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App. 1

**Appeal Dismissed and Memorandum Opinion  
filed August 17, 2023.**

[SEAL]

**In The  
Fourteenth Court of Appeals**

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**NO. 14-23-00416-CV**

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**JOSHUA MARBLEY, Appellant**

**V.**

**HARRIS COUNTY, Appellee**

---

**On Appeal from the 295th District Court  
Harris County, Texas  
Trial Court Cause No. 2022-09776**

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**MEMORANDUM OPINION**

This is an attempted appeal from an order signed on May 26, 2023 recusing one district judge from the trial court proceeding and transferring the case to an administrative judge for further transfer, and another order signed on June 1, 2023 transferring the case to the 295th District Court.<sup>1</sup> Generally, appeals may be taken only from final judgments. *Lehmann v. Har-Con Corp.*, 39 S.W.3d 191, 195 (Tex. 2001). When orders do

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<sup>1</sup> Both orders are contained in the same document.

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not dispose of all pending parties and claims, the orders remain interlocutory and unappealable until final judgment is rendered unless a statutory exception applies. *Bally Total Fitness Corp. v. Jackson*, 53 S.W.3d 352, 352 (Tex. 2001); *Jack B. Anglin Co., Inc. v. Tipps*, 842 S.W.2d 266, 272 (Tex. 1992) (orig. proceeding). Orders transferring cases to other trial courts and recusing a judge from a proceeding are normally not appealable interlocutory orders. See Tex. R. Civ. P. 18a(j)(1)(B) (“An order granting a motion to recuse is final and cannot be reviewed by appeal, mandamus, or otherwise.”); *Fox v. Wardy*, 224 S.W.3d 307, 309 (Tex. App.—El Paso 2005, pet. denied) (holding interlocutory transfer order was unappealable).

On June 20, 2023, notification was transmitted to the parties of this court’s intention to dismiss the appeal for want of jurisdiction unless any party demonstrates this court has jurisdiction over this appeal on or before June 30, 2023. See Tex. R. App. P. 42.3(a). Appellant filed a response, but the response does not demonstrate that this court has jurisdiction.

Accordingly, the appeal is dismissed.

PER CURIAM

Panel consists of Justices Jewell, Spain, and Wilson.

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August 17, 2023

[SEAL]

**JUDGMENT**

**The Fourteenth Court of Appeals**

JOSHUA MARBLEY, Appellant

NO. 14-23-00416-CV      V.

HARRIS COUNTY, Appellee

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Today the Court heard its own motion to dismiss the appeal from the orders signed by the court below on May 26, 2023 and June 1, 2023. Having considered the motion, we order the appeal **DISMISSED**.

We further order that all costs are taxed against the party that incurred same.

We further order this decision certified below for observance.

Judgment rendered August 17, 2023.

Panel consists of Justices Jewell, Spain, and Wilson.  
Opinion delivered Per Curiam.

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CAUSE NO. 2022-09776

MARBLEY, JOSHUA § IN THE DISTRICT COURT OF  
vs. § HARRIS COUNTY, TEXAS  
HARRIS COUNTY § 165th JUDICIAL DISTRICT

**ORDER OF RECUSAL AND TRANSFER**

It is ORDERED that I recuse myself and refer this case to the Administrative Judge of the Civil Trial Division for transfer to another court.

Signed on May 26, 2023.

/s/ Ursula Hall  
\_\_\_\_\_  
URSULA A. HALL, Judge Presiding  
165th District Court

**ORDER**

It is ORDERED that the District Clerk of Harris County transfer the above-styled and numbered cause from the 165th District Court to the 295th District Court.

Signed on June 1, 2023.

/s/ Beau [Illegible] Miller  
\_\_\_\_\_  
BEAU MILLER  
Administrative Judge, Civil Division

---

CAUSE NO. 2022-09776

|                  |   |                          |
|------------------|---|--------------------------|
| JOSHUA MARBLEY   | § | IN THE DISTRICT COURT OF |
| Plaintiff,       | § |                          |
| v.               | § |                          |
| CITY OF HOUSTON, | § |                          |
| METROPOLITAN     | § |                          |
| TRANSIT AUTHOR-  | § | HARRIS COUNTY, TEXAS     |
| ITY OF HARRIS    | § |                          |
| COUNTY and FIRST | § |                          |
| TRANSIT, INC.    | § |                          |
| Defendants.      | § | 295th JUDICIAL DISTRICT  |

**ORDER GRANTING DEFENDANT'S**  
**FIRST AMENDED PLEA TO THE JURISDICTION**

After considering Defendant Metropolitan Transit Authority of Harris County, TX's First Amended Plea to the Jurisdiction, Plaintiff's response, if any, and the arguments of counsel, the Court **GRANTS** the Defendant's First Amended Plea to the Jurisdiction and **ORDERS** that all of Plaintiff's claims against Defendant are **DISMISSED WITH PREJUDICE**. Therefore, this lawsuit is **DISMISSED WITH PREJUDICE**. It is further **ORDERED** that costs of Court are taxed against the Plaintiff.

Signed this 28th, day of August, 2023.

/s/ D. Roth  
Honorable Judge Presiding

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App. 6

**CAUSE NO. 2022-09776**

**JOSHUA MARBLEY** § **IN THE DISTRICT COURT**  
*Plaintiff,* §  
v. §  
**CITY OF HOUSTON,** §  
**METROPOLITAN** § **295th JUDICIAL DISTRICT**  
**TRANSIT AUTHOR-** §  
**ITY OF HARRIS** §  
**COUNTY and FIRST** §  
**TRANSIT, INC.** §  
*Defendants.* § **OF HARRIS COUNTY, TEXAS**

**ORDER**

On the \_\_\_\_\_ day of \_\_\_\_\_, 2023, the Court considered Defendant City of Houston's Plea to the Jurisdiction. After considering the pleadings, the motion, the response, affidavits, and other evidence on file, the court has determined that the motion has merit should be, and hereby is, **GRANTED**.

