the case) is clear of evidence of the overreaching and violation of due process by Hunt County.

67. The contingent-fee arrangement has caused the contingency-counsel to disregard the heightened standards to which a lawyer performing government functions is subject. In addition, Hunt County' City attorney, Joel Littlefield, does not appear on any pleadings and has not participated at any depositions to date.

68. The contingent-fee contract has caused the contingency-counsel to act improperly or with a bias other than that inherent in the adversarial system, or to otherwise act in a manner contrary to public interest.

69. As a direct and proximate result of the Defendant's actions, coercive powers have been delegated to private lawyers having a clear, direct and substantial financial stake in the outcome of the Underlying Lawsuit, an enforcement action that must be prosecuted in the public interest or not at all.

70. Consequently, as a direct and proximate result of Hunt County' actions under color of state law, the fairness of the enforcement action has been compromised, and, in turn, Grady's right to due process under the Fifth and Fourteenth Amendment have been infringed.

71. The ongoing violation of Grady's right to due process has caused actual and irreparable harm and will continue causing additional harm until this Court grants the relief to

which Grady are entitled.

72. The prosecution of this case by private, for-profit, contingent-fee counsel in violation of Federal law amounts to the immediate deprivation of Grady's rights because "merely being forced to defend oneself in a [tainted] proceeding . . . is enough to 'constitute an ongoing injury.'" *Esso Standard Oil Co. v. Freytes*, 467 F. Supp. 2d 156, 162 (D.P.R. 2006), *aff'd*, 522 F.3d 126 (1st Cir. 2008). Therefore, a declaratory judgment and injunctive relief is appropriate.

73. Grady requests that the Court declare that the contingent-fee contract in this penalties-only enforcement action violates the due process clause of the United States Constitution, and enjoin further prosecution of this action by Hunt County under a contingent-fee agreement.

74. In addition, as a result of Hunt County's conduct, Grady has sustained damages, including, but not limited to, consequential and compensatory damages, emotional distress, mental anguish, and harm to his reputation, for which he now sues. Furthermore, because Hunt County's conduct involves reckless and callous indifference to Grady's rights, as well as being motivated by evil motive or intent, Grady is entitled to punitive damages from Hunt County.

COUNT 2: DECLARATION THAT THE CONTINGENT FEE CONTRACT VIOLATES THE SEPARATION OF POWERS DOCTRINE IN THE TEXAS CONSTITUTION

75. Grady hereby incorporates the allegations in the preceding paragraphs as if fully set forth herein.

76. Texas has an explicit constitutional provision mandating the separation of powers, stating:

The powers of the Government of the State of Texas shall be divided into three distinct departments, each of which shall be confided to a separate body of magistracy, to wit: Those which are Legislative to one, those which are Executive to another, and those which are Judicial to another, and no person, or collection of persons, being of one of these departments, shall exercise any power properly

attached to either of the others, except in the instances herein expressly permitted.

TEX. CONST. art. II, § 1.

77. Hunt County' Contingent Fee Contract violates this mandate by (1) avoiding the legislative appropriations process normally necessary to prosecute an action such as this, (2) shifting public-policy making from the Legislature to unaccountable, for-profit contingent fee attorneys, and (3) violating legislative function by diverting monies earmarked for the State's Treasury to outside lawyers, without the Legislature's approval or consent.

78. Grady requests that the Court declare that the Contingent Fee Contract runs afoul of separation of powers requirements set forth in the Texas Constitution, and enjoin further prosecution of this action by Hunt County under a contingent-fee agreement.

COUNT 3: DECLARATION THAT THE UNDERLYING LAWSUIT EXCEEDS THE LIMITS OF THE AUTHORIZING STATUTE

79. Grady hereby incorporates the allegations in the preceding paragraphs as if fully set forth herein.

80. The sole basis of Hunt County' claims against Grady is under Section 7.351(a) of the Texas Water Code.²³ Section 7.351(a) provides that:

If it appears that a violation or threat of violation of Chapter 16, 26, or 28 of this code, Chapter 361, 371, 372, or 382, Health and Safety Code, a provision of Chapter 401, Health and Safety Code, under the commission's jurisdiction, or Chapter 1903, Occupations Code, or a rule adopted or an order or a permit issued under those chapters or provisions has occurred or is occurring in the jurisdiction of a local government, the local government or, in the case of a violation of Chapter 401, Health and Safety Code, a person affected as defined in that chapter, may institute a civil suit under Subchapter D *in the same manner as the commission* in a district court by its own attorney for the injunctive relief or civil penalty, or both, as authorized by this chapter against the person who committed, is committing, or is threatening to commit the violation.²⁴

²³ See Exhibit 1, at page 4.

²⁴ TEX. WATER CODE § 7.351(a) (emphasis added); see also *id.* § 7.352 ("in the case of a violation of Chapter 26 ...

81. Thus, in order to assert any claims against Grady in the Underlying Lawsuit, Hunt County must stand in the shoes of the TCEQ: it can exercise only the authority that the statutes grant the TCEQ, and it must do so only in the “same manner” as the TCEQ would exercise that authority. Notwithstanding this critical limitation on suits by local governments, Hunt County has asserted claims in the Underlying Lawsuit the likes of which have never been advanced in the history of Texas environmental litigation by the State of Texas through the TCEQ.

82. For instance, Hunt County claims that Grady violated the SWDA because it claims that Grady unlawfully stored and disposed solid waste on the Property which he once owned between September 1998 and January 2002. According to Hunt County, the alleged “solid waste” relates to a pile of wood that was allegedly left on the Property after Grady sold the Property to Republic Waste in January 2002 for which Hunt County claims was never removed until very recently.

83. However, to the extent a pile of wood existed on the Property at the time of the sale in 2002, such wood was the result of wood-recycling operations which was being recycled into useful products (such as mulch and fuel wood), and therefore did not qualify as “solid waste” under 30 TEX. ADMIN. CODE § 330.2(114) & (115) that existed at that time. As a result, Hunt County’s claims are contrary to Texas law.

84. Further, Hunt County’s recent storm water claims are likewise contrary to Texas law as there is no evidence that the operations at the Property were subject to storm water permitting rules. In addition, Grady was never the “owner” or “operator” of a facility that

a local government may not exercise *the enforcement power authorized* by this subchapter unless its governing body adopts a resolution authorizing the exercise of the power.” (emphasis added).

operated at the Property and as a result, such requirements (to the extent even applicable) simply did not apply to him.

85. Grady requests that the Court declare that Hunt County has exceeded its authority to assert claims against Grady under Section 7.351(a) of the Texas Water Code and enjoin further prosecution by Hunt County against Grady in the Underlying Lawsuit.

COUNT 4: DECLARATION THAT THE STATUTORY PENALTIES UNDER SECTION 7.351 OF THE WATER CODE ARE A FORM OF EXEMPLARY DAMAGES

86. Grady hereby incorporates the allegations in the preceding paragraphs as if fully set forth herein.

87. Hunt County does not seek economic damages, but rather statutory civil penalties under Section 7.102 of the Texas Water Code.²⁵

88. Statutory civil penalties are a form of exemplary damages. Both in name and substance, the penalties provided by the Texas Water Code are penalties and exemplary damages.

89. Hunt County's penalty claims are barred under common law by the lack of any incurred actual damages and by the waiver of any actual damages sought.

90. The Texas common law rule has been codified in Chapter 41 of the Texas Civil Practice & Remedies Code, which provides that exemplary damages are recoverable only if damages other than nominal damages are awarded. The statutory penalties provided by the Texas Water Code are penalties and are thus subject to the Chapter 41.

91. Section 41.002(d) provides that Chapter 41 does not apply to several listed statutes, however, the Texas Water Code is not one of them and thus is subject to its limits.

²⁵ See Exhibit 1, at page 8.

92. Because Hunt County has not suffered any actual damages, which are a necessary prerequisite for an award of statutory penalties, Grady is entitled to a declaratory judgment that Hunt County take nothing by way of their statutory penalty claims against Grady in the Underlying Lawsuit.

COUNT 5: EQUAL PROTECTION VIOLATIONS

93. Grady hereby incorporates the allegations in the preceding paragraphs as if fully set forth herein.

94. Hunt County, while acting under color of state law, have deprived Grady of rights secured by the Equal Protection Clause of the Fourteenth Amendment. Section 1983 provides a private right of action against parties acting “under color of any statute, ordinance, regulation, custom, or usage, of any State” to redress the deprivation of rights secured by the United States or federal law.

95. Hunt County’s actions in the Underlying Lawsuit have amounted to selective enforcement which is a violation of Grady’s rights secured by the Equal Protection Clause of the Fourteenth Amendment.

96. For instance, contingency-counsel (on behalf of Hunt County) have singled out Grady for individual prosecution in the Underlying Lawsuit even though it has not proceeded against other companies that actually operated on the Property during his ownership. The selectivity of Grady was intentional, invidious, and based on impermissible considerations. Alternatively, the decision to single out Grady was irrational and wholly arbitrary. In effect, an illegitimate animus or ill-will motivated Hunt County to intentionally treat Grady differently from others similarly situated and no rational basis exists for such treatment.

97. In addition, Hunt County has also selectively enforced against Grady by asserting

claims that exceed its authority under Section 7.351(a) of the Texas Water Code. In fact, Hunt County has asserted claims in the Underlying Lawsuit the likes of which have never been advanced in the history of Texas environmental litigation by the State of Texas through the TCEQ.

98. For instance, Hunt County claims that Grady violated the SWDA because it claims that Grady unlawfully stored and disposed solid waste on the Property which he once owned between September 1998 and January 2002. According to Hunt County, the alleged "solid waste" relates to a pile of wood that was allegedly left on the Property after Grady sold the Property to Republic Waste in January 2002 for which Hunt County claims was never removed until very recently.

99. However, to the extent a pile of wood existed on the Property at the time of the sale in 2002, such wood was the result of wood-recycling operations which was being recycled into useful products (such as mulch and fuel wood), and therefore did not qualify as "solid waste" under 30 TEX. ADMIN. CODE. § 330.2(114) & (115) that existed at that time. As a result, Hunt County's claims are contrary to Texas law.

100. Further, Hunt County's recent storm water claims are likewise contrary to Texas law as there is no evidence that the operations at the Property were subject to storm water permitting rules. In addition, Grady was never the "owner" or "operator" of a facility that operated at the Property and as a result, such requirements (to the extent even applicable) simply did not apply to him.

101. The selective enforcement referenced above was intentional, invidious, and based on impermissible considerations. Alternatively, the decision to single out the Grady with these claims was irrational and wholly arbitrary. In effect, an illegitimate animus or ill-will motivated Hunt County to intentionally treat Grady differently from others similarly situated and no rational

basis exists for such treatment.

102. Grady requests that the Court declare that Hunt County' actions in the Underlying Lawsuit have amounted to selective enforcement which is a violation of Grady's rights secured by the Equal Protection Clause of the Fourteenth Amendment and to enjoin further prosecution by Hunt County against Grady in the Underlying Lawsuit.

103. In addition, as a result of Hunt County's conduct, Grady has sustained damages, including, but not limited to, consequential and compensatory damages, emotional distress, mental anguish, and harm to his reputation, for which he now sues. Furthermore, because Hunt County's conduct involves reckless and callous indifference to Grady's rights, as well as being motivated by evil motive or intent, Plaintiff is entitled to punitive damages from Hunt County.

VI.
JURY DEMAND

104. Under Rule 38(b) of the Federal Rules of Civil Procedure, Grady demands a trial by jury on all factual issues raised in this action.

VII.
ATTORNEY'S FEES

105. Grady has retained counsel to defend himself in the civil penalties enforcement action and to represent him in this action. The controlling substantive law of this case allows for the recovery of attorney's fees, therefore, the Court has the discretion to award costs and attorneys' fees as part of a declaratory judgment. An award of reasonable and necessary attorney's fees to Grady would be equitable and just under these circumstances.

VII.
REQUEST FOR RELIEF

106. WHEREFORE, Grady respectfully requests that the Court enter judgment in his

favor and against Hunt County granting the following relief:

- a. Enter a declaratory judgment that Hunt County's Contingent Fee Contract with outside counsel violates Grady's constitutional rights to due process;
- b. Enter a declaratory judgment that Hunt County's Contingent Fee Contract with outside counsel violates the separation of powers mandate in the Texas Constitution;
- c. Order or enjoin Hunt County from employing contingency-fee counsel in violation of Texas Government Code Section 403.0305 and Subchapter C of Chapter 2254, Grady's constitutional due process rights, and Texas' separation of powers doctrine;
- d. Order or enjoin Hunt County from further prosecution of the Underlying Lawsuit, in whole or in part, with contingent-fee counsel;
- e. Enter a declaratory judgment that Underlying Lawsuit exceeds the limits of the authorizing statute;
- f. Enter a declaratory judgment that the statutory penalties under Section 7.351 of the Texas Water Code are a form of exemplary damages and since Hunt County has not suffered any actual damages in the Underlying Lawsuit, Hunt County should take nothing against the Grady;
- g. Enter a declaratory judgment that Hunt County's actions in the Underlying Lawsuit have amounted to selective enforcement which is a violation of Grady's rights secured by the Equal Protection Clause of the Fourteenth Amendment;
- h. Awarding Grady his reasonable costs incurred in bringing this action, including attorneys' fees;
- i. Awarding Grady consequential and compensatory damages for emotional distress, mental anguish, and harm to Grady's reputation;
- j. Awarding Grady punitive damages, as authorized by 42 U.S.C. § 1983, in an amount reasonable and appropriate; and
- k. Awarding such other and further relief as the Court deems just and proper.

WHEREFORE, Kirk Grady prays for the relief requested above, for costs, attorneys' fees, and interest as allowed by law and for general relief.

Respectfully submitted,

GUIDA, SLAVICH & FLORES, P.C.

/s/ Michael R. Goldman

Michael R. Goldman

State Bar No. 24025383

750 N. St. Paul Street, Suite 200

Dallas, Texas 75201

Telephone: (214) 692-0009

Facsimile: (214) 692-6610

Email: goldman@gsfpc.com

**ATTORNEY FOR PLAINTIFF
KIRK GRADY**

50730

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Kirk Grady

(b) County of Residence of First Listed Plaintiff Denton
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Michael R. Goldman, Guida, Slavich & Flores, 750 N. St. Paul Street, Suite 200, Dallas, Texas 75201, (214) 692-0025

DEFENDANTS

Hunt County, Texas

County of Residence of First Listed Defendant Hunt
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Unknown at this time.

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|---------------------------------------|---------------------------------------|---|----------------------------|----------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input checked="" type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	
			IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	
				FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Fifth and Fourteenth Amendment of the US Constitution, 42 U.S.C 1983

Brief description of cause:
Hunt County has violated Kirk Grady's Due Process and Equal Protection Rights under the U.S. Constitution

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE Gisela Triana

DOCKET NUMBER D-1-GN15-002833

DATE
05/22/2016

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

EXHIBIT 1

B. Discovery

1. Plaintiffs will conduct discovery under Level 3 of Texas Rule of Civil Procedure 190.

C. Parties

2. Plaintiff, Hunt County, Texas, is a political subdivision of the State of Texas and is authorized to bring this suit pursuant to Texas Water Code § 7.351.

3. The State of Texas, acting by and through the Texas Commission on Environmental Quality (“TCEQ”), is a necessary and indispensable party in a suit by a local government to recover civil penalties under Subchapter H of the Texas Water Code. Service on the State is not necessary at this time.

4. Defendant Republic Waste Services of Texas, Ltd. (“Republic Ltd.”) is a domestic limited partnership doing business in the State of Texas and can be served with process through its registered agent for service, CT Corporation, System, 1999 Bryan Street, Suite 900, Dallas, TX 75201-3136.

5. Defendant Republic Waste Services of Texas GP, Inc. (“Republic GP”) is a foreign for-profit corporation, doing business in the State of Texas and can be served with process through its registered agent for service, CT Corporation, System, 1999 Bryan Street, Suite 900, Dallas, TX 75201-3136.

6. Defendant Republic Services, Inc. (“Republic Inc.”) is a foreign for-profit corporation, doing business in the State of Texas and can be served with process through its registered agent for service, CT Corporation, System, 1999 Bryan Street, Suite 900, Dallas, TX 75201-3136. Defendants Republic Inc., Republic GP and Republic Ltd. are collectively referred to herein as Republic.

7. Defendant Kirk Grady is a resident of the State of Texas and can be served with process at his residence, 3008 Woodberry Dr., Flower Mound, TX 75022-8473, or wherever he may be located.

D. Background

8. Kirk Grady acquired 100% ownership in the 50.558 acre tract of land, located on FM 1568 which is the subject of this suit (the "Property")¹ on October 30, 2000. On information and belief, prior to or during the period of his ownership, solid waste came to be located on the Property without authorization from the TCEQ or other government agency.

9. Republic acquired the Property by Special Warranty Deed dated January 17, 2002. On information and belief, at the time of the purchase, solid waste was located on the Property without authorization from the TCEQ or other government agency.

10. At the time it acquired the Property, Republic knew or should have known that solid waste was stored on the Property in violation of state law. From the date of purchase until the date of filing of this lawsuit, solid waste continues to be unlawfully stored on the Property, and Republic has not obtained a permit or other authorization for the storage or disposal of solid waste on the Property.

11. On information and belief, the solid waste stored or disposed on the property contains one or more hazardous substances.

12. The solid waste has been on the Property since at least January 17, 2002 uncontained and exposed to the elements. As such it presents an imminent threat of discharge into or adjacent to the water in the State of Texas and constitutes a nuisance and an endangerment of the public health and welfare on a daily basis.