Therefore, the Court **GRANTS** Defendant City of Houston's Plea to the Jurisdiction and dismisses all causes of actions against it with prejudice to Plaintiff's refileing the same.

/s/ D. Roth

**PRESIDING JUDGE**

[August 28, 2023]

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CAUSE NO. 2022-09776

|                      |   |                          |
|----------------------|---|--------------------------|
| MARBLEY, JOSHUA      | § | IN THE DISTRICT COURT OF |
| <i>Plaintiff(s),</i> | § |                          |
| vs.                  | § | HARRIS COUNTY, TEXAS     |
| HARRIS COUNTY,       | § |                          |
| <i>Defendant(s).</i> | § | 295th JUDICIAL DISTRICT  |

**ORDER**

Came on before the Court Defendant, First Transit's Motion to Dismiss Pursuant to Rule 91a. Although no response was filed the Court must deny the motion as untimely. The motion was filed on April 1, 2022. A ruling is required within 45 days. The motion was not set for hearing or submission during that period of time. It is therefore,

ORDERED that Defendant, First Transit's 91a Motion to Dismiss is DENIED.

Signed August 31, 2023

D. Roth

Hon. DONNA ROTH  
Judge, 295th District Court

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FILE COPY

RE: Case No. 23-0995      DATE: 12/20/2023  
COA #: 14-23-00416-CV      TC#: 2022-09776  
STYLE: MARBLEY v. HARRIS CNTY.

Today the Supreme Court of Texas denied the motion for extension of time to file petition for review under TEX. R. APP. P. 53.7(f), in the above-referenced case.

MR. JOSHUA MARBLEY  
535 SEMINAR DR.  
APT#283  
HOUSTON, TX 77060  
\* DELIVERED VIA E-MAIL & POSTAL \*

---

TED OBERG INVESTIGATES

**Houston METROLift drivers worry about fatigue during long shifts: 'Draining'**

With nearly 100 fewer drivers during the pandemic, operators say they're required to work six days a week

By Ted Oberg and Sarah Rafique

Thursday, September 23, 2021

HOUSTON, Texas (KTRK) – Joshua Marbley starts his shift as a METROLift driver around 2:30 a.m., traveling through apartment complexes to pick up residents with disabilities who scheduled their trips in advance.

He's been an operator for more than six years and has several regulars who need dialysis at the medical center in the early morning hours.

"Some of the clients on our buses, they're in wheelchairs, some of them are visually impaired," Marbley said. "When that client steps foot on that bus, that client puts their seatbelt on, I put that bus in drive, that client puts their lives in my hands. So from that moment on, I got to be focused on that road."

Now, with nearly 100 fewer drivers during the pandemic, operators told ABC's they're required to work six days a week, sometimes up to 12 hours a day, and are worried about fatigue as they drive around town to provide this essential service to Houstonians.

Our investigation found, in some cases, drivers are so tired they have to pull over and call a supervisor to take over their shift.

"It can be pretty draining," Marbley said.

13 Investigates first started asking METRO for documents on METROLift driver fatigue, hours and attendance issues in May after hearing from concerned drivers and passengers.

One driver we spoke with says she regularly works a 12-hour shift, starting at 5 a.m. In one case, she told 13 Investigates she didn't feel like she had enough time to go home and rest before her next shift 10 hours later.

"Everybody is different. You can work anywhere from six hours all the way to 12 [hours,]" said the driver, who asked we not share her name since she's still employed by First Transit. "They say we have to work six days, so we work six days."

METROLift transports thousands of riders every day in accordance with the Americans with Disabilities Act. The buses are owned by METRO but the agency contracts with First Transit, who hires drivers and sets their schedules.

First Transit said 12-hour shifts aren't common and that the company staggers the length of shifts. If a driver works 10 hours one day, they may only work five or six hours the next day.

METRO tells us it meets with First Transit weekly to discuss staffing levels and doesn't think driver fatigue is an issue.

"If an operator feels that they're fatigued, that they have a problem or that they don't think they can

continue, it behooves that operator to work with their management and tell them, 'Listen, I can't keep going,' said Andy Skabowski, executive vice president and chief operating officer at METRO.

In May, nearly 40 of the 289 METROLift operators in Houston had to quit their shift early, according to documents 13 Investigates obtained through an open records request. Drivers were late for work a total of 112 times and there were 77 instances where drivers just didn't show up for their shift that month.

First Transit said those numbers are not indicative of driver fatigue because there's a number of reasons drivers might be late or not show up.

The company said it addresses driver fatigue "aggressively" through check-ins with staff throughout the day. If a driver is tired and calls in, or has to leave mid-shift, First Transit said it won't be held against them.

But, that hasn't stopped some drivers from going to work tired on their mandatory sixth work day of the week, fearing they might get written up.

In a surveillance video we obtained from METRO through an open records request, one Lift driver employed by First Transit said she just got back from an out-of-town trip and didn't think she could take the day off.

"They only give us one day off, so I got to try and do everything in one day," the driver said in the surveillance video.

She goes on to say she made sure her supervisor knew she just got off a flight that kept getting delayed and was tired, but still went to work "because it was my mandatory day."

### **Driver shortage**

Our investigation found that one in four METROLift drivers, hired and trained by First Transit, left the company over the last year. A total of 140 drivers have left since the start of 2020.

METRO, which hired First Transit to run METROLift, said METROLift didn't fire any drivers during the pandemic, but that drivers who left were not replaced.

When it comes to driver fatigue, Skabowski said it's simply not an issue because although there are fewer drivers during the pandemic, there are also fewer riders. But, he admits First Transit is experiencing the same struggles as others in the transit industry who need to hire more drivers as businesses are back open and more people need transportation.

"It creates some overtime for operators that are on the job and they're asked to step up and provide some extra hours of service and typically it might be in the form of a day off, but that's First Transit and how they manage it," Skabowski said.

Regarding the six-day work weeks, Marbley shared a photo of a sign he said was posted on a bulletin board for Lift operators. It shows a crying face emoji and said, "due to continued high attendance, violations,

### App. 13

resignations, and terminations, we will need to make mandatory days every week.”

Another sign posted on the bulletin board that reminded drivers that “when you are on extra board, please be prepared to work up to 14 hours on your scheduled day.”

First Transit told 13 Investigates the sign was put up in error and is looking into the issue.

The company said its drivers spend an average of 8.6 hours a day on the road. Drivers are supposed to work a maximum of 10 hours, plus the time needed to check their equipment before and after their shift.

First Transit’s policy, negotiated with the drivers’ union, is to give drivers at least eight hours off between shifts, but drivers we spoke within our investigation tell us when you’re working long hours in back-to-back shifts, that’s not enough time to go home and recharge.

“Unfortunately, that puts not only the driver behind the wheel of that vehicle, it don’t only put just the passengers, it puts everybody around that driver at risk,” Marbley said. “Most drivers like me, if they know they’re tired, they’re just going to call in and don’t risk it. I feel better calling in and getting wrote up for it then (to) go out here and have a four-car accident.”

Even with ridership down, First Transit admits it needs more drivers. The company increased pay for METROLift workers, is offering a \$2,000 sign-on bonus for new drivers and encourages current drivers to speak up with concerns.



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"First Transit is committed to our employees and operates in an open-door environment, which provides employees several ways to report any concerns or issues, including an anonymous 800 ethics and compliance line, direct access to their manager, or contacting on-site human resources," the company said.

Still, Marbley worries his colleagues are too fearful to talk to their supervisors about their concerns.

"If they were to come up to that facility and have a sit down, talk with every single operator, they can really start getting to the root cause of why the attendance is so high, why the turnover is so bad and why drivers do not want to work there," he said.

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**First [LOGO] Transit**  
**Employee Handbook**  
A FirstGroup America Company  
Amended: February 2019

\* \* \*

**Manager's Responsibility**

All managers are responsible for:

- Implementing this policy, which includes, but is not limited to, taking steps to prevent harassment and retaliation;
- Ensuring that all employees under their supervision have knowledge of and understand this policy;
- Promptly reporting any complaints to the designated Human Resources Representative so they may be investigated and resolved in timely manner;
- Taking and/or assisting in prompt and appropriate corrective action when necessary to ensure compliance with this policy; and
- Conducting themselves, at all times, in a manner consistent with this policy.

Failure to meet these responsibilities may lead to disciplinary action, up to and including termination.

Any employee or applicant who believes that they have been subjected to or witnessed any kind of harassment or believes this policy has been violated should follow

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the reporting procedure set out in the Company's Discrimination, Harassment and Retaliation Reporting Procedure Policy.

Any employee who is determined to have engaged in conduct prohibited by this policy or other inappropriate conduct, will be subject to disciplinary action, up to and including termination.

Retaliation for complaining about discrimination or for providing information relating to such complaints, is strictly prohibited and will not be tolerated, regardless of the outcome of the complaint. See the Company's Policy Against Retaliation set forth below.

### **C. Policy Against Retaliation**

It is a policy of First Transit to fully support any employee who reports actual or perceived discrimination, harassment or unlawful conduct. Retaliation for complaining about discrimination, harassment or retaliation, or for providing information relating to such complaints, is strictly prohibited and will not be tolerated, regardless of the outcome of the complaint. In other words, employees are protected for speaking up in good faith if they believe discrimination, harassment or retaliation has taken place, and from providing information related to such complaints, even if the complaint is ultimately not substantiated. Any manager, or co-worker who retaliates against a complaining employee or anyone involved in an investigation of a complaint will be subject to discipline and/or termination.

Some examples of what may constitute retaliation may include: denial of promotion, refusal to hire, denial of job benefits, demotion, suspension, termination, negative evaluations, reprimands and harassment. The above list of examples is not intended to be all-inclusive.

\* \* \*

## ***SECTION 2***

### ***Employment Practices***

#### **A. Whistleblowing Policy**

First Transit is committed to conducting our business with honesty and integrity, and we expect all staff to maintain high standards in accordance with our Code of Business Ethics. However, all organizations face the risk of things going wrong from time to time, or of unknowingly harboring illegal or unethical conduct. The Company encourages employees to speak up and raise questions and concerns promptly about any situation that may violate our Code of Business Ethics, our policies and procedures, or the laws, rules, and regulations that govern our business operations.

If you have any questions or concerns related to any conduct or activities that you believe may violate our Code of Business Ethics, our policies and procedures, or the laws, rules, and regulations that govern our business operations, including but not limited to, any suspected wrongdoing or danger affecting any of our activities, you should report it under this policy. Reference the employee portal, posted policy or see your

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manager for details regarding the Whistleblowing policy.

We hope that in many cases you will be able to raise any concerns with your manager. You may tell them in person or put the matter in writing if you prefer. They may be able to agree a way of resolving your concern quickly and effectively.

However, where the matter is more serious, or you feel that your manager has not addressed your concern, or you prefer not to raise it with them for any reason, you can either raise it with your manager's manager, or your Region HR manager. Employees may also directly file a written or verbal complaint by calling the confidential Ethics and Compliance Toll-free Hotline at 1.877.3CALLFG, (1.877.322.5534) contacting the Hotline intake site at [ethicsfirst.ethicspoint.com](mailto:ethicsfirst.ethicspoint.com), or emailing [Compliance@firstgroup.com](mailto:Compliance@firstgroup.com).