¹ According to the records of the Hunt County Appraisal District, the property identification number is 34124 and the legal description is A0910 Robinson R, Tract 13, 50.558 acres attached as Exhibit A.

E. Jurisdiction and Venue

13. Defendant Republic Ltd. is a domestic limited partnership doing business in the State of Texas. The Court has subject matter jurisdiction over this case pursuant to Texas Water Code Ann. § 7.351. Venue is proper in Travis County pursuant to Texas Water Code § 7.105(c).

14. Hunt County has standing to bring this suit under Texas Water Code § 7.351(a) which provides that a local government may institute a civil suit in the district court for injunctive relief or civil penalty, or both, against any person who committed, is committing, or is threatening to commit a violation of Chapters 16, 26 or 28 of the Texas Water Code, Chapters 361, 371, 372 or 382 of the Texas Health and Safety Code or a rule, order or permit issued under those chapters, in the jurisdiction of the local government.

F. Causes of Action

15. Civil Penalties – Under its authority to enforce environmental laws and regulations pursuant to Texas Water Code § 7.351(a), Hunt County sues Defendants for civil penalties for violations of the Texas Water Code (“Water Code”), the Texas Health and Safety Code (Health & Safety Code”) and the rules issued pursuant to each.

Texas Health & Safety Code Violations

16. Chapter 361 of the Texas Health and Safety Code contains the Texas Solid Waste Disposal Act. Under Health & Safety Code § 361.024, the TCEQ may adopt rules consistent with the Solid Waste Disposal Act. Those rules are found in Chapter 30 of the Texas Administrative Code (“TAC”).

17. Defendants have violated TCEQ rules 30 TAC § 330.7, 30 TAC § 335.2 and 30 TAC § 335.4.

- a. Under 30 TAC § 300.7 it is a violation to “cause, suffer, allow, or permit any activity of storage, processing, removal, or disposal of any solid waste unless such activity is authorized by a permit or other authorization from the commission.”²
- b. Under 30 TAC § 335.2 it is a violation to “cause, suffer, allow, or permit any activity of storage, processing, or disposal of any industrial solid waste or municipal hazardous waste unless such activity is authorized by a permit, amended permit, or other authorization from the Texas Commission on Environmental Quality (Commission) or its predecessor agencies, the Department of State Health Services (DSHS), or other valid authorization from a Texas state agency.”³
- c. Under 30 TAC § 335.4(1) it is a violation to “cause, suffer, allow, or permit the collection, handling, storage, processing, or disposal of industrial solid waste or municipal hazardous waste in such a manner so as to cause the discharge or imminent threat of discharge of industrial solid waste or municipal hazardous waste into or adjacent to the waters in the state without obtaining specific authorization” from the TCEQ.⁴
- d. Under 30 TAC § 335.4(2) it is a violation to “cause, suffer, allow, or permit the collection, handling, storage, processing, or disposal of industrial solid waste or municipal hazardous waste in such a manner so as to cause the creation and maintenance of a nuisance.”⁵

² 30 Tex. Admin. Code § 330.7(a).

³ 30 Tex. Admin. Code § 335.2.

⁴ 30 Tex. Admin. Code § 335.4(1).

⁵ 30 Tex. Admin. Code § 335.4(2).

- e. Under 30 TAC § 335.4(3) it is a violation to “cause, suffer, allow, or permit the collection, handling, storage, processing, or disposal of industrial solid waste or municipal hazardous waste in such a manner so as to cause the endangerment of the public health and welfare.”⁶

18. Defendants have caused, suffered, allowed, or permitted the collection, handling, storage, processing or disposal of industrial solid waste on the Property without permit or other authorization and in such a manner as to cause the discharge or imminent threat of discharge into or adjacent to the waters in the state and constitutes a nuisance and an endangerment of the public health and welfare.

Texas Water Code Violations

19. Defendants have also violated Water Code §§ 26.121(a)(c)(d)&(e).

- a. Under Water Code § 26.121(a)(1), except as authorized by the TCEQ, it is a violation to “discharge sewage, municipal waste, recreational waste, agricultural waste, or industrial waste into or adjacent to any water in the state.”⁷
- b. Under Water Code § 26.121(a)(2), except as authorized by the TCEQ, it is a violation to “discharge other waste into or adjacent to any water in the state which in itself or in conjunction with any other discharge or activity causes, continues to cause, or will cause pollution of any of the water in the state.”⁸

⁶ 30 Tex. Admin. Code § 335.4(3).

⁷ Tex. Water Code § 26.121(a)(1).

⁸ Tex. Water Code § 26.121(a)(2).

- c. Under Water Code § 26.121(a)(3), except as authorized by the TCEQ, it is a violation to “commit any other act or engage in any other activity which in itself or in conjunction with any other discharge or activity causes, continues to cause, or will cause pollution of any of the water in the state.”⁹
- d. Under Water Code § 26.121(c), it is a violation to “cause, suffer, allow, or permit the discharge of any waste or the performance of any activity in violation of this chapter or of any permit or order of the commission.”¹⁰
- e. Under Water Code § 26.121(d), except as authorized by the TCEQ, it is a violation to “discharge any pollutant, sewage, municipal waste, recreational waste, agricultural waste, or industrial waste from any point source into any water in the state.”¹¹
- f. Under Water Code § 26.121(e), it is a violation to “cause, suffer, allow, or permit the discharge from a point source of any waste or of any pollutant, or the performance or failure of any activity other than a discharge, in violation of this chapter or of any rule, regulation, permit, or other order of the commission.”¹²

20. Defendants have caused, suffered, allowed or permitted the discharge of waste and pollutants from the Property in violation of § 26.121.

21. On information and belief, Defendants have violated Water Code § 26.266. Under Water Code § 26.266 it is a violation if an owner, operator or person in charge of a facility does not “immediately undertake all reasonable actions to abate and remove the discharge or spill” of

⁹ Tex. Water Code § 26.121(a)(3).

¹⁰ Tex. Water Code § 26.121(c).

¹¹ Tex. Water Code § 26.121(d).

¹² Tex. Water Code § 26.121(e).

hazardous substances. Defendants have not undertaken reasonable actions to abate or remove any discharges or spills from the Property and are, therefore in violation of § 26.266 for every day since the first discharge or spill.

G. Jury Demand

22. Pursuant to Rule 216 of the Texas Rule of Civil Procedure, Plaintiff Hunt County requests a trial by jury and asserts that the applicable jury fee will be paid contemporaneous with this pleading.

H. Requests for Disclosure

23. Pursuant to Rule 194 of the Texas Rules of Civil Procedure, Plaintiff Hunt County requests that Defendant disclose, within fifty (50) days of service of this request, the information or material described in Texas Rule of Civil Procedure 194.2.

I. Relief Sought

24. Water Code § 7.102 provides that any person “who causes, suffers, allows, or permits a violation of a statute, rule, order, or permit [under Water Code Chapter 26, Health & Safety Code Chapter 361] ... shall be assessed for each violation a civil penalty not less than \$50 nor greater than \$25,000 for each day of each violation as the court or jury considers proper. Each day of a continuing violation is a separate violation.”¹³ Hunt County is seeking civil penalties through August 31, 2015.

25. Plaintiff is also entitled to recover its attorney’s fees, court costs and investigative costs.¹⁴

26. Upon final trial of this action, Plaintiff Hunt County requests that the Court grant judgment against Defendants for:

¹³ Tex. Water Code § 7.102.

¹⁴ Tex. Water Code § 7.108.

- a. Money judgment for civil penalties as set forth above;
- b. Money judgment for reimbursement of the costs expended by Hunt County for investigation and remediation of the Site;
- c. Attorney's fees, court costs and investigative fees in connection with this action and any appeal;
- d. Prejudgment and post judgment interest as allowed by law; and
- e. Such additional relief as Hunt County may show itself entitled.

Respectfully submitted,

BAKER • WOTRING LLP

/s/ Earnest W. Wotring

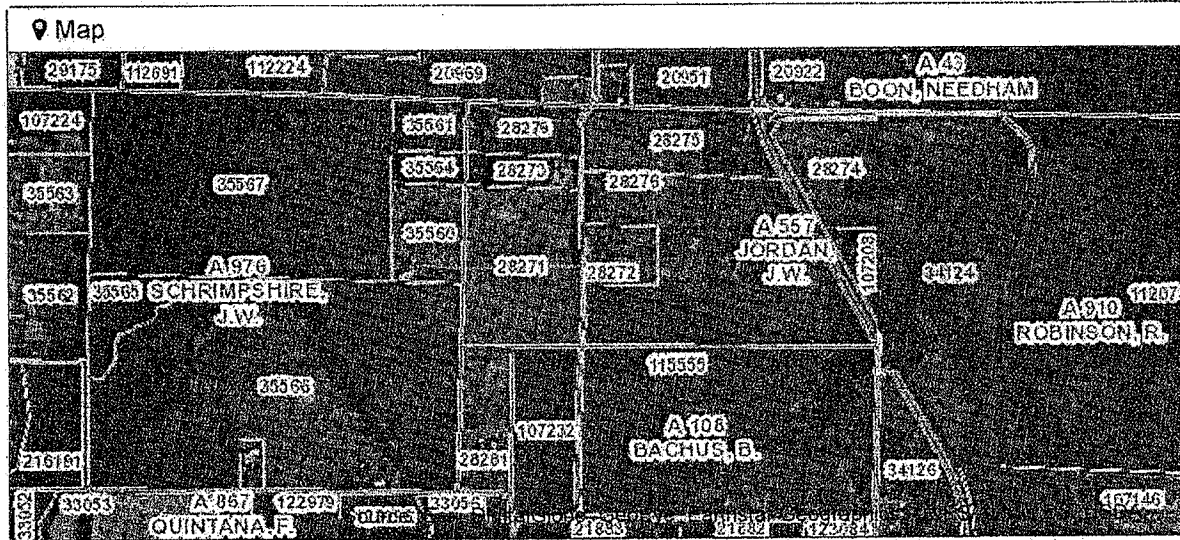
Earnest W. Wotring
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Email: ewotring@bakerwotring.com
Email: dbaker@bakerwotring.com
Email: jmuir@bakerwotring.com

**ATTORNEYS FOR PLAINTIFF,
HUNT COUNTY, TEXAS**

EXHIBIT A

Hunt CAD eSearch

Property ID: 34124 For Year 2015



Property Details	
Account	
Property ID:	34124
Legal Description:	A0910 ROBINSON R, TRACT 13, ACRES 50.558
Geographic ID:	0910-0130-0000-30
Agent Code:	ID:511278
Type:	Real
Location	
Address:	FM 1568 COMMERCE, TX 75428
Map ID:	4B-84-112
Neighborhood CD:	SCO L-F
Owner	
Owner ID:	381219
Name:	REPUBLIC WASTE SERVICES OF TEXAS LTD
Mailing Address:	C/O REPUBLIC SERVICES PROPERTY TAX PO BOX 29246 PHOENIX, AZ 85038
% Ownership:	100.0%
Exemptions:	No Exemptions

Property Values	
Improvement Homesite Value:	\$0
Improvement Non-Homesite Value:	\$0
Land Homesite Value:	\$0
Land Non-Homesite Value:	\$0
Agricultural Market Valuation:	\$114,140
Market Value:	\$114,140
Ag Use Value:	\$2,880
Appraised Value:	\$2,880
HS Cap:	\$0
Assessed Value:	\$2,880

DISCLAIMER: Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact Hunt County Appraisal District at (903-454-3510) to verify all information for accuracy.

Property Taxing Jurisdiction					
Entity	Description	Tax Rate	Market Value	Taxable Value	
CAD	APPRAISAL DISTRICT	0.000000	\$114,140	\$2,880	
GHT	HUNT COUNTY	0.532469	\$114,140	\$2,880	
HHO	HUNT MEMORIAL HD	0.243000	\$114,140	\$2,880	
SCO	COMMERCE ISD	1.623500	\$114,140	\$2,880	
Total Tax Rate: 2.398969					

Property Improvement - Building

Property Land							
Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
NP	NATIVE PASTURE	50.56	2,202,306.48	0.00	0.00	\$114,140	\$2,880

Property Roll Value History							
Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed	
2015		\$0	\$114,140	\$2,880	\$2,880	\$0	\$2,880
2014		\$0	\$124,320	\$3,080	\$3,080	\$0	\$3,080
2013		\$0	\$102,590	\$0	\$102,590	\$0	\$102,590
2012		\$0	\$102,590	\$0	\$102,590	\$0	\$102,590
2011		\$0	\$102,590	\$0	\$102,590	\$0	\$102,590
2010		\$0	\$102,590	\$0	\$102,590	\$0	\$102,590
2009	\$73,890	\$102,590	\$0	\$176,480	\$0	\$176,480	
2008	\$73,890	\$102,590	\$0	\$176,480	\$0	\$176,480	
2007	\$66,200	\$64,630	\$0	\$130,830	\$0	\$130,830	

Property Deed History							
Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
1/17/2002	SWD	SPECIAL WARRANTY DEED	GRADY KIRK	REPUBLIC WASTE SERVICES OF TEXAS LTD	833	195	
10/30/2000	Conv	CONVERSION	GRADY KIRK & SAM CLEM	GRADY KIRK	698	529	
8/17/1998	DEED	DEED	WALLACE HEFNER SHEET METAL & ROOFING	GRADY KIRK & SAM CLEM	510	116	
9/19/1984	WD	WARRANTY DEED	HEFNER TEDDIE (DECEASED)	WALLACE HEFNER SHEET METAL & ROOFING	87	685	

DISCLAIMER: Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact Hunt County Appraisal District at (803-454-3510) to verify all information for accuracy.

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indemnización al trabajador, bancarrota o por incapacidad del Seguro Social)**

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under Chapter 952, Occupations Code. Certificate No. 9303**

EXHIBIT 2



HC000001

EXHIBIT 3

/ /
Subject : re[4]: Commerce property owned by Kirk Grady.
Date : Thu, 17 Jan 2002 14:37:00 -0500
Linked to: Nick Stefkovich
From : 'William Winters' <whw@woodfuel.com>
To : Nick Stefkovich <nstefkovich@jcduncan.com>

Nick: Thanks. I think it worked out well for everyone. WHW

> The wiring took place this afternoon.

NS

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

From: 'William Winters' [<mailto:whw@woodfuel.com>]
Sent: Wednesday, January 16, 2002 10:50 AM
To: Nick Stefkovich
Subject: re[2]: Commerce property owned by Kirk Grady.

Nick: Hopefully you received our check. Has the money been wired to the title company yet? Let me know when you get a chance. Thanks. WHW

> Bill:

This is fine. Please note though that the close is set for tomorrow, January 16th, due to schedules and paperwork processing. Also, as indicated on a note attached to your check, if the purchase of the parcel is not completed, Republic will return the funds.

Thank you for your assistance.

Nick

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

From: William Winters [<mailto:whw@woodfuel.com>]
Sent: Monday, January 14, 2002 2:52 PM
To: Nick Stefkovich
Cc: Kirk Grady
Subject: Commerce property owned by Kirk Grady.

Nick: Per our most recent conversation, NOVUS will forward a check by overnight delivery for \$20,000.00 for the removal of all of the residual wood material (processed and unprocessed) left at the Commerce property owned by Kirk Grady. Obviously, NOVUS is making this payment in anticipation of the purchase of the property by Republic Waste Services of Texas, Ltd. from Kirk Grady which is scheduled to close tomorrow, January 15, 2002. It is our understanding that if the closing does not occur for any reason, the check will be returned to me at your earliest convenience. Thank you for your cooperation.

GRADY 0055

about:blank

10/27/2015

EXHIBIT 4

No. D-1-GN-15-002833

HUNT COUNTY, TEXAS, <i>PLAINTIFF</i> ,	§	IN THE DISTRICT COURT OF
THE STATE OF TEXAS, ACTING BY	§	
AND THROUGH THE TEXAS	§	
COMMISSION ON ENVIRONMENTAL	§	
QUALITY, <i>A NECESSARY AND</i>	§	
<i>INDISPENSABLE PARTY</i>	§	
	§	
VS.	§	TRAVIS COUNTY, TEXAS
	§	
REPUBLIC WASTE SERVICES OF	§	
TEXAS, LTD., REPUBLIC WASTE	§	
SERVICES OF TEXAS GP, INC.,	§	
REPUBLIC SERVICES, INC. AND KIRK	§	
GRADY, <i>DEFENDANTS</i>	§	200 TH JUDICIAL DISTRICT

HUNT COUNTY’S RESPONSE TO REQUESTS FOR DISCLOSURE FROM DEFENDANTS REPUBLIC WASTE SERVICES OF TEXAS, LTD., REPUBLIC WASTE SERVICES OF TEXAS GP, INC., AND REPUBLIC SERVICES, INC.

TO: Defendants Republic Waste Services of Texas, Ltd., Republic Waste Services of Texas GP, Inc., and Republic Services, Inc., by and through their attorney of record, Tracie J. Renfroe, King & Spalding LLP, 1100 Louisiana, Suite 4000, Houston, Texas 77002-5213.

Hunt County Texas, Plaintiff in the above cause, (“Hunt County” or “Plaintiff”) files its Responses to the Request for Disclosure served by Defendants Republic Waste Services of Texas, Ltd., Republic Waste Services of Texas GP, Inc., and Republic Services, Inc. (collectively “Republic”).

Respectfully submitted,

BAKER • WOTRING LLP

/s/ Earnest W. Wotring
Earnest W. Wotring
State Bar No. 22012400
Debra Tsuchiyama Baker
State Bar No. 15089600
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**ATTORNEYS FOR PLAINTIFF,
HUNT COUNTY, TEXAS**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument has been served on all counsel of record via electronic mail on 23 September 2015

Michael R. Goldman
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*Attorneys for Defendants Republic
Waste Services of Texas, Ltd.,
Republic Waste Services of Texas GP, Inc.,
and Republic Services, Inc.*

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Assistant Attorney General
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Environmental Protection Division
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/s/ John Muir
John Muir

**HUNT COUNTY'S RESPONSE TO REQUESTS FOR DISCLOSURE
DEFENDANTS REPUBLIC WASTE SERVICES OF TEXAS, LTD., REPUBLIC WASTE
SERVICES OF TEXAS GP, INC., AND REPUBLIC SERVICES, INC.**

194.2(a) the correct names of the parties to the lawsuit;

RESPONSE: Hunt County, Texas, The State of Texas acting by and through the Texas Commission on Environmental Quality, *A Necessary and Indispensable Party*, Defendants Republic Waste Services of Texas, Ltd., Republic Waste Services of Texas GP, Inc., Republic Services, Inc., and Kirk Grady

194.2(b) the name, address, and telephone number of any potential parties;

RESPONSE: Hunt County does not currently know of any potential parties not already named in this suit. Hunt County is continuing its investigation and will supplement its response if additional potential parties are discovered.

194.2(c) the legal theories and, in general, the factual bases of the responding party's claims or defenses (the responding party need not marshal all evidence that may be offered at trial);

RESPONSE: Plaintiff is entitled to bring suit by its own attorney for civil penalties against any person who committed or is committing “a violation or threat of violation of Chapter 16, 26, or 28 of this code, Chapter 361, 371, 372, or 382, Health and Safety Code ... under the commission’s jurisdiction ... or a rule adopted or an order or a permit issued under those chapters or provisions has occurred or is occurring in the jurisdiction of a local government ... in the same manner as the commission” Tex. Water Code § 7.351(a).

Chapter 361 of the Texas Health and Safety Code contains the Texas Solid Waste Disposal Act. Under Health & Safety Code § 361.024, the TCEQ may adopt rules consistent with the Solid Waste Disposal Act. Those rules are found in Chapter 30 of the Texas Administrative Code (“TAC”).

Defendants have violated TCEQ rules 30 TAC § 330.7, 30 TAC § 335.2 and 30 TAC § 335.4.

Under 30 TAC § 330.7 it is a violation to “cause, suffer, allow, or permit any activity of storage, processing, removal, or disposal of any solid waste unless such activity is authorized by a permit or other authorization from the commission.” 30 Tex. Admin. Code § 330.7(a).

Under 30 TAC § 335.2 it is a violation to “cause, suffer, allow, or permit any activity of storage, processing, or disposal of any industrial solid waste or municipal hazardous waste unless such activity is authorized by a permit, amended permit, or other authorization from the Texas Commission on Environmental Quality (Commission) or its predecessor agencies, the Department of State Health Services (DSHS), or other valid authorization from a Texas state agency.” 30 Tex. Admin. Code § 335.2.

Under 30 TAC § 335.4(1) it is a violation to “cause, suffer, allow, or permit the collection, handling, storage, processing, or disposal of industrial solid waste or municipal hazardous waste

in such a manner so as to cause the discharge or imminent threat of discharge of industrial solid waste or municipal hazardous waste into or adjacent to the waters in the state without obtaining specific authorization” from the TCEQ. 30 Tex. Admin. Code § 335.4(1).

Under 30 TAC § 335.4(2) it is a violation to “cause, suffer, allow, or permit the collection, handling, storage, processing, or disposal of industrial solid waste or municipal hazardous waste in such a manner so as to cause the creation and maintenance of a nuisance.” 30 Tex. Admin. Code § 335.4(2).

Under 30 TAC § 335.4(3) it is a violation to “cause, suffer, allow, or permit the collection, handling, storage, processing, or disposal of industrial solid waste or municipal hazardous waste in such a manner so as to cause the endangerment of the public health and welfare.” 30 Tex. Admin. Code § 335.4(3).

Defendants have also violated Water Code §§ 26.121(a)(c)(d)&(e).

Under Water Code § 26.121(a)(1), except as authorized by the TCEQ, it is a violation to “discharge sewage, municipal waste, recreational waste, agricultural waste, or industrial waste into or adjacent to any water in the state.” Tex. Water Code § 26.121(a)(1).

Under Water Code § 26.121(a)(2), except as authorized by the TCEQ, it is a violation to “discharge other waste into or adjacent to any water in the state which in itself or in conjunction with any other discharge or activity causes, continues to cause, or will cause pollution of any of the water in the state.” Tex. Water Code § 26.121(a)(2).

Under Water Code § 26.121(a)(3), except as authorized by the TCEQ, it is a violation to “commit any other act or engage in any other activity which in itself or in conjunction with any other discharge or activity causes, continues to cause, or will cause pollution of any of the water in the state.” Tex. Water Code § 26.121(a)(3).

Under Water Code § 26.121(c), it is a violation to “cause, suffer, allow, or permit the discharge of any waste or the performance of any activity in violation of this chapter or of any permit or order of the commission.” Tex. Water Code § 26.121(c).

Under Water Code § 26.121(d), except as authorized by the TCEQ, it is a violation to “discharge any pollutant, sewage, municipal waste, recreational waste, agricultural waste, or industrial waste from any point source into any water in the state.” Tex. Water Code § 26.121(d).

Under Water Code § 26.121(e), it is a violation to “cause, suffer, allow, or permit the discharge from a point source of any waste or of any pollutant, or the performance or failure of any activity other than a discharge, in violation of this chapter or of any rule, regulation, permit, or other order of the commission.” Tex. Water Code § 26.121(e).

Defendants have caused, suffered, allowed or permitted the discharge of waste and pollutants from the Property in violation of § 26.121.

On information and belief, Defendants have violated Water Code § 26.266. Under Water Code § 26.266 it is a violation if an owner, operator or person in charge of a facility does not “immediately

undertake all reasonable actions to abate and remove the discharge or spill” of hazardous substances. Defendants have not undertaken reasonable actions to abate or remove any discharges or spills from the Property and are, therefore in violation of § 26.266 for every day since the first discharge or spill.

Plaintiff is also entitled to recover its attorney’s fees, court costs, and investigative costs. Tex. Water Code § 7.108.

Kirk Grady acquired 100% ownership in the 50.558 acre tract of land, located on FM 1568 which is the subject of this suit (the “Property”) on October 30, 2000. On information and belief, prior to or during the period of his ownership, solid waste came to be located on the Property without authorization from the TCEQ or other government agency.

Republic acquired the Property by Special Warranty Deed dated January 17, 2002. On information and belief, at the time of the purchase, solid waste was located on the Property without authorization from the TCEQ or other government agency.

At the time it acquired the Property, Republic knew or should have known that solid waste was stored on the Property in violation of state law. From the date of purchase until the date of filing of this lawsuit, solid waste continues to be unlawfully stored on the Property, and Republic has not obtained a permit or other authorization for the storage or disposal of solid waste on the Property.

On information and belief, the solid waste stored or disposed on the property contains one or more hazardous substances.

The solid waste has been on the Property since at least January 17, 2002 uncontained and exposed to the elements. As such it presents an imminent threat of discharge into or adjacent to the water in the State of Texas and constitutes a nuisance and an endangerment of the public health and welfare on a daily basis.

194.2(d) the amount and any method of calculating economic damages;

RESPONSE: Hunt County seeks civil penalties which are neither damages nor economic damages. The penalty range is determined by statute, and therefore, Hunt County is not required to detail the method of calculating these penalties. However, by way of example and without waiving the foregoing, Hunt County is entitled to recover penalties for violations of the above-referenced statutes and rules in the amount of no less than \$50 and no more than \$25,000 for each day of each violation from September 1, 1997 to present.

Hunt County will seek up to the maximum amount. For each defendant, for each statute or rule violated, the amount of penalty is calculated by multiplying the number of days of that violation by the daily penalty amount determined by the trier of fact. This calculation is repeated for each violation of each statute or rule, and the total penalty for a given defendant is calculated by adding the penalty amounts for each statute or rule which was violated. By way of illustration only, if the trier of fact finds that defendant A violates Texas Water Code § 26.121(a) for 124 days and also violates 30 Tex. Admin. Code § 335.4 for 275 days and assesses a penalty of \$10,000 per day for violation of § 26.121(a) and \$20,000 per day for violation of § 335.2, the penalty calculation would

be $124 \times \$10,000 = \$1,240,000$ and $275 \times 20,000 = \$5,500,000$, for a total of \$6,740,000. If the maximum allowable under the statutes is awarded by the jury, the penalty using this illustration would be \$9,975,000. By law, all penalties will be awarded one-half to Hunt County and one-half to the State of Texas. Tex. Water Code § 7.107.

Hunt County is also entitled to court costs, attorney's fees and costs for outside counsel for bringing this action for recovery of penalties as well as the investigative costs. Tex. Water Code § 7.108. Hunt County will provide its calculation of attorney's fees in compliance with the Texas Rules of Civil Procedure and any scheduling order. The State of Texas is also entitled to attorney's fees and costs. Tex. Water Code § 7.108.

194.2(e) The name, address, and telephone number of persons having knowledge of relevant facts, and a brief statement of each identified person's connection with the case.

RESPONSE: The following persons have a connection with the case because they are employees of Hunt County, or a division of Hunt County.

Richard Hill, Director Hunt County Homeland Security,
David Alexander, Hunt County Homeland Security.

Mr. Hill and Mr. Alexander are employees of Plaintiff Hunt County and as such can be contacted through counsel for Hunt County. Mr. Hill and Mr. Alexander were involved in the investigation of the property which is the subject of this case.

Barry Weaver

Based on information from Republic, Mr. Weaver is employed by Republic as the Operations Manager at the Maloy Landfill and may possess information regarding the parcel at suit. Mr. Weaver may be contacted through counsel for Republic.

Lanny Caffee

Based on information from Republic, Mr. Caffee was formerly employed by Republic as a Division Manager and may possess information regarding the Maloy landfill and the parcel at suit. Mr. Caffee may be contacted through counsel for Republic.

Kirk Grady

Mr. Grady is the former owner of the property which is the subject of this case and is believed to have information regarding the condition of the property during his ownership and at the time of sale to Republic.

194.2(f) For any testifying expert:

- (1) the expert's name, address, and telephone number;
- (2) the subject matter on which the expert will testify;
- (3) the general substance of the expert's mental impressions and opinions and a brief summary of the basis for them, or if the expert is not retained by,

employed by, or otherwise subject to the control of the responding party, documents reflecting such information;

(4) if the expert is retained by, employed by, or otherwise subject to the control of the responding party:

(A) all documents, tangible things, reports, models, or data compilations that have been provided to, reviewed by, or prepared by or for the expert in anticipation of the expert's testimony; and

(B) the expert's current resume and bibliography.

RESPONSE: Hunt County will comply with the Texas Rules of Civil Procedure and any scheduling order of the Court for providing the required information for expert witnesses.

194.2(g) any indemnity and insuring agreements described in Rule 192.3(f);

RESPONSE: None.

194.2(h) any settlement agreements described in Rule 192.3(g);

RESPONSE: None.

194.2(i) any witness statements described in Rule 192.3(h);

RESPONSE: None

EXHIBIT 5

No. D-1-GN-15-002833

HUNT COUNTY, TEXAS, <i>PLAINTIFF</i> ,	§	IN THE DISTRICT COURT OF
THE STATE OF TEXAS, ACTING BY	§	
AND THROUGH THE TEXAS	§	
COMMISSION ON ENVIRONMENTAL	§	
QUALITY, <i>A NECESSARY AND</i>	§	
<i>INDISPENSABLE PARTY</i>	§	
VS.	§	TRAVIS COUNTY, TEXAS
	§	
REPUBLIC WASTE SERVICES OF	§	
TEXAS, LTD., REPUBLIC WASTE	§	
SERVICES OF TEXAS GP, INC.,	§	
REPUBLIC SERVICES, INC. AND KIRK	§	
GRADY, <i>DEFENDANTS</i>	§	200 TH JUDICIAL DISTRICT

**PLAINTIFF HUNT COUNTY, TEXAS' SUPPLEMENTAL ANSWERS TO
DEFENDANT KIRK GRADY'S SECOND SET OF INTERROGATORIES**

TO: Defendant Kirk Grady, by and through his attorneys of record, Michael R. Goldman, Guida, Slavich & Flores, P.C., 750 N. St. Paul Street, Suite 200, Dallas, Texas 75201.

COMES NOW, HUNT COUNTY, TEXAS, Plaintiff in the above styled action, and provides its First Supplemental Answers to Defendant KIRK GRADY'S Second Set of Interrogatories as follows:

Respectfully submitted,

BAKER • WOTRING LLP

/s/ John Muir
 Earnest W. Wotring
 State Bar No. 22012400
 Debra Tsuchiyama Baker
 State Bar No. 15089600
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Email: kdow@bakerwotring.com

**ATTORNEYS FOR PLAINTIFF,
HUNT COUNTY, TEXAS**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing instrument has been served via regular mail and e-mail on all counsel of record in accordance with the Texas Rules of Civil Procedure on May 16, 2016 as indicated below.

Michael R. Goldman
GUIDA, SLAVICH & FLORES, P.C.
750 N. St. Paul Street, Suite 200
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*Attorneys for Defendants Republic
Waste Services of Texas, Ltd.,
Republic Waste Services of Texas GP, Inc.,
and Republic Services, Inc.*

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Assistant Attorney General
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/s/ John Muir

John Muir

INTERROGATORIES

INTERROGATORY NO. 22.

State the number of days You contend that Grady violated the Texas Health and Safety Code and the rules issued pursuant to each as alleged in Paragraphs 16-18 of Plaintiff's Original Petition.

ANSWER: Hunt County objects to Interrogatories 22 - 24 because under Rule 190.2(c)(3), no party may serve more than 25 written interrogatories with each discrete subpart counting as a separate interrogatory. Defendant Grady's First Set of Interrogatories exceeded 25 including discrete subparts. Hunt County further objects to this request as being premature, especially since Defendant Grady has not produced relevant documents which Hunt County has requested related to the disposition of Solid Waste during his ownership on the property which is the subject of this suit.

Subject to and without waiver of the foregoing objections, Hunt County contends in this matter that Grady violated 30 TAC § 281.25(a)(4) and 40 CFR § 122.26(a)(1)(ii) by failing to have a storm water permit for the Property and the Texas Health and Safety Code rules as alleged in Hunt County's petition every day from the beginning of the operations on September 1, 1998 until his sale of the Property on January 16, 2002, a total of 1233 days. Please refer to Hunt County's response to interrogatory number 24 for additional information about Hunt County's contentions in this matters.

INTERROGATORY NO. 23.

State the number of days You contend that Grady violated the Texas Water Code and the rules issued pursuant to each as alleged in Paragraph 19-21 of Plaintiff's Original Petition.

ANSWER: Hunt County objects to Interrogatories 22 - 24 because under Rule 190.2(c)(3), no party may serve more than 25 written interrogatories with each discrete subpart counting as a separate interrogatory. Defendant Grady's First Set of Interrogatories exceeded 25 including discrete subparts. Hunt County further objects to this request as being premature, especially since Defendant Grady has not produced relevant documents which Hunt County has requested related to the disposition of Solid Waste during his ownership on the property which is the subject of this suit.

Subject to and without waiver of the foregoing objections, Hunt County contends in this matter that Grady violated 30 TAC § 281.25(a)(4) and 40 CFR § 122.26(a)(1)(ii) by failing to have a storm water permit for the Property and the Texas Health and Safety Code rules as alleged in Hunt County's petition every day from his obtaining an ownership interest in the Property from the beginning of the operations on September 1, 1998 until his sale of the Property on January 16, 2002, a total of 1233 days. Please refer to Hunt County's response to interrogatory number 24 for additional information about Hunt County's contentions in this matters.

INTERROGATORY NO. 24.

With respect to the allegation in paragraph 8 of Plaintiff's Original Petition that "solid waste came to be located on the Property without authorization from the TCEQ or other government agency" please state the legal theory and/or describe the factual bases for such allegation, including the date

the alleged Solid Waste first came to be located on the Property.

ANSWER: Hunt County objects to Interrogatories 22 - 24 because under Rule 190.2(c)(3), no party may serve more than 25 written interrogatories with each discrete subpart counting as a separate interrogatory. Defendant Grady's First Set of Interrogatories exceeded 25 including discrete subparts. Hunt County also objects because this Interrogatory requires Hunt County to marshal its evidence which is beyond the scope of what is required by the Texas Rules of Civil Procedure. Hunt County further objects to this request as being premature because discovery has not been completed.

Subject to its objections and without waiver of the foregoing objections, Hunt County states that documents produced in this matter and the testimony of the witnesses confirms that Solid Waste was located on the Property as of the beginning of operations on September 1, 1998, was confirmed as still being on the property on November 20, 2001 and stayed on the property through at least August 31, 2015. There is no record of Grady or the Republic Defendants obtaining any permit or authorization for use of the Property to store and handle Solid Waste. Discovery is on-going, and Hunt County will supplement its response to this interrogatory as permitted by the Texas Rules of Civil Procedure.