Managers are charged with assuring that they and their staff comply with the whistleblower protections and that no retaliation occurs because of a reported safety related issue.

For more information on Whistleblowing refer to First-Group's Whistleblowing Policy.

Nothing in this policy, our Whistleblowing Policy, or this Handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to or participating in an investigation or hearing conducted by the Equal Employment

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Opportunity Commission, National Labor Relations Board, Securities and Exchange Commission or any other federal, state or local agency charged with the enforcement of any laws.

\* \* \*

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**Joshua L. Marbley**

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13110 Kuykendahl Rd #1706, Houston, TX 77090  
joshuamarbley@yahoo.com 713-885-5491

October 22, 2021

VIA: Certified Mail  
CERT. (Tracking Number – “7021 1970 0001  
6551 4953”)  
Return Receipt – “9590 9402 6781 1074 6745 15”

Equal Employment Opportunity Commission  
Mickey Leland Building  
1919 Smith Street  
6th Floor  
Houston, Texas 77002  
United States

Dear EEOC Commission:

My name is Joshua L. Marbley, and I'm a Bus Operator here in Houston, Texas for Houston Metro Lift (Para-Transit) Division with is a part of Metropolitan Transit Authority. I'm am filing a “Whistleblower Compliant” against my Employer First Transit Inc. First Transit is the company that currently holds the Metro Lift contract for Metro.

First Transit Inc.

First Transit

Corporate Office:

600 Vine Street Suite #1200  
Cincinnati, Ohio 45202  
Phone: (513) 241-1000

First Transit

Houston Location:

3250 Telephone Road  
Houston, Texas 77023  
Phone: (281) 896-3700

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Mrs. Shebrenna Tangarife:  
First Transit Human  
Resource Manager:

First Transit Inc.  
3250 Telephone Road  
Houston, Texas 77023  
Phone: (832) 280 - 4738

Mr. Michael Honer:  
Regional Director  
Operations:

First Transit Inc.  
3250 Telephone Road  
Houston, Texas 77023  
Phone: (832) 280-4712

- Here at First Transit Inc. we do have more than 15 Employees that is on Staff here.

Short Description:

As a Bus Operator of Metro Lift, and also having family member that Ride the Metro Lift Services I decide to take a stand and start asking questions about a lot of issues that on this job. Mr. Michael Honer the General Manger of First Transit, Mrs. Shebrenna Tangarife, the Human Resources Manager, who is the Union for First Transit, Mr. Bradley A. Thomas the President and CEO of First Transit who are all employed by First Transit. I then reached out to Mr. Michael Offord the Business Representative for Teamster Union #988 the union office that Representative the Drivers of First Transit. Now, I then reached out the Management Staff of Metropolitan Transit Authority. Mr. Thomas C. Lambert the President and CEO of Metro, Mr. Auturo Jackson the Senior Director of Metro Lift, Mr. Michael Andrade the Director of Paratransit of Metro Lift, and Mr. Jeremy Schoech Director of Contract Operations of Metro Lift. All of this individuals have all received Certified Mail from me, and I



have the Green Card from all of them that proof that they receive it. After I did all of this that when the Harassment and Bully, Write and Suspend got started.

As a Register Vote, and Taxpayer here in Harris County I finally to my concerns to people who I believe can finally make something happen. The Board of Directions for Metropolitan Transit Authority. On Thursday June 24, 2021 I was on the speaker who address the Board of Directions about my concern about Metro Lift. If you click on the link that will take you to the meeting.

<https://ridemetro.granicus.com/player/clip/2162>

On Thursday July 22, 2021. I was on the speaker who address the Board of Directions about my concern about Metro Lift. If you click on the link that will take you to the meeting.

<https://ridemetro.granicus.com/player/clip/2174>

On Thursday August 27, 2021. I was on the speaker who address the Board of Directions about my concern about Metro Lift. If you click on the link that will take you to the meeting.

<https://ridemetro.granicus.com/player/clip/2186>

Lastly, I reached out to the Occupational Safety and Health Administration "OSHA" and after having a meeting with them they inform me that this is not their field and advise me to reach out to the Department of Transportation "DOT" for so assist.

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After reaching out to so many people I finally reach out to the one place that I knew deep down will help get the expose to this matter at hand Channel 13 News.

Channel 13 News Board Case for  
September 23, 2021 at 10:00 P.M.

TED OBERG INVESTIGATES

Houston METROLift Drivers Worry About Fatigue During Long Shifts: 'Draining'

With nearly 100 fewer drivers during the pandemic, operators say they're required to work six days a week, sometimes 12 hours a day. - <https://abc13.com/society/drainingmetrolift-drivers-worry-about-fatigue-on-long-shifts/11038887/>

With the help of Mr. Ted Oberg and Mrs. Sarah Rafique with Channel 13 News Investigates this matter will finally get the expose that it need. Unfortunately for me there will came a price for doing this that I will have to pay latterly on. Channel 13 air my story on Thursday September 23, 2021. On October 15, 2021 -22th" Days After the story air I was put on Administrative Removal, and on Tuesday October 27, 2021 "27th" Days later after, "8 Years, 7 Months, 18 Days- my Career at Metro Lift can to an end my First Transit Terminated Me from my employment affect Immediately. I never thought my career will end this way put it did. To this day I don't have any regrets because here at Metro Lift Bus Operator are been focus to Drive

some very Long Hours, and some had work up to 14 hours in one day. We are also been focus to work Mandatory Shift on one of our off days, and they the refuse many are been Suspend of Fired from the job. So, that means that the most of the drivers are only getting one day off a week. This is an Example of what people call "Driver Fatigue" Also, because of these Accidents at Metro Lift are through the roof, and that impact both the Drivers, and the Clients that ride the buses. It not at the point that Drivers are Quitting and Walk Out on the job, and the Drivers left behind have to suffer for it.