EXHIBIT 6

No. D-1-GN-15-002833

HUNT COUNTY, TEXAS, <i>PLAINTIFF</i> ,	§	IN THE DISTRICT COURT OF
THE STATE OF TEXAS ACTING BY AND	§	
THROUGH THE TEXAS COMMISSION	§	
ON ENVIRONMENTAL QUALITY, <i>A</i>	§	
<i>NECESSARY AND INDISPENSABLE PARTY</i>	§	
	§	
VS.	§	TRAVIS COUNTY, TEXAS
	§	
REPUBLIC WASTE SERVICES OF	§	
TEXAS, LTD., REPUBLIC WASTE	§	
SERVICES OF TEXAS GP, INC.,	§	200th JUDICIAL DISTRICT
REPUBLIC SERVICES, INC. AND KIRK	§	
GRADY, <i>DEFENDANTS</i> .	§	

**PLAINTIFF HUNT COUNTY TEXAS’
FIRST AMENDED PETITION**

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff Hunt County Texas (“Plaintiff” or “Hunt County”) files this First Amended Petition. In support thereof, Hunt County would show this Court as follows:

A. Introduction

The Texas Legislature, as elected representatives of the people of Texas, passed laws which provide for civil penalties for releases, and threatened releases, of contaminants to the waters of the State of Texas, including surface water and subsurface groundwater.

The Texas Legislature has granted Hunt County the right to enforce the laws and rules which protect the residents of Hunt County and penalize those responsible for polluting the waters in Hunt County. Defendants have failed to satisfy their statutory duties, and are responsible for the pollution of the waters of Texas at issue in this suit.

B. Discovery

1. Plaintiffs will conduct discovery under Level 3 of Texas Rule of Civil Procedure 190.

C. Parties

2. Plaintiff, Hunt County, Texas, is a political subdivision of the State of Texas and is authorized to bring this suit pursuant to Texas Water Code § 7.351.

3. The State of Texas, acting by and through the Texas Commission on Environmental Quality (“TCEQ”), is a necessary and indispensable party in a suit by a local government to recover civil penalties under Subchapter H of the Texas Water Code. The State has appeared in this lawsuit.

4. Defendant Republic Waste Services of Texas, Ltd. (“Republic Ltd.”) is a domestic limited partnership doing business in the State of Texas. Republic Ltd. has already appeared in this lawsuit.

5. Defendant Republic Waste Services of Texas GP, Inc. (“Republic GP”) is a foreign for-profit corporation, doing business in the State of Texas. Republic GP has already appeared in this lawsuit.

6. Defendant Republic Services, Inc. (“Republic Inc.”) is a foreign for-profit corporation, doing business in the State of Texas. Republic Inc. has already appeared in this lawsuit. Defendants Republic Inc., Republic GP and Republic Ltd. are collectively referred to herein as Republic.

7. Defendant Kirk Grady (“Grady”) is a resident of the State of Texas. Grady has already appeared in this lawsuit.

D. Background

8. The property which is the subject of this lawsuit is a 50.558 acre tract of land, located on FM 1568 (the "Property").¹ Grady obtained an ownership interest in the Property starting on August 14, 1998. On January 3, 2000, Grady acquired 100% ownership in the Property. During his ownership of the Property, solid waste came to be located on the Property without authorization from the TCEQ or other government agency. In addition, during his ownership of the Property, the Property was operated for industrial purposes, without a storm water permit as required by the TCEQ Rules.

9. Grady sold the Property to Republic on January 16, 2002, and Republic acquired the Property by Special Warranty Deed dated January 17, 2002. At the time of the purchase, solid waste was located on the Property without authorization from the TCEQ or other government agency.

10. At the time it acquired the Property, Republic knew or should have known that solid waste was stored on the Property in violation of state law. From the date of purchase until the date of filing of this lawsuit, solid waste continues to be unlawfully stored on the Property, and Republic has not obtained a permit or other authorization for the storage or disposal of solid waste on the Property. In addition, from the date of purchase until the date of filing of this lawsuit, Republic failed to have a storm water permit for the Property as required by the TCEQ Rules.

11. The solid waste stored or disposed on the Property contains one or more hazardous substances.

12. The solid waste has been on the Property since at least September 1, 1998 uncontained and exposed to the elements. As such it presents an imminent threat of discharge into

¹ According to the records of the Hunt County Appraisal District, the property identification number is 34124 and the legal description is A0910 Robinson R, Tract 13, 50.558 acres attached as Exhibit A.

or adjacent to the water in the State of Texas and constitutes a nuisance and an endangerment of the public health and welfare on a daily basis.

E. Jurisdiction and Venue

13. Defendant Republic Ltd. is a domestic limited partnership doing business in the State of Texas. The Court has subject matter jurisdiction over this case pursuant to Texas Water Code Ann. § 7.351. Venue is proper in Travis County pursuant to Texas Water Code § 7.105(c).

14. Hunt County has standing to bring this suit under Texas Water Code § 7.351(a) which provides that a local government may institute a civil suit in the district court for injunctive relief or civil penalty, or both, against any person who committed, is committing, or is threatening to commit a violation of Chapters 16, 26 or 28 of the Texas Water Code, Chapters 361, 371, 372 or 382 of the Texas Health and Safety Code or a rule, order or permit issued under those chapters, in the jurisdiction of the local government.

F. Causes of Action

15. Civil Penalties – Under its authority to enforce environmental laws and regulations pursuant to Texas Water Code § 7.351(a), Hunt County sues Defendants for civil penalties for violations of the Texas Water Code (“Water Code”), the Texas Health and Safety Code (“Health & Safety Code”) and the rules issued pursuant to each.

Texas Health & Safety Code Violations

16. Chapter 361 of the Texas Health and Safety Code contains the Texas Solid Waste Disposal Act. Under Health & Safety Code § 361.024, the TCEQ may adopt rules consistent with the Solid Waste Disposal Act. Those rules are found in Chapter 30 of the Texas Administrative Code (“TAC”).

17. Defendants have violated TCEQ rules 30 TAC § 330.7, 30 TAC § 335.2 and 30 TAC § 335.4.

- a. Under 30 TAC § 330.7 it is a violation to “cause, suffer, allow, or permit any activity of storage, processing, removal, or disposal of any solid waste unless such activity is authorized by a permit or other authorization from the commission.”²
- b. Under 30 TAC § 335.2 it is a violation to “cause, suffer, allow, or permit any activity of storage, processing, or disposal of any industrial solid waste or municipal hazardous waste unless such activity is authorized by a permit, amended permit, or other authorization from the Texas Commission on Environmental Quality (Commission) or its predecessor agencies, the Department of State Health Services (DSHS), or other valid authorization from a Texas state agency.”³
- c. Under 30 TAC § 335.4(1) it is a violation to “cause, suffer, allow, or permit the collection, handling, storage, processing, or disposal of industrial solid waste or municipal hazardous waste in such a manner so as to cause the discharge or imminent threat of discharge of industrial solid waste or municipal hazardous waste into or adjacent to the waters in the state without obtaining specific authorization” from the TCEQ.⁴
- d. Under 30 TAC § 335.4(2) it is a violation to “cause, suffer, allow, or permit the collection, handling, storage, processing, or disposal of industrial solid

² 30 Tex. Admin. Code § 330.7(a).

³ 30 Tex. Admin. Code § 335.2.

⁴ 30 Tex. Admin. Code § 335.4(1).

waste or municipal hazardous waste in such a manner so as to cause the creation and maintenance of a nuisance.”⁵

- e. Under 30 TAC § 335.4(3) it is a violation to “cause, suffer, allow, or permit the collection, handling, storage, processing, or disposal of industrial solid waste or municipal hazardous waste in such a manner so as to cause the endangerment of the public health and welfare.”⁶

18. Defendants have caused, suffered, allowed, or permitted the collection, handling, storage, processing or disposal of industrial solid waste on the Property without permit or other authorization and in such a manner as to cause the discharge or imminent threat of discharge into or adjacent to the waters in the state and constitutes a nuisance and an endangerment of the public health and welfare.

Texas Water Code Violations

19. Defendants have also violated Water Code §§ 26.121(a)(c)(d)&(e).

- a. Under Water Code § 26.121(a)(1), except as authorized by the TCEQ, it is a violation to “discharge sewage, municipal waste, recreational waste, agricultural waste, or industrial waste into or adjacent to any water in the state.”⁷
- b. Under Water Code § 26.121(a)(2), except as authorized by the TCEQ, it is a violation to “discharge other waste into or adjacent to any water in the state which in itself or in conjunction with any other discharge or activity

⁵ 30 Tex. Admin. Code § 335.4(2).

⁶ 30 Tex. Admin. Code § 335.4(3).

⁷ Tex. Water Code § 26.121(a)(1).

causes, continues to cause, or will cause pollution of any of the water in the state.”⁸

- c. Under Water Code § 26.121(a)(3), except as authorized by the TCEQ, it is a violation to “commit any other act or engage in any other activity which in itself or in conjunction with any other discharge or activity causes, continues to cause, or will cause pollution of any of the water in the state.”⁹
- d. Under Water Code § 26.121(c), it is a violation to “cause, suffer, allow, or permit the discharge of any waste or the performance of any activity in violation of this chapter or of any permit or order of the commission.”¹⁰
- e. Under Water Code § 26.121(d), except as authorized by the TCEQ, it is a violation to “discharge any pollutant, sewage, municipal waste, recreational waste, agricultural waste, or industrial waste from any point source into any water in the state.”¹¹
- f. Under Water Code § 26.121(e), it is a violation to “cause, suffer, allow, or permit the discharge from a point source of any waste or of any pollutant, or the performance or failure of any activity other than a discharge, in violation of this chapter or of any rule, regulation, permit, or other order of the commission.”¹²

20. Defendants have caused, suffered, allowed or permitted the discharge of waste and pollutants from the Property in violation of § 26.121.

⁸ Tex. Water Code § 26.121(a)(2).

⁹ Tex. Water Code § 26.121(a)(3).

¹⁰ Tex. Water Code § 26.121(c).

¹¹ Tex. Water Code § 26.121(d).

¹² Tex. Water Code § 26.121(e).

21. Defendants have violated Water Code § 26.266. Under Water Code § 26.266 it is a violation if an owner, operator or person in charge of a facility does not “immediately undertake all reasonable actions to abate and remove the discharge or spill” of hazardous substances. Defendants have not undertaken reasonable actions to abate or remove any discharges or spills from the Property and are, therefore in violation of § 26.266 for every day since the first discharge or spill.

Storm Water Permit Violations

22. Defendants have violated TCEQ rule 30 TAC § 281.25(a)(4) and EPA rule 40 Code of Federal Regulations (“CFR”) § 122.26(a)(1)(ii) by causing, suffering, allowing or permitting storm water discharges associated with industrial activity (as defined in 40 CFR § 122.26(b)(14)) without a storm water permit for the Property.

- a. 30 TAC § 281.25(a)(4) requires permits for storm water discharges and adopts by reference 40 CFR § 122.26.
- b. 40 CFR § 122.26(a)(1)(ii) requires a permit for storm water discharges associated with industrial activity.

23. Defendants have violated 30 TAC § 281.25(a)(4) and 40 CFR § 122.26(a)(1)(ii) by causing, suffering, allowing or permitting storm water discharges associated with industrial activities from the Property without a storm water permit.

G. Jury Demand

24. Pursuant to Rule 216 of the Texas Rule of Civil Procedure, Plaintiff Hunt County requests a trial by jury and asserts that it previously paid the applicable jury fee.

H. Relief Sought

25. Water Code § 7.102 provides that any person “who causes, suffers, allows, or permits a violation of a statute, rule, order, or permit [under Water Code Chapter 26, Health & Safety Code Chapter 361] ... shall be assessed for each violation a civil penalty not less than \$50 nor greater than \$25,000 for each day of each violation as the court or jury considers proper. Each day of a continuing violation is a separate violation.”¹³ Hunt County is seeking civil penalties through August 31, 2015.

26. Plaintiff is also entitled to recover its attorney’s fees, court costs and investigative costs.¹⁴

27. Upon final trial of this action, Plaintiff Hunt County requests that the Court grant judgment against Defendants for:

- a. Money judgment for civil penalties as set forth above;
- b. Money judgment for reimbursement of the costs expended by Hunt County for investigation and remediation of the Site;
- c. Attorney’s fees, court costs and investigative fees in connection with this action and any appeal;
- d. Prejudgment and post judgment interest as allowed by law; and
- e. Such additional relief as Hunt County may show itself entitled.

¹³ Tex. Water Code § 7.102.

¹⁴ Tex. Water Code § 7.108.

Respectfully submitted,

BAKER • WOTRING LLP

/s/ Earnest W. Wotring

Earnest W. Wotring
State Bar No. 22012400
Debra Tsuchiyama Baker
State Bar No. 15089600
John Muir
State Bar No. 14630477
700 JPMorgan Chase Tower
600 Travis Street
Houston, Texas 77002
Telephone: (713) 980-1700
Facsimile: (713) 980-1701
Email: ewotring@bakerwotring.com
Email: dbaker@bakerwotring.com
Email: jmuir@bakerwotring.com

**ATTORNEYS FOR PLAINTIFF,
HUNT COUNTY, TEXAS**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing instrument has been served via regular mail and e-mail on all counsel of record in accordance with the Texas Rules of Civil Procedure on May 18, 2016, as indicated below.

Michael R. Goldman
GUIDA, SLAVICH & FLORES, P.C.
750 St. Paul Street, Suite 200
Dallas, Texas 75201
goldman@gsfpc.com
Attorney for Defendant Kirk Grady

Tracie J. Renfroe
R. Bruce Hurley
Andrew M. Stakelum
KING & SPALDING LLP
1100 Louisiana, Suite 4000
Houston, Texas 77002-5213
trenfroe@kslaw.com
bhurley@kslaw.com
astakelum@kslaw.com
*Attorneys for Defendants Republic
Waste Services of Texas, Ltd.,
Republic Waste Services of Texas GP, Inc.,
and Republic Services, Inc.*

Sireesha Chirala
Assistant Attorney General
Office of The Attorney General
Environmental Protection Division
P.O. Box 12548 (MC-066)
Austin, Texas 78711-2548
Sireesha.Chirala@texasattorneygeneral.gov

/s/ Earnest W. Wotring

Earnest W. Wotring

EXHIBIT 7

#13,719

FILED FOR RECORD
at 11:15 o'clock A M

JUN 23 2015

JENNIFER LINDENZWEIG
County Clerk Hunt County TX
By *[Signature]*

PROFESSIONAL SERVICES AGREEMENT
(Contingent Fee Special Counsel for Environmental Litigation)

The Parties to this Agreement are **Hunt County, Texas** (CLIENT) and **Baker • Wotring, L.L.P.** (SPECIAL COUNSEL). The County Attorney has selected SPECIAL COUNSEL.

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. Purpose of Representation

1.01 CLIENT has found a substantial need to employ SPECIAL COUNSEL to assist CLIENT'S attorney in the prosecution of a lawsuit arising under the laws of the State of Texas against one or more of the following: Republic Waste Services of Texas, Ltd., Republic Waste Services of Texas GP, Inc., and Republic Services, Inc. and their corporate affiliates, parents, and subsidiaries, Kirk Grady, and such other defendants as may be added to the litigation (collectively, "Defendants"). The lawsuit concerns the storage of waste and other activities located in Hunt County as set forth in Exhibit "A" attached hereto ("the Sites") and Defendants' violations of the Texas Water Code, Texas Health and Safety Code, the rules promulgated by the Texas Commission on Environmental Quality in Title 30 of the Texas Administrative Code, and any other applicable common law or statutory causes of action, including but not limited to environmental statutes, rules and regulations, including those laws that preceded the current statutes.

1.02 CLIENT has found a substantial need for the legal services which cannot be adequately performed by CLIENT'S attorneys or the attorneys of a governmental entity, nor, because of the nature of the matter for which services will be obtained, can they be reasonably obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter. The estimated amount that may be recovered from the litigation exceeds \$100,000.00.

1.03 Subject to the supervision, direction, and control of the Hunt County Judge, SPECIAL COUNSEL will prosecute a civil case on behalf of CLIENT against Defendants or other defendants deemed necessary to the prosecution of the civil case. In the civil case SPECIAL COUNSEL shall seek necessary and appropriate temporary and permanent injunctive relief, damages, civil penalties, and attorney's fees and such other pecuniary recovery as may be provided for by the laws of the State of Texas and/or any relevant local, state and/or federal statutory and/or common law in connection with the illegal receipt, storage, or disposition of solid or liquid waste or other activities located in Hunt County on the Sites and Defendants' violations of the Texas Water Code, Texas Health and Safety Code, the rules promulgated by the Texas Commission on Environmental Quality in Title 30 of the Texas Administrative Code, and any other applicable common law or statutory causes of action, including but not limited to environmental statutes, rules and regulations including those laws that preceded the current statutes ("the Representation").

1.04 CLIENT has determined pursuant to Local Government Code § 262.024(a)(4) that this Agreement is for *professional services*, requiring work that is predominantly mental or intellectual, rather than physical or manual, requiring special knowledge or attainment and a high order of learning, skill, and academic intelligence.

1.05 The term of this Agreement shall end after the conclusion of the Representation unless either party extends or terminates this Agreement in accordance with its provisions.

1.06 SPECIAL COUNSEL shall prosecute civil environmental cases on behalf of CLIENT against Defendants and seek necessary and appropriate temporary and permanent injunctive relief, damages, civil penalties, and attorney's fees and such other pecuniary recovery as may be provided for by the laws of the State of Texas and/or any relevant local, state and/or federal statutory and/or common law in connection with the storage of waste and other activities at the Sites. The primary attorneys handling this representation will be Debra Tsuchiyama Baker and Earnest W. Wotring. SPECIAL COUNSEL shall furnish the services for the Representation. SPECIAL COUNSEL agrees to perform necessary legal work with reference to the Representation, and will work specifically with the Hunt County Judge or his designee. SPECIAL COUNSEL will work under the supervision, direction, and control of the Hunt County Judge or his designee.

1.07 To enable SPECIAL COUNSEL to provide effective representation, CLIENT agrees to do the following: (1) disclose to SPECIAL COUNSEL, fully and accurately and on a timely basis, all facts and documents within CLIENT's knowledge that are or might be material or that SPECIAL COUNSEL may request, (2) keep SPECIAL COUNSEL apprised on a timely basis of all developments relating to the Representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise cooperate fully with SPECIAL COUNSEL.

1.08 Neither party shall assign, in whole or in part, any duty or obligation of performance under this Agreement, without the express written permission of the other parties, unless otherwise authorized in this Agreement.

1.09 The person or entity that SPECIAL COUNSEL represents is CLIENT, and SPECIAL COUNSEL's attorney-client relationship does not include any related persons or entities. If any potential conflict arises with respect to the Representation, SPECIAL COUNSEL will make full disclosure of the possible effects of such Representation on the professional judgment of each individual associated with SPECIAL COUNSEL working on the Representation. In the event a potential conflict occurs during the course of the Representation, SPECIAL COUNSEL will make full written disclosure of such to the Hunt County Judge.

1.10 It is understood and agreed that SPECIAL COUNSEL's engagement is limited to the Representation. SPECIAL COUNSEL is not being retained as general counsel, and SPECIAL COUNSEL's acceptance of this Agreement does not imply any undertaking to provide legal services other than those set forth in this Agreement.

1.11 Any expressions on SPECIAL COUNSEL's part concerning the outcome of the Representation, or any other legal matters, are based on SPECIAL COUNSEL's professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by SPECIAL COUNSEL's knowledge of the facts and are based on SPECIAL COUNSEL's views of the state of the law at the time they are expressed. SPECIAL COUNSEL has made no promises or guarantees to CLIENT about the outcome of the Representation, and nothing in these terms of engagement shall be construed as such a promise or guarantee.

II. Compensation and Other Matters

2.01 For and in consideration of the services performed under this Agreement, subject to the limitations in this Agreement, CLIENT agrees to pay SPECIAL COUNSEL as follows:

2.02 Any fee payable to SPECIAL COUNSEL will be from the portion of any award, judgment, and/or settlement allocated by law to CLIENT. This Agreement shall not confer upon SPECIAL COUNSEL any rights to any portion of any sum awarded to the State of Texas as a result of the Representation.

2.03. In the event of a judgment against the Defendant(s) and only to the extent collected from any Defendant(s), a fee consisting exclusively of all the attorney's fees awarded pursuant to Section 7.108 of the Texas Water Code or any other statutory basis for recovery of attorney's fees and expenses, and 25% of each additional dollar, if any, in excess of the award of attorney's fees awarded to the CLIENT and collected by SPECIAL COUNSEL. SPECIAL COUNSEL'S fee as set forth in this paragraph is the same regardless of whether the litigation is tried or appealed.

2.04 In the event of a settlement with the Defendant(s), the CLIENT agrees to pay SPECIAL COUNSEL 35% of any settlement to SPECIAL COUNSEL if it does not contain a separate allocation for the award of attorney's fees; or in the event the settlement provides for a separate allocation for the recovery for attorney's fees, SPECIAL COUNSEL shall recover the amount of the settlement designated for attorney's fees to CLIENT plus 25% of each additional dollar awarded to the CLIENT and collected by SPECIAL COUNSEL.

2.05 The amount recovered for purposes of the contingent fee computation in paragraph 2.03 and 2.04 is the amount CLIENT receives before reimbursable expenses are deducted.

2.06 CLIENT shall have the absolute right to settle the case for no penalty, which would yield no contingent fee on penalties to SPECIAL COUNSEL. CLIENT will assign any award of attorney's fees to SPECIAL COUNSEL, who shall have the obligation to collect them from the Defendants. SPECIAL COUNSEL will be responsible for paying all expenses of litigation directly to the vendor, such as, expert witness fees, deposition expenses, and other court costs/fees. CLIENT will not advance any litigation expenses under this Agreement.

2.07 The fee to be paid under this Agreement shall come exclusively out of any

recovery (including but not limited to any attorney's fees and expenses, as well as penalties) awarded in any judgment resulting from the Representation, or any settlement during the Representation, and CLIENT shall be liable to SPECIAL COUNSEL for no more than the fee and reimbursable expenses as described below. CLIENT has specifically allocated and made available from currently budgeted funds the sum of \$0 to discharge any obligations that CLIENT may incur arising out of this Agreement in the event the fee is determined to be prohibited by law.

2.08 It is expressly understood that the fee described above shall be the sole source of compensation to SPECIAL COUNSEL for overhead costs and expenses (with the exception of the reimbursable expenses listed below) and includes, but is not limited to, all costs for secretarial work, including overtime, computer time, meals, clerical filing, and proofreading. SPECIAL COUNSEL agrees that it is neither authorized to seek reimbursement nor is CLIENT obligated to pay for mileage within Hunt County, parking fees, local facsimile (fax) transmissions, use of law library, or other costs or expenses (similar or dissimilar) except for those for which reimbursement is specifically provided for in this Agreement, if any. Expert witness fees, mediation fees, expenses associated with depositions and hearings (such as costs of the transcript, and court reporter or videographer fees), travel outside Hunt County, research and investigation related fees and expenses, Westlaw expenses, and expenses associated with creating demonstrative exhibits or other means of evidence presentation during trial or hearings (such as trial graphics) shall constitute the reimbursable expenses ("the Reimbursable Expenses"). SPECIAL COUNSEL shall advance all the Reimbursable Expenses. All Reimbursable Expenses above \$5000.00 must be approved by CLIENT. Reimbursable Expenses shall be recovered by SPECIAL COUNSEL out of any settlement or judgment that arises out of the Representation.

2.09 SPECIAL COUNSEL has been engaged to provide legal services in connection with the Representation, as specifically defined in this Agreement. After completion of the Representation, changes may occur in the applicable laws or regulations that could affect CLIENT's future rights and liabilities in regard to the Representation. Unless SPECIAL COUNSEL is actually engaged after the completion of the Representation to provide additional advice on such issues, SPECIAL COUNSEL has no continuing obligation to give advice with respect to any future legal developments that may pertain to the Representation other than the continuing obligations set out in this Agreement.

2.10 At the conclusion of the Representation, SPECIAL COUNSEL will return to CLIENT any documents that SPECIAL COUNSEL is specifically requested to return. As to any documents so returned, SPECIAL COUNSEL may elect to keep a copy of the documents in SPECIAL COUNSEL's stored files. CLIENT owns all final work product generated from the Representation.

2.11 Any notice required or permitted to be given by the CLIENT to SPECIAL COUNSEL hereunder may be given by hand delivery, facsimile, email, or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Attn: Debra Tsuchiyama Baker
Earnest W. Wotring
Baker • Wotring, L.L.P.
700 J. P. Morgan Chase Tower
600 Travis
Houston, Texas 77002-2026
Fax: 713.980.1701
Email: dbaker@connellybaker.com and
ewotring@connellybaker.com

Any notice required or permitted to be given by SPECIAL COUNSEL to the CLIENT hereunder may be given by hand delivery, facsimile, email, or certified United States Mail, postage or fee prepaid, return receipt requested, addressed to:

Hunt County Judge John Horn
Hunt County Courthouse
2507 Lee St., 2nd Floor
Greenville, Texas 75401
(903) 408-4146
Fax: (903) 408-4299

Such notices shall be considered given and complete upon successful transmission or upon deposit in the United States Mail.

2.12 SPECIAL COUNSEL affirmatively consents to the disclosure of its email addresses that are provided to CLIENT. This consent is intended to comply with the requirements of the Texas Public Information Act, TEX GOV'T CODE ANN. § 552.137, *et seq.*, as amended, and shall survive termination of this Agreement. This consent shall apply to email addresses provided by SPECIAL COUNSEL and agents acting on SPECIAL COUNSEL's behalf and shall apply to any email address provided in any form for any reason whether related to this Agreement or otherwise.

2.13 It is expressly understood that SPECIAL COUNSEL has no authority to settle or otherwise compromise the position of CLIENT or any of its officers. CLIENT retains all authority to settle the case.

2.14 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of CLIENT.

2.15 If any provision of this Agreement is held in whole or in part to be unenforceable, void, or voidable for any reason then such provision will be modified to reflect the parties' intention and to make the provision enforceable. It is the parties' intention that the suit against Defendants shall continue regardless of whether any single part of this Agreement is unenforceable, void or voidable. In the event that one or more provision of this Agreement is

held unenforceable, all remaining provisions of this Agreement that have not been determined by a court as being unenforceable, void, or voidable shall remain in full force and effect.

III. Required Recitals

3.01 This Agreement is effective only after review and approval by the Comptroller for the State of Texas.

3.02 SPECIAL COUNSEL shall keep current and complete written time and expense records that describe in detail the time and money spent each day in performing under this Agreement as required by Section 2254.104(a) Texas Government Code.

3.03 At any time upon request, SPECIAL COUNSEL shall permit CLIENT'S attorney, CLIENT'S governing body, other governing officials, the Attorney General for the State of Texas, the State Auditor, or any other appropriate official, to inspect or obtain copies of the time and expense records kept in accordance with Section 3.02, as required by Section 2254.104(b) Texas Government Code.

3.04 Upon conclusion of any matter for which SPECIAL COUNSEL was retained, SPECIAL COUNSEL shall provide CLIENT with a complete written statement that describes the outcome of the matter, states the amount of any recovery, shows SPECIAL COUNSEL'S computation of the amount of the contingent fee, and contains the final complete time and expense records, as required by Section 2254.104(c) Texas Government Code. The complete written statement required under this section is public information under Chapter 552 of the Texas Government Code and may not be withheld from a requester under that chapter under Section 552.103 or any other exception from required disclosure.

3.05 All time and expense records kept in accordance with Section 3.02 are public information subject to required disclosure under Chapter 552.103 of the Texas Government Code. Information contained in the time and expense records may be withheld from a member of the public under Section 552.103 of the Texas Government Code only if, in addition to meeting the requirements of Section 552.103 of the Texas Government Code, the chief legal officer or employee of CLIENT determines that withholding the information is necessary to protect County's strategy or position in pending or reasonably anticipated litigation. If any information is withheld in accordance with this Section, CLIENT shall segregate said information from information that is subject to required public disclosure.

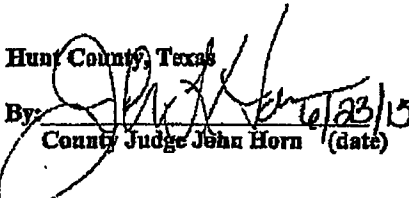
3.06 The amount recovered for purposes of the contingent fee computation is considered to be the amount obtained before expenses are deducted.

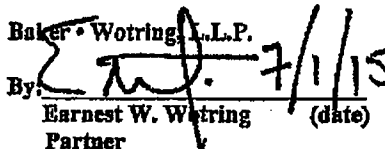
3.07 Any subcontracted legal or support services performed by a person who is not a partner or employee of SPECIAL COUNSEL is an expense subject to reimbursement only after receiving written permission from CLIENT and only in accordance with Subchapter C, Chapter 2254 of the Texas Government Code.

3.08 The amount of the contingent fee and reimbursement of expenses under this Agreement will be computed in accordance with Subchapter C, Chapter 2254 of the Texas Government Code, SPECIAL COUNSEL'S contingent fee is limited to the lesser of 35% of the amount recovered by CLIENT or four times SPECIAL COUNSEL'S base fee, as that term is used in Texas Government Code § 2254.106. Because of the expected difficulties in performing the work under this Agreement, the amount of expenses expected to be risked by SPECIAL COUNSEL, the expected risk of no recovery, and the expected long delay in recovery, a reasonable multiplier for the base fee in this matter is four. SPECIAL COUNSEL'S reasonable hourly rate for the work performed under the Agreement is \$900 an hour for partners, \$500 per hour for non-partners, and \$200 per hour for paralegals or law clerks based on the relevant experience, demonstrated ability, and standard hourly billing rates for these attorneys, paralegals, and law clerks at SPECIAL COUNSEL. These rates apply to the subcontracted work performed, if any, by an attorney, law clerk, or paralegal. The base fee will be computed pursuant to Chapter C, Section 2254 of the Texas Government Code by multiplying the number of hours the attorney, paralegal, or law clerk worked in providing legal or support services for the CLIENT times the reasonable hourly rate for the work performed by the attorney, paralegal, or law clerk. The base fee is computed by adding the resulting amounts. The computation of the base fee does not include hours or costs attributable to work performed by a person who is not a contracting attorney or a partner, shareholder, or employee of a contracting attorney or law firm.

3.09 Reimbursement of subcontracted work, if any, under Texas Government Code Section 2254.107 shall meet the requirements of Chapter 2254 of the Texas Government Code, including Texas Government Code Section 2254.106(a) requirements, without regard to the expected or actual amount of recovery under this Agreement.

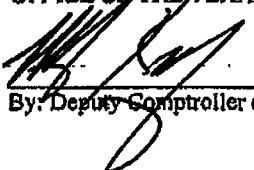
3.10 Payment of fees and expenses will be governed by the requirements set forth in Chapter 2254 of the Texas Government Code, including Section 2254.105(5) and all other applicable sections.

Hunt County, Texas
By:  7/23/15
County Judge John Horn (date)

Baker • Wotring, L.L.P.
By:  7/1/15
Earnest W. Wotring (date)
Partner

APPROVED BY:

OFFICE OF THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS:


By: Deputy Comptroller or his designee

7/10/15
Date

Exhibit A

That certain 50.558 acre, more or less, tract of land located at FM 1568 Commerce, Texas 75428, described as AO910 Robinson R, Tract 13, with Hunt County Appraisal District property ID 34124, and anywhere that hazardous substances, chemicals, liquid or solid waste or their constituents, or other contaminants or pollutants from said property may have migrated, been moved or have come to be located within Hunt County, including the areal extent of such contamination and all suitable areas in very close proximity to the contamination necessary for implementation of any necessary response action.

RESOLUTION NO. # 13, 719

A RESOLUTION MAKING THE WRITTEN FINDINGS REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2254.103(d); GRANTING EXEMPTION UNDER LOCAL GOVERNMENT CODE § 262.024(a)(4); GRANTING AUTHORITY TO THE COUNTY JUDGE TO EXECUTE SAID RESOLUTION AND ATTORNEY CONTRACT; AND AUTHORIZING COUNTY CLERK TO AUTHENTICATE SIGNATURES TO SAID RESOLUTION AND CONTRACT.

A regularly-scheduled meeting of the Hunt County Commissioners' Court was held in Greenville, Texas, on the 23rd day of June 2015, at 10:00 a.m.; a majority of the Court being present and constituting a quorum, the following resolution was adopted;

WHEREAS, it has become known that people and entities in the unincorporated areas of Hunt County, Texas, have illegally dumped, disposed of or stored materials, caused a public nuisance, and/or have released chemicals and other waste into or adjacent to water in the County, in violation of the Texas Health and Safety Code and the Texas Water Code; and

WHEREAS, the Hunt County has considered entering into a contract for legal services subject to Texas Government Code Chapter 2254, Subsection C, and must make written findings as required by Texas Government Code Section 103(d); and,

WHEREAS, Hunt County Commissioners Court has authority pursuant to Local Government Code § 262.024(a)(4) to grant an exemption for professional legal services; and,

WHEREAS, Hunt County Commissioners Court has considered entering into a professional legal services contract that requires work that is predominantly mental or intellectual, rather than physical or manual, requires special knowledge or attainment of a high order of learning, skill, and academic intelligence;

NOW THEREFORE BE IT RESOLVED that the Hunt County Commissioners' Court makes the following findings:

- (1) there is a substantial need for legal services from outside counsel to enforce the Texas Health and Safety Code and the Texas Water Code;
- (2) the legal services cannot be adequately performed by the attorneys and supporting personnel of Hunt County or by the attorneys and supporting personnel of another state governmental entity; and
- (3) the legal services cannot reasonably be obtained from attorneys in private practice under

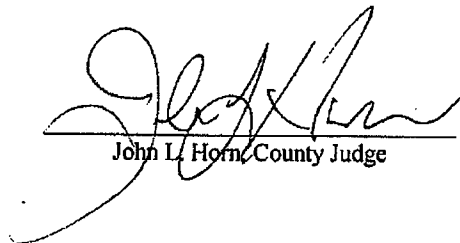
(3) the legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because Hunt County does not have appropriated funds available to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

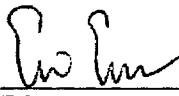
BE IT FURTHER RESOLVED, that the Hunt County Commissioners Court pursuant to Local Government Code § 262.024(a)(4) resolves to grant an exemption for professional legal services;

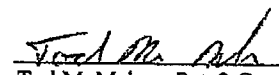
BE IT FURTHER RESOLVED, that the Hunt County Judge, be authorized and is hereby authorized to execute an attorney contract subject to Texas Government Code Chapter 2254, Subsection C.

BE IT FURTHER RESOLVED, that the County Clerk be authorized and is hereby authorized to authenticate the signature of the Hunt County Judge to said resolution or contract.

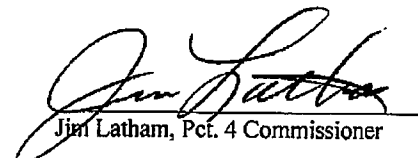
PASSED BY THE COMMISSIONERS' COURT of Hunt County, Texas, at a regularly-scheduled meeting on the 23rd day of June 2015.


John L. Hofm, County Judge


Eric Evans, Pct. 1 Commissioner


Tod McMahan, Pct. 2 Commissioner


Phillip Martin, Pct. 3 Commissioner


Jim Latham, Pct. 4 Commissioner

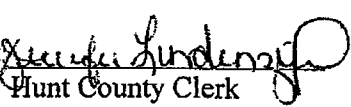
Attest 
Hunt County Clerk



EXHIBIT 8

INVOICE

BAKER WOTRING L.L.P.