Why You Believe You Were Discriminated Against:

After Channel 13 News Investigates Ted Oberg and Sarah Rafique air my story I kindly new that my days was number. This is the company way of getting back at me for all the Heat they have coming their way from Corporate Office, and Metro, and Social Media about this problem. When I speak to another Transportation Company they will tell me the same thing that without Drivers these companies will go out of business. That may be true, but my situation is a great example of how companies will let their feels and emotion after the way they go there job.

Lastly, on Page 17 of the First Transit Handbook Section A. Whistleblowing Policy it stated,

"Managers are charged with assuring that they and their staff comply with the whistleblower protections and that no retaliation occurs because

of a reported safety related issue. Nothing in this policy, our Whistleblowing Policy, or Handbook prohibits an employee from reporting concerns to filing a charge or compliant with, Equal Employment Opportunity Commission, National Labor Relations Board, or any or federal, state or local agency charged with the enforcement of any Laws."

This Management Staff we have here at First Transit Inc. is not evening following their own Company Handbook, or doing with best for the company or the Metro Lift Services. Metro who give First Transit the contract does care either. Instead of do what right by their staff their instead will put Profit before anything else. That I'm am filing a "Whistleblower Compliant" against my Employer First Transit Inc. and may be this is what it going to take to finally make the Metro Lift Services better for the Drivers and the Riders.

[Notary Stamp Omitted]

Regards,

/s/ Joshua L. Marbley 10/22/2021  
Joshua L. Marbley

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|  |  |
|--|--|
| <b>CHARGE OF DISCRIMINATION</b><br>This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form. | Charge Agency(ies)<br>Presented To: Charge No(s):  |
|  | <input type="checkbox"/> FEPA<br><input checked="" type="checkbox"/> EEOC 460-2022-00480 |
| <b>TEXAS WORKFORCE COMMISSION</b> and EEOC<br><b>CIVIL RIGHTS DIVISION</b>   |  |
| State or local Agency, if any  |  |

|   |                        |                |
|---|------------------------|----------------|
| Name (indicate Mr., Ms., Mrs.)  | Home Phone             | Year of Birth  |
| MR. JOSHUA L MARBLEY  | (713) 885-5491         |                |
| Street Address City, State and ZIP Code<br>13110 KUYKENDAHL ROAD, APT #1706, HOUSTON, TX 77090  |                        |                |
| Named is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I Believe Discriminated Against Me or Others. (If more than two, list under PARTICULARS below) |                        |                |
| Name  | No. Employees, Members | Phone No.      |
| FIRST TRANSIT INC.  | 15 - 100               | (512) 241-1000 |
| Street Address City, State and ZIP Code<br>3250 TELEPHONE RD., HOUSTON, TX 77023  |                        |                |
| Name  | No. Employees, Members | Phone No.      |
| Street Address City, State and ZIP Code   |                        |                |

|   |   |
|---|---|
| <p><b>DISCRIMINATION BASED ON</b><br/> <i>(Check appropriate box(es).)</i></p> <p><input type="checkbox"/> RACE <input type="checkbox"/> COLOR <input type="checkbox"/> SEX<br/> <input type="checkbox"/> RELIGION <input type="checkbox"/> NATIONAL<br/> ORIGIN <input checked="" type="checkbox"/> RETALIATION<br/> <input type="checkbox"/> AGE <input type="checkbox"/> DISABILITY<br/> <input type="checkbox"/> GENETIC INFORMATION<br/> <input type="checkbox"/> OTHER <i>(Specify)</i></p>   | <p><b>DATE(S) DISCRIMINATION TOOK PLACE</b></p> <p>Earliest      Latest<br/> 10-19-2021    10-19-2021</p> <p><input type="checkbox"/> CONTINUING ACTION</p> |
| <p><b>THE PARTICULARS ARE</b> <i>(If additional paper is needed, attach extra sheet(s)):</i></p> <p>I was employed as a Driver. I complained about safety concerns related to Drivers and passengers. On October 19, 2021, I was terminated.</p> <p>I worked for Metro Life for over 8 years. I raised safety concerns about Drivers being tired and falling asleep, which placed passengers and pedestrians at risk for injuries. In June, July and August 2021, I presented my complaint before the Board of Directors for Metro. I also complained to corporate. However, my concerns were ignored. I was bullied and harassed. Respondent would view the bus surveillance cameras searching for safety violations against me. I took my complaint to the news media and on September 23, 2021, Channel 13 News Investigation Team aired my complaint. My story was viewed widely. Respondent was upset about this story and on October 15, 2021, I was placed on Administrative Removal pending an investigation. On October 19, 2021, I was terminated. I was informed that I had too many safety violations on my record, which is not true. I truly believe Respondent retaliated against me because they were upset that I reported them to the local news media.</p> |   |

|  |   |
|--|---|
| <p>I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.</p> | <p>NOTARY - <i>When necessary for State and Local Agency Requirements</i></p>   |
| <p>I declare under penalty of perjury that the above is true and correct.</p> <p>Digitally signed by Joshua L Marbley on 11-08-2021 04:17 PM EST</p>   | <p>I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.</p> <p><b>SIGNATURE OF COMPLAINANT</b></p> <p><b>SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE</b><br/>(month, day, year)</p> |

I believe I am being discriminated and retaliated against in violation of Title VII of the Civil Rights Act of 1964, as amended.

|  |   |
|--|---|
| <p>I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing</p> | <p>NOTARY - <i>When necessary for State and Local Agency Requirements</i></p> |
|--|---|

|  |  |
|--|--|
| of my charge in accordance with their procedures.                      | I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief. |
| I declare under penalty of perjury that the above is true and correct. |  |
| Digitally signed by Joshua L Marbley on 11-08-2021 04:17 PM EST        | SIGNATURE OF<br>COMPLAINANT<br><br>SUBSCRIBED AND<br>SWORN TO BEFORE ME<br>THIS DATE<br>(month, day, year)                   |