700 JPMorgan Chase Tower
600 Travis Street
Houston, TX 77002 USA
(713) 980-1700

Hunt County, Texas

August 19, 2015
Tax ID#: 76-0692187
File #: 2911-001
Invoice No. 118275

Attention:

RE: Hunt County, Texas v. Republic Waste

For Services Rendered Through July 31, 2015

FEES

04/29/15	EWV	7.50	Analysis/Strategy: Prepare for and attend meeting with [REDACTED] and John Muir regarding [REDACTED].
04/30/15	EWV	1.50	Analysis/Strategy: Draft and revise [REDACTED] and legal and factual analysis with John Muir.
04/30/15	JM	0.80	Analysis/Strategy: Further attention to [REDACTED] for [REDACTED].
05/01/15	JM	2.10	Fact Investigation/Development: Attention to research regarding [REDACTED]; review and comment on proposed [REDACTED] and exhibits to same.
05/01/15	WDG	1.30	Case Assessment, Development and Administration: Begin drafting [REDACTED]; work with Earnest Wotring regarding same.
05/04/15	EWV	1.50	Fact Investigation/Development: Legal and factual analysis with John Muir regarding drafting [REDACTED]; meet with Adam Rodriguez regarding [REDACTED] prior to filing.

HC000275

05/04/15	JM	3.10	Pleadings: Attention [REDACTED] to same; research regarding [REDACTED] and begin drafting petition.
05/04/15	WDG	1.60	Analysis/Strategy: Edit and revise [REDACTED]; research legal issues regarding same.
05/05/15	EWV	1.50	Fact Investigation/Development: Revise and edit [REDACTED]; legal and factual analysis with John Muir regarding future handling.
05/05/15	JM	3.50	Pleadings: Continue research on claims and drafting [REDACTED] Republic Waste Services; attention to [REDACTED] and [REDACTED].
05/06/15	EWV	2.00	Fact Investigation/Development: Revise, edit, and transmit proposed [REDACTED] to Hunt County; legal and factual analysis regarding [REDACTED] with [REDACTED] and John Muir; discussion with Mr. Muir regarding drafting of [REDACTED].
05/06/15	JM	4.30	Pleadings: Attention to permits for [REDACTED] in Hunt County; draft and revise [REDACTED].
05/07/15	EWV	1.00	Fact Investigation/Development: Telephone call with [REDACTED] regarding [REDACTED] with Hunt County and future handling; legal and factual analysis with John Muir regarding filing [REDACTED] and future handling.
05/07/15	JM	3.60	Pleadings: Revise Hunt County [REDACTED] and research other Hunt County [REDACTED]; correspondence to Earnest Wotring regarding same.
05/08/15	EWV	0.70	Fact Investigation/Development: Revise and edit [REDACTED].
05/12/15	EWV	2.00	Fact Investigation/Development: Legal and factual analysis with David George and John Muir regarding [REDACTED]; begin drafting [REDACTED].
05/12/15	WDG	0.80	Analysis/Strategy: Research legal issues regarding [REDACTED].

05/13/15 EWW 1.50 Fact Investigation/Development: Communicate client regarding [REDACTED] and begin drafting documents [REDACTED].

05/13/15 EWW 2.50 Analysis/Strategy: Prepare for and participate in call with Hunt County client representatives regarding [REDACTED] and obtaining [REDACTED].

05/13/15 JM 2.10 Pleadings: Receipt and consideration of comments and questions [REDACTED]; attention to issues for meeting with [REDACTED] and attention to information for [REDACTED].

05/14/15 EWW 1.50 Fact Investigation/Development: Review and revise draft [REDACTED]; legal and factual analysis with David George and John Muir regarding [REDACTED].

05/14/15 JM 4.20 Pleadings: Revise [REDACTED]; telephone conference with [REDACTED] regarding information for [REDACTED] and revise same; attention to issue of [REDACTED] and research regarding same.

05/14/15 WDG 2.30 Pleadings: Edit and revise [REDACTED]; edit and revise [REDACTED]; research legal issues regarding Hunt County; research legal issues regarding [REDACTED].

05/15/15 EWW 0.70 Fact Investigation/Development: Review possibility of [REDACTED] and need to consider [REDACTED] with John Muir and David George.

05/15/15 JM 2.80 Pleadings: Continue research regarding [REDACTED]; attention to [REDACTED] and potential [REDACTED].

05/18/15 JM 0.50 Other Case Assessment, Development and Administration: Attention to information for [REDACTED]; attention to meeting issues.

05/19/15 JM 2.20 Analysis/Strategy: Prepare for meeting with Hunt County officials.

05/20/15 EWW 1.50 Analysis/Strategy: Revise and edit [REDACTED] and [REDACTED].

05/21/15	EWV	1.50	Analysis/Strategy: Revise and edit [REDACTED] and [REDACTED].
05/21/15	JM	1.20	Fact Investigation/Development: Attention to meeting with [REDACTED]; investigate [REDACTED] for [REDACTED].
05/22/15	EWV	1.50	Analysis/Strategy: Finalizing and submitting [REDACTED].
05/22/15	JM	0.30	Other Case Assessment, Development and Administration: Attention to [REDACTED].
05/22/15	WDG	0.80	Analysis/Strategy: Review correspondence [REDACTED]; correspondence regarding issues related [REDACTED].
05/26/15	JM	1.10	Fact Investigation/Development: Attention to [REDACTED]; attention to case administration issues.
05/26/15	WDG	0.60	Analysis/Strategy: Review correspondence [REDACTED].
05/27/15	JM	0.20	Analysis/Strategy: Receipt and consideration of correspondence from [REDACTED] regarding meeting with [REDACTED] and attention to same.
05/28/15	JM	0.10	Analysis/Strategy: Attention to issues with [REDACTED].
05/29/15	JM	0.10	Analysis/Strategy: Attention to issues with [REDACTED].
06/01/15	EWV	0.70	Fact Investigation/Development: Revise and edit [REDACTED]; review [REDACTED] with John Muir.
06/02/15	JM	1.60	Fact Investigation/Development: Receipt and consideration of documents [REDACTED] and attention to same.

06/05/15 EWW 1.00 Fact Investigation/Development: Review [REDACTED] and draft [REDACTED]; legal and factual review with John Muir.

06/05/15 JM 0.10 Analysis/Strategy: Attention to scheduling [REDACTED].

06/09/15 EWW 1.00 Fact Investigation/Development: Review [REDACTED] and draft [REDACTED].

06/10/15 JM 3.70 Pleadings: Telephone conference [REDACTED] regarding proposed [REDACTED] and current issues [REDACTED]; receipt and consideration [REDACTED] and other information regarding [REDACTED] and attention to revising [REDACTED].

06/12/15 JM 1.20 Pleadings: Attention to additional information regarding [REDACTED] and revise [REDACTED].

06/15/15 EWW 2.00 Fact Investigation/Development: Review comments [REDACTED] and begin redrafting [REDACTED].

06/15/15 EWW 2.50 Analysis/Strategy: Revise and edit [REDACTED]; legal and factual analysis with John Muir regarding same; review [REDACTED] regarding [REDACTED]; revise and edit [REDACTED].

06/15/15 JM 1.70 Fact Investigation/Development: Revise [REDACTED]; attention to [REDACTED] regarding [REDACTED].

06/16/15 EWW 2.00 Fact Investigation/Development: Revise and edit [REDACTED], and revise [REDACTED].

06/16/15 JM 1.80 Pleadings: Additional revisions to [REDACTED] and correspondence [REDACTED]; attention to revisions to [REDACTED].

06/17/15 JM 1.30 Other Case Assessment, Development and Administration: Additional review [REDACTED] issues [REDACTED].

06/17/15	WDG	0.90	Analysis/Strategy: Review and edit [REDACTED]; correspondence regarding same.
06/18/15	EWV	1.00	Fact Investigation/Development: Revise and edit [REDACTED].
06/18/15	JM	1.40	Other Case Assessment, Development and Administration: Complete revisions to [REDACTED] and correspondence [REDACTED].
06/22/15	EWV	0.90	Analysis/Strategy: Revise and edit [REDACTED]; communications with client [REDACTED].
06/22/15	EWV	2.00	Analysis/Strategy: Review draft [REDACTED]; legal and factual analysis with John Muir regarding [REDACTED]; prepare to travel [REDACTED].
06/22/15	JM	0.10	Analysis/Strategy: Attention correspondence regarding [REDACTED].
06/24/15	EWV	0.40	Analysis/Strategy: Revise and edit [REDACTED].
06/24/15	JM	0.10	Fact Investigation/Development: Attention to trip [REDACTED].
06/25/15	EWV	0.40	Analysis/Strategy: Revising and editing [REDACTED].
06/25/15	JM	0.20	Fact Investigation/Development: Telephone conference with [REDACTED] regarding [REDACTED].
06/26/15	JM	0.20	Fact Investigation/Development: Attention to [REDACTED] and [REDACTED]; attention to plans for trip [REDACTED].
06/29/15	EWV	0.40	Analysis/Strategy: Revise and edit [REDACTED].

06/30/15	EWV	11.50	Fact Investigation/Development: Fact Investigation/Development: Travel to Hunt County; meeting with [REDACTED] and meeting with [REDACTED]; review [REDACTED] and return travel to Houston.
06/30/15	JM	11.50	Fact Investigation/Development: Travel to Hunt County; meeting with [REDACTED] and meeting with [REDACTED]; review [REDACTED] and return travel to Houston.
07/01/15	EWV	1.50	Analysis/Strategy: Revise and edit [REDACTED]; communicate with client regarding same.
07/01/15	JM	0.20	Fact Investigation/Development: Attention to [REDACTED].
07/02/15	EWV	2.50	Analysis/Strategy: Revise and edit [REDACTED]; communications with client [REDACTED]; review [REDACTED] regarding [REDACTED].
07/02/15	JM	0.20	Fact Investigation/Development: Attention to [REDACTED].
07/10/15	DTB	3.80	Analysis/Strategy: Attention to [REDACTED] and [REDACTED] issues; attention to discovery issues.
07/10/15	JM	1.00	Pleadings: Receipt and consideration of correspondence [REDACTED] regarding [REDACTED]; legal and factual discussion with Earnest Wotring and revise [REDACTED].
07/11/15	DTB	4.80	Analysis/Strategy: Attention to research and review [REDACTED].
07/13/15	EWV	0.80	Pleadings: Attention to [REDACTED]; legal and factual analysis regarding same with John Muir.
07/13/15	JM	0.70	Pleadings: Revise [REDACTED] and correspondence to clients [REDACTED]; attention to [REDACTED] regarding same.

07/14/15 JM 1.00 Pleadings: Finalize [REDACTED] and attention to [REDACTED].

07/15/15 JM 0.40 Pleadings: Attention to [REDACTED]; telephone conference with [REDACTED] regarding [REDACTED] and request for [REDACTED].

07/16/15 JM 0.30 Pleadings: Correspondence to clients [REDACTED]; [REDACTED] procedure and discovery [REDACTED].

07/17/15 JM 1.00 Pleadings: Draft [REDACTED]; attention to [REDACTED] regarding same.

07/20/15 JM 0.30 Pleadings: Attention to [REDACTED] and correspondence to [REDACTED] regarding same.

07/23/15 JM 0.70 Analysis/Strategy: Telephone conference with [REDACTED] regarding [REDACTED]; receipt and consideration of correspondence from [REDACTED]; work with Karen Dow on discovery to defendants.

07/23/15 KD 4.50 Written Discovery: Review [REDACTED] documents [REDACTED] discovery to defendants; begin preparation of Hunt County's [REDACTED] to defendant Republic Waste Services of Texas, Ltd.

07/24/15 KD 5.00 Written Discovery: Continue preparation of Hunt County's [REDACTED] to Waste Services of Texas, Ltd.

07/27/15 EWW 0.40 Analysis/Strategy: Review [REDACTED] and drafting written discovery.

07/27/15 KD 7.50 Written Discovery: Preparation of Hunt County's first set of requests for production [REDACTED]; preparation of Hunt County's first set of requests for production [REDACTED]; preparation of Hunt County's [REDACTED]; preparation of Hunt County's [REDACTED].

07/28/15 JM 1.80 Written Discovery: Review and revise discovery to Defendants and conference with Karen Dow [REDACTED].

07/29/15	KD	6.50	Analysis/Strategy: [REDACTED] research [REDACTED] [REDACTED]; review and analysis regarding that [REDACTED]
07/30/15	KD	3.50	Fact Investigation/Development: Continue [REDACTED] research [REDACTED] [REDACTED]; review [REDACTED]
07/31/15	KD	1.00	Fact Investigation/Development: [REDACTED] research on [REDACTED]

Subtotal Fees: \$140,900.00

DISBURSEMENTS

	Postage	14.22
04/29/15	J. Muir: Meeting [REDACTED] in Dallas (Airfare)	424.00
04/29/15	J. Muir: Meeting [REDACTED] in Dallas (Parking)	19.00
04/29/15	Out-of-town travel: E. Wotring - Meet [REDACTED] in Greenville, Texas (Airfare)	446.00
04/29/15	Out-of-town travel: E. Wotring - Meet [REDACTED] in Greenville, Texas (Rental Car)	96.03
06/15/15	Out-of-town travel: E. Wotring - Meet [REDACTED] in Greenville, Texas (Meals) 1 @ 45.29	45.29
06/15/15	Out-of-town travel: E. Wotring - Meet [REDACTED] in Greenville, Texas (Parking/Tolls) 1 @ 19.00	19.00
06/15/15	Out-of-town travel: E. Wotring - Meet [REDACTED] in Greenville, Texas (Other Expenses) 1 @ 7.34	7.34
06/30/15	Out-of-town travel J. Muir: Meeting [REDACTED] in Dallas (Airfare) 1 @ 480.00	480.00
06/30/15	Out-of-town travel J. Muir: Meeting [REDACTED] in Dallas (Rental Car) 1 @ 107.93	107.93
06/30/15	Out-of-town travel J. Muir: Meeting [REDACTED] in Dallas (Parking/Tolls) 1 @ 19.00	19.00
06/30/15	Out-of-town travel J. Muir: Meeting [REDACTED] in Dallas (Meal) 1 @ 15.35	15.35

07/31/15	Court Fees: MyFileRunner	668.11
	Subtotal Disbursements:	<hr/> \$2,361.27
	Total Fee & Disbursements	<hr/> \$143,261.27

BAKER WOTRING L.L.P.

700 JPMorgan Chase Tower
600 Travis Street
Houston, TX 77002 USA
(713) 980-1700

Hunt County, Texas

September 8, 2015
Tax ID#: 76-0692187
File #: 2911-001
Invoice No. 118281

Attention:

RE: Hunt County, Texas v. Republic Waste

For Services Rendered Through August 31, 2015

FEES

08/03/15	JM	0.50	Analysis/Strategy: Attention to [REDACTED]; review [REDACTED] research materials [REDACTED].
08/05/15	KD	0.50	Analysis/Strategy: Telephone conference with [REDACTED] regarding [REDACTED]; telephone conference with [REDACTED] regarding status [REDACTED]; preparation of e-mail summary to E. Wotring and J. Muir regarding [REDACTED].
08/06/15	KD	0.50	Analysis/Strategy: Review [REDACTED].
08/07/15	EWV	0.20	Pleadings: Review and sign [REDACTED].
08/10/15	EWV	0.30	Written Discovery: Attention to finalizing [REDACTED].

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08/11/15	EWW	0.40	Analysis/Strategy: Draft and send [REDACTED] to clients, [REDACTED].
08/11/15	EWW	0.30	Pleadings: Draft and send communication to client [REDACTED].
08/14/15	EWW	0.20	Pleadings: Review original answer by counsel for Grady Kirk.
08/17/15	EWW	0.40	Analysis/Strategy: Review [REDACTED] and schedule call with counsel for Republic Waste.
08/17/15	EWW	0.60	Pleadings: Review Original Answer of Grady Kirk; legal and factual analysis with David George [REDACTED].
08/17/15	JM	0.40	Analysis/Strategy: Attention to [REDACTED] discussion with counsel for Republic Waste.
08/17/15	WDG	0.90	Analysis/Strategy: Research legal issues [REDACTED].
08/18/15	EWW	1.20	Analysis/Strategy: Prepare for and participate in call with counsel for Republic Waste; draft and send [REDACTED].
08/18/15	EWW	1.50	Written Discovery: Review [REDACTED] and legal and factual analysis with Debra Baker [REDACTED].
08/18/15	JM	1.10	Analysis/Strategy: Telephone conference with Tracie Renfroe, counsel for Republic, regarding background of case and information available for production [REDACTED].
08/18/15	WDG	1.50	Analysis/Strategy: Research [REDACTED]; correspondence [REDACTED].
08/20/15	EWW	0.50	Analysis/Strategy: Review time and billing entries and send same to client; review answers filed by defendants [REDACTED].

08/20/15	JM	0.20	Document Production: Attention to documents to be produced to Republic.
08/21/15	JM	0.40	Document Production: Attention to documents for production.
08/25/15	JM	0.30	Pleadings: Attention to Republic's motion to transfer venue, special exceptions and answer and attention to special exceptions [REDACTED].
08/25/15	KD	1.00	Pleadings: Review [REDACTED]; receipt, review, and analysis of Republic Waste defendants' motion to transfer venue, special exceptions, verified original answer, and requests for disclosure; begin reviewing [REDACTED].
08/26/15	EWV	0.70	Pleadings: Review Republic Waste's motion to transfer and answer; legal and factual analysis with David George [REDACTED].
08/26/15	JM	1.60	Pleadings: Research [REDACTED]; receipt and consideration of [REDACTED]; receipt and consideration of correspondence [REDACTED] and respond to same.
08/26/15	WDG	1.60	Pleadings: Review Republic's [REDACTED].
08/26/15	KD	2.00	Pleadings: Review and analysis of Republic Waste defendants' motion to transfer venue to Hunt County; research [REDACTED].
08/27/15	EWV	0.80	Written Discovery: Communications regarding written discovery to send to Defendants.
08/27/15	JM	2.70	Written Discovery: Draft and revise [REDACTED]; attention to documents for production to defendants and issues with [REDACTED].
08/27/15	KD	5.00	Written Discovery: Incorporate J. Muir's additions into [REDACTED] to all defendants; finalize draft discovery [REDACTED].

08/28/15	JM	0.30	Written Discovery: Attention to [REDACTED].
08/28/15	KD	3.50	Written Discovery: Finalize and coordinate service of Hunt County's first requests for production on all defendants.
08/28/15	GU	0.50	Document/File Management: Assist with preparation of discovery requests issued to defendants.
08/31/15	EWW	0.40	Analysis/Strategy: Draft and send communications to client [REDACTED].
08/31/15	JM	1.00	Analysis/Strategy: Telephone conference with Mike Goldman regarding Kirk Grady and background on site; correspondence to Goldman and Tracie Renfroe regarding Hunt County production.
08/31/15	KD	0.30	Analysis/Strategy: Research [REDACTED]; preparation of [REDACTED] summary of research to E. Wotring, J. Muir, and D. George.

Subtotal Fees:	\$24,460.00
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DISBURSEMENTS

08/01/15	Litigation support vendors: Thomson West	885.85
08/01/15	Litigation support vendors: Thomson West	305.45
08/18/15	Out-of-town travel E. Wotring - Meeting [REDACTED]	480.00

Subtotal Disbursements:	\$1,671.30
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Total Fee & Disbursements	\$26,131.30
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INVOICE

BAKER WOTRING L.L.P.

700 JPMorgan Chase Tower
600 Travis Street
Houston, TX 77002 USA
(713) 980-1700

Hunt County, Texas

October 6, 2015
Tax ID#: 76-0692187
File #: 2911-001
Invoice No. 118343

Attention:

RE: Hunt County, Texas v. Republic Waste

For Services Rendered Through September 30, 2015

FEES

08/06/15	DTB	1.00	Analysis/Strategy: Attention to [REDACTED], communications from counsel and request for extension [REDACTED].
08/07/15	DTB	0.30	Analysis/Strategy: Attention to [REDACTED] and communications [REDACTED]
08/25/15	DTB	2.00	Analysis/Strategy: Attention to [REDACTED] and discovery [REDACTED].
09/01/15	JM	5.10	Other Written Motions and Submissions: Receipt and consideration of correspondence from Tracie Renfro and Mike Goldman regarding documents produced by Hunt County; research [REDACTED] [REDACTED]; telephone conference with [REDACTED] and correspondence to all counsel [REDACTED].
09/02/15	EWV	1.00	Analysis/Strategy: Prepare for and participate in [REDACTED] call with [REDACTED] John Muir, David George, and Karen Dow.
09/02/15	JM	2.40	Analysis/Strategy: Telephone conference with team [REDACTED] [REDACTED]; receipt

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and consideration of information [REDACTED] and continue research [REDACTED]; attention to [REDACTED].

09/02/15 WDG 1.80 Analysis/Strategy: Telephone conference with [REDACTED]; review documents [REDACTED].

09/02/15 KD 0.50 Analysis/Strategy: Telephone conference [REDACTED]
[REDACTED]
[REDACTED].

09/02/15 KD 7.00 Pleadings: Preparation of [REDACTED] and [REDACTED] legal research [REDACTED].

09/03/15 EWW 1.00 Analysis/Strategy: Prepare for and participate in conference call [REDACTED]; legal and factual analysis with John Muir, David George, and Karen Dow [REDACTED].

09/03/15 JM 0.30 Document Production: Correspondence to [REDACTED] regarding documents produced by Hunt County and attention to [REDACTED].

09/03/15 WDG 1.00 Analysis/Strategy: Telephone conference with team regarding Defendants' [REDACTED] and [REDACTED].

09/03/15 KD 0.80 Pleadings: Telephone conference with E. Wotring, J. Muir, and D. George regarding case status and [REDACTED].

09/03/15 KD 8.50 Pleadings: Preparation of [REDACTED]
[REDACTED].

09/04/15 JM 0.80 Written Discovery: Receipt and consideration [REDACTED]
[REDACTED]; telephone conference with clients [REDACTED].

09/04/15 KD 3.00 Pleadings: Continue preparation of [REDACTED] asserted in [REDACTED].

09/04/15	GU	0.50	Other Case Assessment, Development and Administration: Assist with preparation of [REDACTED] to be sent to opposing counsel.
09/07/15	EWV	0.40	Written Discovery: Review defendants' requests for [REDACTED] and send memorandum to client [REDACTED].
09/07/15	EWV	1.00	Written Discovery: Review Republic's response to Hunt County's [REDACTED] and draft and send [REDACTED] to client [REDACTED].
09/08/15	KD	5.00	Pleadings: Continue preparation of Hunt County's responses to [REDACTED] and Hunt County's [REDACTED].
09/09/15	KD	2.00	Written Discovery: Preparation of [REDACTED] to Republic defendants.
09/09/15	GU	0.50	Other Case Assessment, Development and Administration: Assist attorney with review and revisions to [REDACTED].
09/10/15	JM	0.30	Other Written Motions and Submissions: Attention to response to [REDACTED].
09/10/15	KD	4.00	Written Discovery: Preparation of [REDACTED] to defendant [REDACTED].
09/11/15	JM	0.20	Written Discovery: Attention to [REDACTED].
09/11/15	KD	1.00	Pleadings: Continue preparation of Hunt County's [REDACTED] to Republic's [REDACTED].
09/11/15	KD	3.00	Review E. Wotring suggested additions to [REDACTED] to defendants; draft additional [REDACTED].
09/15/15	JM	0.30	Written Discovery: Attention to [REDACTED] and respond to request from [REDACTED] for information; attention to [REDACTED].

09/18/15 EWW 0.70 Written Discovery: Revise and edit [REDACTED].

09/18/15 JM 0.20 Written Discovery: Attention to [REDACTED] to Defendants.

09/21/15 EWW 0.80 Written Discovery: Revise and edit [REDACTED] to Defendants; legal analysis with John Muir and Karen Dow [REDACTED].

09/21/15 JM 2.10 Written Discovery: Attention to [REDACTED]; draft revisions to [REDACTED] and revise exhibits to same; work with Earnest Wotring and Karen Dow regarding [REDACTED].

09/21/15 KD 3.50 Written Discovery: Preparation of Hunt County's [REDACTED]; preparation of Hunt County's [REDACTED] to Republic Waste Services of Texas GP, Inc., preparation of Hunt County's [REDACTED] to Republic Services, Inc.; preparation of Hunt County's [REDACTED] to Kirk Grady.

09/22/15 JM 2.40 Written Discovery: Additional revisions to [REDACTED]; draft and revise responses to Defendants' [REDACTED].

09/22/15 KD 5.00 Written Discovery: Preparation of [REDACTED] to defendant Kirk Grady; finalize [REDACTED] to all defendants [REDACTED].

09/23/15 JM 2.10 Written Discovery: Additional revisions to Responses to [REDACTED] and correspondence to clients [REDACTED]; research [REDACTED]; finalize and serve responses to Requests for Disclosure.

09/24/15 JM 0.80 Written Discovery: Telephone conference with Andrew Stakelum regarding request for extension of time for Republic Defendants to respond to Requests for Production, receipt and consideration of proposed Rule 11 agreement regarding same and finalize agreement; receipt and consideration of correspondence from Michael Goldman regarding request for extension for Kirk Grady's Response to Requests for Production and respond to same and receipt and consideration of correspondence from Mr. Goldman regarding same.

09/25/15 JM 0.10 Written Discovery: Receipt and consideration of correspondence from Andrew Stakelum regarding Rule 11 agreement.

Subtotal Fees: \$47,060.00

DISBURSEMENTS

09/01/15 Litigation support vendors: Thomson West 873.68

Subtotal Disbursements: \$873.68

Total Fee & Disbursements \$47,933.68

INVOICE
BAKER WOTRING L.L.P.

700 JPMorgan Chase Tower
600 Travis Street
Houston, TX 77002 USA
(713) 980-1700

Hunt County, Texas

November 4, 2015
Tax ID#: 76-0692187
File #: 2911-001
Invoice No. 118382

Attention:

RE: Hunt County, Texas v. Republic Waste

For Services Rendered Through October 31, 2015

FEEES

10/02/15	JM	0.50	Written Discovery: Receipt and consideration of State's [REDACTED] and [REDACTED]
10/05/15	JM	5.20	Written Discovery: Attention to analysis of [REDACTED]; draft and revise response to [REDACTED] and revise [REDACTED]
10/05/15	KD	1.00	Analysis/Strategy: Review and analysis of State's [REDACTED] and compare same with Hunt County's [REDACTED] to Republic defendants' [REDACTED]; preparation of summary [REDACTED] to E. Wotring and J. Muir.
10/06/15	JM	4.30	Pleadings: Draft and revise response to motion to transfer and special exceptions and revise special exceptions to defendants' affirmative defenses; prepare [REDACTED] spreadsheet for [REDACTED].
10/07/15	JM	4.30	Pleadings: Research, draft and revise [REDACTED] and revise [REDACTED] to defendants' [REDACTED]

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Invoice #:

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10/07/15	GU	0.50	Document/File Management: Assist attorney with review and revisions to response to defendants's motion to transfer, response to special exceptions and affirmative defenses.
10/08/15	JM	2.70	Pleadings: [REDACTED] draft and revise response to [REDACTED] [REDACTED] and revise [REDACTED] to defendants' [REDACTED].
10/09/15	JM	0.20	Pleadings: Attention to response to [REDACTED].
10/12/15	JM	0.70	Written Discovery: Receipt and consideration of [REDACTED] [REDACTED] and documents from Kirk Grady; receipt and consideration of Republic's responses to requests for production.
10/13/15	EWV		Written Discovery: Review Defendants' [REDACTED] [REDACTED], review Republic Waste's [REDACTED].
10/13/15	JM	1.10	Written Discovery: Correspondence to client [REDACTED] [REDACTED]; attention to discovery from defendants.
10/14/15	JM	0.20	Written Discovery: Attention to discovery [REDACTED].
10/16/15	JM	1.40	Pleadings: Attention to [REDACTED] [REDACTED].
10/19/15	JM	3.30	Written Discovery: Review [REDACTED] and documents produced by Defendants and initial work on responses to Republic's [REDACTED].
10/20/15	JM	2.60	Written Discovery: Continue work on [REDACTED].
10/21/15	JM	0.80	Written Discovery: Attention to [REDACTED].
10/21/15	WDG	1.80	Analysis/Strategy: Research [REDACTED]; work with Earnest Wotring and John Muir [REDACTED].

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- 10/22/15 JM 1.90 Written Discovery: Correspondence to Andrew Staklem regarding Republic's documents produced and receipt and consideration of response to same; review Kirk Grady's Answers to Request for Admissions; receipt and consideration of responses to [REDACTED] from each Republic defendant.
- 10/23/15 JM 4.10 Written Discovery: Receipt and consideration of documents produced by Republic; memo [REDACTED]; continue responses to defendants' discovery requests; receipt and consideration of discovery requests from Kirk Grady;
- 10/26/15 JM 0.70 Written Discovery: Attention to responses to [REDACTED].
- 10/27/15 JM 2.40 Written Discovery: Attention to discovery from [REDACTED].
- 10/28/15 EWW 0.80 Written Discovery: Review written discovery requests from Defendants and their responses to Hunt County written discovery [REDACTED].
- 10/28/15 JM 0.50 Written Discovery: Attention to written discovery [REDACTED].
- 10/29/15 EWW 1.50 Written Discovery: [REDACTED] conference call with clients [REDACTED].
- 10/29/15 JM 3.30 Written Discovery: Telephone conference with [REDACTED]; attention to revisions to discovery responses; attention to third party discovery; telephone conference with [REDACTED]; review materials [REDACTED].
- 10/30/15 JM 1.30 Written Discovery: Attention to [REDACTED] and conference with Adam Rodriguez [REDACTED]; receipt and consideration of correspondence regarding extension of time for responses by State.

Subtotal Fees: \$41,601.20

DISBURSEMENTS

09/29/15 Out-of-town travel: E. Wotring - Meeting with Hunt County personnel regarding Republic 480.00

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	Waste in Greenville, Texas (Airfare) 1 @ 480.00		
09/29/15	Out-of-town travel: E. Wotring - Meeting with Hunt County personnel regarding Republic Waste in Greenville, Texas (Rental Car) 1 @ 131.47	131.47	
10/01/15	Litigation support vendors: Thomson West	1,254.71	
	Subtotal Disbursements:	<hr/>	\$1,866.18
	Total Fee & Disbursements		<hr/> \$43,467.38

INVOICE

BAKER WOTRING L.L.P.

700 JPMorgan Chase Tower
600 Travis Street
Houston, TX 77002 USA
(713) 980-1700

Hunt County, Texas

December 2, 2015
Tax ID#: 76-0692187
File #: 2911-001
Invoice No. 118449

Attention:

RE: Hunt County, Texas v. Republic Waste

For Services Rendered Through November 30, 2015

FEES

11/02/15	JM	1.50	Written Discovery: Attention to responses to discovery and [REDACTED].
11/02/15	AR	2.30	Other Work Re Document Discovery: Draft and revise [REDACTED].
11/04/15	JM	4.40	Written Discovery: Review [REDACTED] and draft revisions to same; telephone conference with Andrew Stakelum regarding discovery and access to property; receipt and consideration of additional discovery to Hunt County and attention to same.
11/04/15	AR	0.80	Other Work Re Document/File Management: Perform research [REDACTED].
11/05/15	JM	0.80	Written Discovery: Attention to additional discovery to Hunt County; review [REDACTED], continue work on responses to discovery.
11/05/15	AR	2.20	Other Work Re Document Discovery: Draft and revise [REDACTED].

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- 11/06/15 JM 3.20 Written Discovery: Attention to Defendant Grady's Second Set of Interrogatories and First Requests for Admissions; correspondence to clients [REDACTED]; continue work on responses to defendants discovery; attention to request for access to Republic property.
- 11/09/15 JM 1.90 Pleadings: Correspondence to Attorney General's Office [REDACTED]; receipt and consideration of [REDACTED]; attention to discovery responses.
- 11/10/15 JM 1.90 Written Discovery: Attention to responses to written discovery.
- 11/11/15 EWW 0.40 Analysis/Strategy: Legal and factual analysis with John Muir regarding [REDACTED] responding to written discovery.
- 11/11/15 EWW 0.40 Written Discovery: Review defendants' responses to Hunt County's written discovery requests.
- 11/11/15 JM 3.70 Fact Investigation/Development: Telephone conference with [REDACTED]; review documents and correspondence [REDACTED]; attention to written discovery [REDACTED].
- 11/12/15 JM 1.40 Analysis/Strategy: Receipt and consideration of correspondence from [REDACTED]; correspondence to Ms. Chirala [REDACTED].
- 11/13/15 JM 3.20 Written Discovery: Draft responses to Grady discovery requests; communication with counsel for Grady regarding requests for production.
- 11/16/15 EWW 0.80 Analysis/Strategy: Prepare for and meet with John Muir and Karen Dow [REDACTED].
- 11/16/15 JM 3.50 Fact Investigation/Development: Telephone conference with [REDACTED]; attention to [REDACTED]; communication with counsel for defendants regarding property access and discovery requests; draft [REDACTED]; attention to discovery; attention to [REDACTED];

communication with Attorney General's Office [REDACTED]
[REDACTED].

- 11/16/15 WDG 0.80 Analysis/Strategy: Research [REDACTED]; work with Earnest Wotring regarding same.
- 11/17/15 JM 5.30 Written Discovery: Telephone conference with counsel for Grady regarding discovery issues; draft responses to additional Grady discovery; review Grady responses, research [REDACTED] and draft correspondence to [REDACTED] regarding deficiencies in [REDACTED]; receipt and consideration of correspondence [REDACTED] and draft response to same; attention to issues with [REDACTED].
- 11/17/15 WDG 0.60 Analysis/Strategy: Begin researching [REDACTED].
- 11/18/15 JM 3.20 Fact Investigation/Development: Receipt and consideration of [REDACTED]; telephone conference with [REDACTED]; meeting with Karen Dow [REDACTED]; review [REDACTED] responses and additional revisions to responses; telephone conference [REDACTED] responses to discovery; meeting [REDACTED].
- 11/18/15 WDG 2.60 Analysis/Strategy: Continue researching [REDACTED].
- 11/19/15 JM 3.80 Fact Investigation/Development: Telephone conference with counsel for [REDACTED] regarding [REDACTED]; draft correspondence to client [REDACTED]; attention to [REDACTED]; receipt and consideration of correspondence from [REDACTED]; revise discovery responses.
- 11/20/15 JM 1.20 Written Discovery: Attention to documents for production and revisions to [REDACTED] and correspondence to clients [REDACTED].
- 11/23/15 JM 2.30 Written Discovery: Prepare verifications and correspondence to clients [REDACTED]; telephone conference with [REDACTED]; finalize discovery and attention [REDACTED]; receipt and consideration of correspondence [REDACTED].

from [REDACTED] regarding production of [REDACTED]
 [REDACTED].