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RESOLUTION 2022 -148

A RESOLUTION

AUTHORIZING THE PRESIDENT & CEO TO NEGOTIATE AND EXECUTE A CONTRACT WITH FIRST TRANSIT INC TO PROVIDE CERTAIN PARATRANSIT VAN SERVICES FOR THE METROLIFT PROGRAM, AND MAKING FINDINGS AND PROVISIONS RELATED TO THE FOREGOING SUBJECT

WHEREAS, the Metropolitan Transit Authority of Harris County, Texas ("METRO") requires certain paratransit van services for the METROLift Program, including the provision of an operating facility, the hiring and training of operators, supervision of the service, maintenance of METRO-owned paratransit vehicles, and other administrative functions needed to operate the service; and

WHEREAS, METRO issued a Request for Proposals for such paratransit van services and the proposal from First Transit Inc was determined by an evaluation committee to offer the most advantages and best overall value to METRO; and

WHEREAS, management recommends that METRO enter into a five (5) year contract with two (2) options to extend the contract term for an additional one (1) year period with First Transit Inc to provide these paratransit van services for the METROLift Program, with a maximum contract amount of \$203,574,741.

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1. The METRO Board of Directors hereby authorizes the President & CEO to negotiate and execute a five (5) year contract with two (2) options to extend the contract term for an additional one (1) year period with First Transit Inc to provide paratransit van services for the METROLift Program, with a maximum contract amount of \$203,574,741.

Section 2. This Resolution is effective immediately upon passage.

I hereby certify that the above resolution is accurate in describing the action herein of the Board of Directors on the date below.

\_\_\_\_\_  
Cydonii V. Fairfax  
Executive Vice President  
& General Counsel

PASSED this 17th day of  
November, 2022  
APPROVED this 17th  
day of November, 2022

ATTEST:

\_\_\_\_\_  
Jessica Gonzalez  
Assistant Secretary

\_\_\_\_\_  
Sanjay Ramabhadran  
Chair

\_\_\_\_\_

|  |  |
|--|--|
| <b>Form #2201 Rev. 05/2020</b><br><b>Submit to:</b><br><b>SECRETARY OF STATE</b><br><b>Government Filings</b><br><b>Section P O Box 12887</b><br><b>Austin, TX 78711-2887</b><br><b>512-463-6334</b><br><b>512-463-5569 - Fax</b><br><b>Filing Fee: None</b> | <div style="text-align: center;">[SEAL]</div> <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> <b>STATEMENT<br/>OF OFFICER</b> </div> <div style="text-align: center;"> <b>SECRETARY<br/>OF STATE<br/>ELECTIONS<br/>DIVISION</b><br/> '21 JAN 6<br/>AM8:03 </div> </div> |
|--|--|

**Statement**

I, Ursula A. Hall, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Judge,  
165th District Court

**Execution**

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 1 January 2020      Ursula Hall  
Signature of Officer

|   |  |
|---|--|
| <b>Form #2204 Rev. 09/2017</b>  | <b>This space reserved<br/>for office use</b>  |
| <b>Submit to:</b><br><b>SECRETARY OF STATE</b><br><b>Government</b><br><b>Filings Section</b><br><b>P O Box 12887</b><br><b>Austin, TX 78711-2887</b><br><b>512-463-6334</b><br><b>FAX 512-463-5569</b> | <div data-bbox="842 575 997 701" data-label="Text"> <p>[SEAL]<br/>OATH OF<br/>OFFICE</p> </div> <div data-bbox="1021 516 1224 774" data-label="Text"> <p>SECRETARY<br/>OF STATE<br/>ELECTIONS<br/>DIVISION<br/>'21 JAN 8<br/>AM9:24</p> </div> |
| <b>Filing Fee: None</b>   |  |

IN THE NAME AND BY THE AUTHORITY OF THE  
STATE OF TEXAS,

I, Ursula A. Hall, do solemnly swear (or  
affirm), that I will faithfully execute the duties of the  
office of Judge, 165th District Court of  
the State of Texas, and will to the best of my ability  
preserve, protect, and defend the Constitution and  
laws of the United States and of this State, so help me  
God.

Ursula Hall  
Signature of Officer

\_\_\_\_\_

App. 34

Certification of Person  
Authorized to Administer Oath

State of Texas

County of Harris

Sworn to and subscribed before me on this 1 day of  
January, 2021.

(Affix Notary Seal,  
only if oath  
administered by a  
notary.)

Dedra Davis  
Signature of Notary Public or  
Signature of Other Person  
Authorized to Administer An  
Oath

DEDRA DAVIS  
Printed or Typed Name

---

|  |   |
|--|---|
| <b>Form #2201 Rev. 05/2020</b><br><b>Submit to:</b><br><b>SECRETARY OF STATE</b><br><b>Government Filings</b><br><b>Section P O Box 12887</b><br><b>Austin, TX 78711-2887</b><br><b>512-463-6334</b><br><b>512-463-5569 - Fax</b><br><b>Filing Fee: None</b> | <b>FILED IN</b><br><b>OFFICE OF</b><br><b>THE TEXAS</b><br><b>SECRETARY</b><br><b>OF STATE</b><br><b>JAN 03 2023</b><br><b>ELECTIONS</b><br><b>DIVISION</b> |
|--|---|

### Statement

I, Donna Roth, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Judge of the 295th District Court

## Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: January 1, 2023 D. Roth  
Signature of Officer

|  |   |
|--|---|
| <b>Form #2204 Rev. 09/2017</b><br><b>Submit to:</b><br><b>SECRETARY OF STATE</b><br><b>Government</b><br><b>Filings Section</b><br><b>P O Box 12887</b><br><b>Austin, TX 78711-2887</b><br><b>512-463-6334</b><br><b>FAX 512-463-5569</b><br><b>Filing Fee: None</b> | <b>This space reserved<br/>for office use</b><br><div style="text-align: right;"> FILED IN<br/> OFFICE OF<br/> THE TEXAS<br/> SECRETARY<br/> OF STATE<br/> JAN 03 2023<br/> ELECTIONS<br/> DIVISION </div> <div style="text-align: center;"> [SEAL]<br/> <b>OATH OF<br/>OFFICE</b> </div> |
|--|---|

IN THE NAME AND BY THE AUTHORITY OF THE  
STATE OF TEXAS,  
I, Donna Roth, do solemnly swear (or affirm), that I  
will faithfully execute the duties of the office of Judge  
of the 295th District Court of the State of Texas,  
and will to the best of my ability preserve, protect, and  
defend the Constitution and laws of the United States  
and of this State, so help me God.

D. Roth  
Signature of Officer

App. 37

Certification of Person  
Authorized to Administer Oath

State of Texas

County of Harris

Sworn to and subscribed before me on this 1st day  
of January, 2023.

(Affix Notary Seal,  
only if oath  
administered by a  
notary.)

Robert K Schaffer  
Signature of Notary Public or  
Signature of Other Person  
Authorized to Administer An  
Oath

ROBERT K SCHAFFER  
Printed or Typed Name

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[retrieved from <https://foavc.org>]

### **Violation of Oath of Office and Walker v Members of Congress**

In refusing to obey the law of the Constitution and call an Article V Convention when required to do so, the members of Congress not only violated federal income tax law but their oath of office as well. The Constitution requires that all members of Congress must take an oath of office to support the Constitution before assuming office. In order to comply with the Constitution, Congress has enacted federal laws to execute and enforce this constitutional requirement.

Federal law regulating oath of office by government officials is divided into four parts along with an executive order which further defines the law for purposes of enforcement. 5 U.S.C. 3331, provides the text of the actual oath of office members of Congress are required to take before assuming office. 5 U.S.C. 3333 requires members of Congress sign an affidavit that they have taken the oath of office required by 5 U.S.C. 3331 and have not or will not violate that oath of office during their tenure of office as defined by the third part of the law, 5 U.S.C. 7311 which explicitly makes it a federal criminal offense (and a violation of oath of office) for anyone employed in the United States Government (including members of Congress) to "advocate the overthrow of our constitutional form of government". The fourth federal law, 18 U.S.C. 1918 provides penalties for violation of oath office described in 5 U.S.C.

7311 which include: (1) removal from office and; (2) confinement or a fine.

The definition of "advocate" is further specified in Executive Order 10450 which for the purposes of enforcement supplements 5 U.S.C. 7311. One provision of Executive Order 10450 specifies it is a violation of 5 U.S.C. 7311 for any person taking the oath of office to advocate "the alteration . . . of the form of the government of the United States by unconstitutional means." Our form of government is defined by the Constitution of the United States. It can only be "altered" by constitutional amendment. Thus, according to Executive Order 10450 (and therefore 5 U.S. 7311) any act taken by government officials who have taken the oath of office prescribed by 5 U.S.C. 3331 which alters the form of government other by amendment, is a criminal violation of the 5 U.S.C. 7311.

Congress has never altered the Article V Convention clause by constitutional amendment. Hence, the original language written in the law by the Framers and its original intent remains undisturbed and intact. That law specifies a convention call is peremptory on Congress when the states have applied for a convention call and uses the word "shall" to state this. The states have applied. When members of Congress disobey the law of the Constitution and refuse to issue a call for an Article V Convention when peremptorily required to do so by that law, they have asserted a veto power when none exists nor was ever intended to exist in that law. This veto alters the form of our government by removing one of the methods of amendment

proposal the law of the Constitution creates. Such alteration without amendment is a criminal violation of 5 U.S.C. 7311 and 18 U.S.C. 1918.

In addition, the members of Congress committed a second criminal violation of their oaths of office regarding an Article V Convention call. 5 U.S.C. 7311 clearly specifies it is a criminal violation for any member of Congress to advocate the overthrow of our constitutional form of government. The definition of the word "advocate" is to: "defend by argument before a tribunal or the public: support or recommend publicly."

The single intent of the federal lawsuit Walker v Members of Congress (a public record) was to compel Congress to obey the law of the Constitution and call an Article V Convention as peremptorily required by that law, the original intent of which has never altered by constitutional amendment. The lawsuit was brought because Congress has refused to obey the law of the Constitution. Such refusal obviously establishes the objective of the members of Congress to overthrow our form of government by establishing they (the members of Congress) can disobey the law of the Constitution and thus overthrow our constitutional form of government.

The word "peremptory" precludes any objection whatsoever by members of Congress to refuse to call an Article V Convention. This peremptory preclusion certainly includes joining a lawsuit to oppose obeying the law of the Constitution and it may be vetoed by members of Congress. That act not only violates the

law of the Constitution but 5 U.S.C. 7311 as well. When the members of Congress joined to oppose Walker v Members of Congress their opposition became part of the court record and therefore a matter of public record. Thus, regardless of whatever arguments for such opposition were presented by their legal counsel to justify their opposition, the criminal violation of the oath of office occurred because the members of Congress joined the lawsuit to publicly declare their opposition to obeying the law of the Constitution. Comments

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App. 42

[SEAL]

ADMINISTRATIVE OFFICE OF THE  
UNITED STATES COURTS

WASHINGTON, D.C. 20544

|                         |                        |
|-------------------------|------------------------|
| JAMES R. BAUGHER        | MICHAEL L. SMITH       |
| Associate Director      | Chief Human            |
| Department of           | Resources Officer      |
| Administrative Services | Human Resources Office |