11/24/15 JM 1.90 Written Discovery: Receipt and consideration [REDACTED]
 [REDACTED]; draft correspondence to
 clients [REDACTED]
 [REDACTED].

11/25/15 JM 2.20 Analysis/Strategy: Work with Earnest Wotring on [REDACTED];
 correspondence to clients [REDACTED]
 [REDACTED]; Receipt and consideration of correspondence from
 [REDACTED];
 draft correspondence [REDACTED] regarding additional information
 needed and request status of access agreement; receipt and consideration of
 correspondence [REDACTED].

Subtotal Fees: \$46,960.00

DISBURSEMENTS

11/01/15 Postage 15.69
 Litigation support vendors: Thomson West 1 @ 378.32
 378.32

Subtotal Disbursements: \$394.01

Total Fee & Disbursements \$47,354.01

INVOICE

BAKER WOTRING L.L.P.

700 JPMorgan Chase Tower
600 Travis Street
Houston, TX 77002 USA
(713) 980-1700

Hunt County, Texas

January 8, 2016
Tax ID#: 76-0692187
File #: 2911-001
Invoice No. 118501

Attention:

RE: Hunt County, Texas v. Republic Waste

For Services Rendered Through December 31, 2015

FEES

12/01/15	JM	4.10	Written Discovery: Draft responses to Grady discovery requests.
12/02/15	JM	0.20	Written Discovery: Draft correspondence to clients [REDACTED].
12/04/15	JM	2.70	Written Discovery: Telephone conference with [REDACTED] regarding responses to discovery; telephone conference [REDACTED]; correspondence to [REDACTED]; review [REDACTED] and letter from [REDACTED] regarding discovery issues; investigate [REDACTED]; correspondence to Michael Goldman regarding discovery extension and receipt and consideration of response to same; conference with Earnest Wotring [REDACTED]; receipt and consideration of proposed access agreements [REDACTED].
12/07/15	JM	1.80	Written Discovery: Attention to discovery [REDACTED] receipt and consideration of correspondence from [REDACTED]; correspondence from [REDACTED] regarding discovery responses and telephone conference with [REDACTED] regarding same; revise [REDACTED] discovery responses; telephone

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- conference [REDACTED]; attention to [REDACTED]; receipt and consideration of correspondence from [REDACTED].
- 12/08/15 JM 1.20 Written Discovery: Attention to [REDACTED] interrogatory responses; finalize discovery responses and service of same; draft response to [REDACTED] supplemental discovery responses; telephone conference with [REDACTED].
- 12/08/15 AR 0.20 Other Work Re Document Discovery: Provide documentation [REDACTED].
- 12/09/15 EWW 0.40 Fact Investigation/Development: Legal and factual analysis with John Muir [REDACTED].
- 12/10/15 JM 2.30 Written Discovery: Continue to work [REDACTED]; telephone conference with [REDACTED]; receipt and consideration of correspondence from [REDACTED] regarding work at Republic Site; conference with Earnest Wotring [REDACTED]; correspondence to [REDACTED].
- 12/11/15 EWW 0.80 Fact Investigation/Development: Review and revise letter [REDACTED]; [REDACTED] and factual analysis with John Muir [REDACTED].
- 12/11/15 JM 2.10 Analysis/Strategy: Finalize [REDACTED] correspondence to [REDACTED] correspondence to clients [REDACTED]; draft correspondence to Andrew Stakelum [REDACTED]; telephone conference with [REDACTED] regarding [REDACTED]; receipt and consideration of correspondence from Tracie Renfro regarding procedures for testing, access and removal; review proposals and telephone conference with [REDACTED].
- 12/13/15 JM 0.40 Analysis/Strategy: Correspondence from Earnest Wotring [REDACTED]; drafting correspondence to [REDACTED]; draft correspondence to Tracie Renfro regarding removal issue and receipt and consideration of correspondence from Ms. Renfro regarding same.
- 12/14/15 JM 1.40 Analysis/Strategy: Receipt and consideration of correspondence [REDACTED]; [REDACTED] regarding [REDACTED] and draft correspondence to Republic's counsel [REDACTED].

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- 12/15/15 JM 2.10 Analysis/Strategy: [REDACTED]
 [REDACTED]; telephone conference with [REDACTED] regarding [REDACTED]
 [REDACTED]; telephone conference with and correspondence to and from Tracie
 Renfro [REDACTED]
 [REDACTED]; attention to [REDACTED]
 [REDACTED]; attention to questions [REDACTED]
 attention to [REDACTED] answers to discovery; discussion [REDACTED]
 [REDACTED].
- 12/16/15 JM 1.30 Analysis/Strategy: Attention to [REDACTED]; review
 [REDACTED] and attention to [REDACTED]
 questions; attention to [REDACTED]
 [REDACTED].
- 12/17/15 JM 0.60 Analysis/Strategy: Receipt and consideration of correspondence from
 [REDACTED] regarding site work; correspondence to [REDACTED]
 [REDACTED] and receipt and consideration of response [REDACTED]
 [REDACTED].
- 12/20/15 JM 0.30 Analysis/Strategy: Attention to correspondence from Andrew Stakelum
 [REDACTED]
 [REDACTED].
- 12/21/15 JM 0.30 Analysis/Strategy: Attention to status [REDACTED].
- 12/22/15 JM 0.50 Analysis/Strategy: Receipt and consideration of information [REDACTED]
 [REDACTED].
- 12/23/15 JM 0.50 Analysis/Strategy: Attention to [REDACTED];
 communication with [REDACTED] regarding same.
- 12/23/15 JM 0.40 Analysis/Strategy: Telephone conference with [REDACTED] regarding
 [REDACTED].
- 12/28/15 JM 1.20 Analysis/Strategy: Telephone conference with [REDACTED] regarding
 [REDACTED]; meeting with Earnest Wotring and David
 George [REDACTED] attention to potential trial setting.
- 12/28/15 WDG 1.60 Analysis/Strategy: Work with Earnest Wotring regarding [REDACTED].

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12/29/15	EWW	1.50	Analysis/Strategy: Review [REDACTED] and draft and send [REDACTED] to client [REDACTED]; legal and factual analysis with Joh Muir.
12/29/15	EWW	1.50	Analysis/Strategy: Review communications in case and case status; [REDACTED]
12/29/15	JM	0.50	Analysis/Strategy: Receipt and consideration of correspondence from [REDACTED] regarding [REDACTED]; telephone conference with [REDACTED] regarding [REDACTED]
12/29/15	WDG	1.80	Analysis/Strategy: Continue researching [REDACTED]
12/30/15	JM	0.50	Analysis/Strategy: Telephone conference with [REDACTED]

Subtotal Fees:	\$28,840.00
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DISBURSEMENTS

12/01/15	Litigation support vendors: Thomson West	70.33
12/01/15	Litigation support vendors: Thomson West	70.33
	Subtotal Disbursements:	\$140.66

Total Fee & Disbursements	\$28,980.66
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INVOICE

BAKER WOTRING L.L.P.

700 JPMorgan Chase Tower
600 Travis Street
Houston, TX 77002 USA
(713) 980-1700

Hunt County, Texas

February 15, 2016
Tax ID#: 76-0692187
File #: 2911-001
Invoice No. 118574

Attention:

RE: Hunt County, Texas v. Republic Waste

For Services Rendered Through February 15, 2016

FEES

01/04/16	JM	2.10	Analysis/Strategy: Attention to issues [REDACTED]; receipt and consideration of correspondence from [REDACTED] regarding [REDACTED] and assist David George in response [REDACTED]; attention to [REDACTED].
01/04/16	WDG	4.60	Analysis/Strategy: Continue researching [REDACTED]; draft memorandum [REDACTED].
01/05/16	JM	1.80	Analysis/Strategy: Receipt and consideration of correspondence from [REDACTED]; attention to response to [REDACTED].
01/05/16	WDG	0.80	Analysis/Strategy: Draft memorandum [REDACTED]; review documents regarding same; research [REDACTED] regarding same.
01/06/16	EWV	0.40	Other Trial Preparation and Support: Attention to scheduling case for trial and communicating with client [REDACTED].
01/06/16	JM	0.70	Analysis/Strategy: Attention to trial setting and issues regarding docket control.

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118574

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01/06/16	KD	2.00	Analysis/Strategy: Research [REDACTED]; preparation of [REDACTED] summary [REDACTED] to E. Wotring, J. Muir, and D. George; preparation of worksheet of deadlines for discovery, [REDACTED]; calculate relevant deadlines.
01/07/16	JM	0.20	Analysis/Strategy: Communication with [REDACTED] [REDACTED].
01/08/16	JM	0.60	Analysis/Strategy: Attention to trial setting issues; receipt and consideration of information [REDACTED] regarding [REDACTED] and respond to same.
01/11/16	EWV	1.20	Analysis/Strategy: Revise and edit [REDACTED].
01/11/16	JM	0.50	Fact Investigation/Development: Receipt and consideration of correspondence from [REDACTED] and communication with [REDACTED]; communication with [REDACTED].
01/12/16	JM	1.80	Analysis/Strategy: Correspondence to [REDACTED] [REDACTED], receipt and consideration of correspondence from [REDACTED] with [REDACTED]; work with Earnest Wotring [REDACTED]; research [REDACTED] and attention to scheduling issues.
01/12/16	KD	0.60	Analysis/Strategy: Review all discovery [REDACTED] in connection with confirming previously calculated discovery deadlines.
01/13/16	EWV	0.50	Analysis/Strategy: Review docket control deadlines and scheduling of case for trial [REDACTED]; legal and factual analysis with John Muir regarding same.
01/13/16	JM	0.40	Analysis/Strategy: Attention to trial setting; receipt and consideration of correspondence from [REDACTED].
01/13/16	KD	0.30	Analysis/Strategy: Calculate discovery deadlines [REDACTED] in connection with [REDACTED]; preparation of deadlines [REDACTED].
01/14/16	JM	0.40	Written Discovery: Receipt and consideration of correspondence from Mike Goldman regarding discovery responses [REDACTED].

HC000307

01/15/16 JM 0.80 Written Discovery: Receipt and consideration of correspondence from Mike Goldman to [REDACTED] regarding discovery issues; receipt and consideration of documents [REDACTED].

01/19/16 JM 1.70 Fact Investigation/Development: Telephone conference with [REDACTED] regarding [REDACTED]; receipt and consideration of correspondence from Michael Goldman and attention to [REDACTED] and correspondence to Mr. Goldman [REDACTED]; receipt and consideration [REDACTED];

01/20/16 JM 2.50 Written Discovery: Correspondence from Michael Goldman [REDACTED]; conference with Karen Dow regarding [REDACTED] and attention to drafting [REDACTED].

01/21/16 JM 3.20 Written Discovery: Continue drafting [REDACTED] discovery responses [REDACTED]; Receipt and consideration of correspondence from Andrew Stakelum [REDACTED].

01/21/16 KD 1.00 Analysis/Strategy: Legal research [REDACTED]; preparation of [REDACTED] summary of research to J. Muir; review of correspondence from M. Goldman, counsel for defendant Kirk Grady regarding Mr. Grady's analysis of Hunt County's discovery responses.

01/22/16 JM 2.90 Written Discovery: Drafting response [REDACTED]; prepare for telephone conference with Mike Goldman; correspondence to Mr. Goldman regarding call and receipt and consideration of correspondence [REDACTED]; and telephone conference with [REDACTED] regarding [REDACTED]; attention to production of third party [REDACTED] documents.

01/25/16 JM 1.30 Attention to materials [REDACTED] regarding [REDACTED] and conference with [REDACTED] regarding [REDACTED]; receipt and consideration of correspondence from Mike Goldman [REDACTED]; attention to production of documents.

01/26/16 EWW 1.20 Expert Discovery: Review [REDACTED]; legal and factual analysis [REDACTED] with John Muir.

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01/26/16	JM	1.90	Fact Investigation/Development: Prepare for and participate in meeting regarding [REDACTED]; correspondence to Andrew Stakeelum [REDACTED].
01/27/16	JM	2.80	Written Discovery: Telephone conference with [REDACTED]; telephone conference with Mike Goldman [REDACTED]; correspondence from Mr. Goldman regarding supplementing discovery [REDACTED].
01/29/16	JM	0.40	Written Discovery: Attention to supplemental production of documents.
02/01/16	JM	1.50	Fact Investigation/Development: Review and analysis of [REDACTED] produced [REDACTED].
02/08/16	EWV	0.50	Analysis/Strategy: Communicate with client [REDACTED] and [REDACTED].
02/09/16	JM	1.00	Analysis/Strategy: Work on [REDACTED].

Subtotal Fees:

\$35,880.00**DISBURSEMENTS**

12/31/15	Experts: Pastor, Behling & Wheeler, LLC - Senior Consultant	11,476.79
01/01/16	Litigation support vendors: Thomson West	318.05
01/25/16	Litigation support vendors: Blue Ribbon - Novus Wood Group (Service Process) 1 @ 105.00	105.00
01/29/16	Litigation support vendors: Pastor, Behling & Wheeler, LLC: Senior Consultant 1 @ 13702.42	13,702.42
01/31/16	Court Fees: MyFileRunner 1 @ 7.45	7.45
02/01/16	Litigation support vendors: Thomson West	277.43
02/01/16	Litigation support vendors: Thomson West	246.70

Subtotal Disbursements:

\$26,133.84**Total Fee & Disbursements****\$62,013.84**

HC000309

Invoice #:

118574

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HC000310

INVOICE

BAKER WOTRING L.L.P.

700 JPMorgan Chase Tower
600 Travis Street
Houston, TX 77002 USA
(713) 980-1700

Hunt County, Texas

March 7, 2016
Tax ID#: 76-0692187
File #: 2911-001
Invoice No. 118590

Attention:

RE: Hunt County, Texas v. Republic Waste

For Services Rendered Through February 29, 2016

FEES

02/02/16	JM	1.10	Analysis/Strategy: Telephone conference with [REDACTED] regarding [REDACTED] [REDACTED]
02/03/16	JM	1.60	Fact Investigation/Development: Receipt and consideration of results from [REDACTED] and [REDACTED]; correspondence to Mike Goldman [REDACTED] and receipt and consideration of correspondence from Mr. Goldman [REDACTED]; communication with Earnest Wotring [REDACTED].
02/04/16	JM	0.30	Fact Investigation/Development: Correspondence to Mike Goldman [REDACTED]; receipt and consideration of correspondence from [REDACTED] regarding [REDACTED] and respond to same.
02/05/16	JM	0.20	Fact Investigation/Development: Communication with [REDACTED] regarding [REDACTED].
02/09/16	JM	0.40	Fact Investigation/Development: Investigate [REDACTED] [REDACTED]

HC000311

Invoice #:

118590

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02/11/16	JM	0.20	Fact Investigation/Development: Attention to [REDACTED] [REDACTED]
02/15/16	JM	1.60	Written Discovery; Review information for response to request for [REDACTED] and [REDACTED]; attention to [REDACTED] preparation for depositions of defendants; correspondence to Mike Goldman [REDACTED] [REDACTED].
02/16/16	JM	3.80	Written Discovery: Prepare [REDACTED] depo request; prepare correspondence to defendants [REDACTED] [REDACTED]; attention to [REDACTED].
02/17/16	JM	3.30	Fact Investigation/Development: Attention to [REDACTED] and correspondence to defendants regarding same; attention to [REDACTED] depo categories; review [REDACTED] for same.
02/18/16	JM	0.20	Written Discovery: Receipt and consideration of call from Mike Goldman; [REDACTED].
02/18/16	RC	2.10	Analysis/Strategy: Correspondence to [REDACTED] regarding scheduling meeting [REDACTED] se; analysis of pertinent documents [REDACTED].
02/19/16	JM	2.10	Fact Investigation/Development: Telephone conference with Goldman [REDACTED]; work on [REDACTED] calculations; attention to materials for depositions of defendants.
02/22/16	EWV	0.80	Settlement/Non-Binding ADR: Review [REDACTED] options with John Muir [REDACTED].
02/22/16	JM	0.30	Analysis/Strategy: Receipt and consideration of correspondence from Republic's counsel [REDACTED]; attention to [REDACTED].
02/23/16	JM	5.10	Analysis/Strategy: Telephone conference with clients [REDACTED] [REDACTED]; attention to preparation for [REDACTED] [REDACTED]; revise [REDACTED] [REDACTED]; attention to [REDACTED] materials for depositions; [REDACTED]; receipt and consideration of [REDACTED] correspondence to and telephone conference with [REDACTED] [REDACTED].

HC000312

02/24/16	JM	3.70	Written Discovery: Telephone conference with [REDACTED] regarding depositions, written discovery and scheduling; receipt and [REDACTED] and prepare revisions to same; telephone conference [REDACTED]; attention to proposed revisions to written discovery; research [REDACTED] and correspondence to Earnest Wotring regarding same; receipt and consideration of correspondence from [REDACTED] regarding [REDACTED] and draft response to same; attention to [REDACTED].
02/25/16	JM	2.20	Analysis/Strategy: Telephone conference with [REDACTED] [REDACTED]; revise discovery response and prepare response to [REDACTED].
02/26/16	JM	2.90	Written Discovery: Attention to supplementing discovery responses; attention to scheduling issues; attention to [REDACTED] discussions.
02/29/16	JM	1.50	Written Discovery: Attention to written discovery issues [REDACTED]; work on supplemental discovery responses.

Subtotal Fees:	\$29,220.00
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DISBURSEMENTS

02/29/16	Litigation support vendors: Geo Search: Historical Aerial Photographs Inv# 16-1933 1 @ 70.36	70.36
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Subtotal Disbursements:	\$70.36
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Total Fee & Disbursements	\$29,290.36
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