August 1, 2023

Mr. Joshua L. Marbley  
535 Seminar Dr #283  
Houston, TX 77060

Dear Mr. Marbley:

This is in response to your request for a copy of the oath of office form for two United States Judges. The Administrative Office of the United States Courts does not release copies of a judge's signed oath of office. However, this letter will confirm that the following judges have been appointed as judges of the Southern District of Texas and took the oath of office prescribed by law as noted below. The text of the oath of office for judges may be found in the United States Code at 28 U.S.C. § 453 and 5 U.S.C. § 3331. Please also note that United States Judges are not issued bonds.

| <b>Name and Title</b>                   | <b>Oath of Office Date</b> |
|---|----------------------------|
| Charles Eskridge, III<br>District Judge | October 22, 2019           |

App. 43

Andrew S. Hanen  
District Judge

June 6, 2002

Please note that our office does not maintain personnel records for case managers.

Thank you for your inquiry.

Sincerely,

/s/ [Illegible]

Judges Compensation and  
Retirement Division

Enclosure

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App. 44

**SUPREME COURT OF THE UNITED STATES  
OFFICE OF THE CLERK  
WASHINGTON, DC 20543-0001**

March 21, 2023

Joshua Marbly  
535 Seminar Drive, #283  
Houston, TX 77060

RE: Marbly v. Houston, et al.  
USCA5 No. 22-20451

Dear Mr. Marbly:

The above-entitled petition for a writ of certiorari was postmarked March 18, 2023 and received March 21, 2023. The papers are returned for the following reason(s):

The petition is out-of-time. The date of the lower court judgment or order denying a timely petition for rehearing was November 28, 2022. Therefore, the petition was due on or before February 26, 2023. Rules 13.1, 29.2 and 30.1. When the time to file a petition for a writ of certiorari in a civil case (habeas action included) has expired, the Court no longer has the power to review the petition.

The time for filing a petition for a writ of certiorari is not controlled by the date of the issuance of the mandate. Rule 13.3.

In addition, a paid petition must be in booklet format and on paper that measures 6 1/8 by 9 1/4 inches. Rule 33.1(a).

App. 45

Your money order in the amount of \$300 is returned.

Sincerely,  
Scott S. Harris, Clerk  
By:

/s/ Lisa Nesbitt  
Lisa Nesbitt  
(202) 479-3038

Enclosures

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App. 46

**SUPREME COURT OF THE UNITED STATES  
OFFICE OF THE CLERK  
WASHINGTON, DC 20543-0001**

November 20, 2023

Joshua Marbley  
535 Seminar Drive, Apt. #283  
Houston, TX 77060

RE: Marbley v. First Transit, et al.  
TX CoA 14th Dist. No. 14-23-00416

Dear Mr. Marbley:

The above-entitled petition for a writ of certiorari was postmarked November 15, 2023 and received November 17, 2023. The papers are returned for the following reason(s):

Your case must first be reviewed by a United States court of appeals or by the highest state court in which a decision could be had. 28 USC 1254 and 1257.

Your check in the amount of \$300.00 is returned.

Sincerely,  
Scott S. Harris, Clerk  
By:

/s/

Lisa Nesbitt  
(202) 479-3038

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App. 47

**State Commission on Judicial Conduct**

**Officers**

Gary L. Steel, Chair  
Janis Holt,  
Vice-Chair  
Ronald E. Bunch,  
Secretary

[SEAL]

April 27, 2023

**Executive Director**

Jacqueline R.  
Habersham

**Members**

Valerie Ertz  
Clifton Roberson  
Kathy P. Ward  
Wayne Money  
Andrew M.  
"Andy" Kahan  
Ken Wise  
Cary F. Walker  
Tano E. Tijerina  
Clifford T. Harbin  
Chace A. Craig

**CONFIDENTIAL**

Joshua Marbley  
535 Seminar Drive Apt. #283  
Houston, TX 77060

Re: CJC No. 23-0568

Dear Mr. Marbley:

We are continuing our investigation into the complaint you filed with us on 4-25-23. We sincerely appreciate your patience in this time-consuming process.

However, we need additional information from you regarding this matter. In order for us to complete the investigation, we ask that you respond to the questions

contained in item QC-1 attached hereto. Please write or type your answers in the space provided below each question. If you need more space, please feel free to attach additional pages. Additionally, please sign and date your answer. Also, since it may be necessary to contact you for additional information, please keep us informed of any change to your address and/or telephone number.

We will be presenting this matter to the Commission as soon as we have completed our investigation, and we will notify you of its decision. If you should have any questions in the meantime, however, you may contact this office.

Keep in mind the Commission does not have the authority to give legal advice or change the ruling of any court. Also, please understand that the Commission's jurisdiction is limited to the review of allegations of judicial misconduct and does not preclude other remedies that may be available to you.

Thank you for your assistance and cooperation in this matter. We do appreciate your help in maintaining the integrity of the judiciary. Please provide your responses within fifteen (10) days of receipt of this letter. You can email your response to [information@scjc.texas.gov](mailto:information@scjc.texas.gov). If you submit your response via email, please include your CJC number in the subject line.

**STATE COMMISSION ON  
JUDICIAL CONDUCT**

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2/8/23, 12:02 PM 'The Judge Is Not Happy': Houston Jurist Sanctioned for Not Ruling on Discovery Motions | Texas Lawyer – Jackson Walker

[LOGO] | Jackson Walker

**'The Judge Is Not Happy': Houston Jurist Sanctioned for Not Ruling on Discovery Motions | Texas Lawyer**

November 17, 2020 | Mentions

As a member of the Texas Commission on Judicial Conduct, Jackson Walker partner Chip Babcock spoke with *Texas Lawyer* about the Commission's sanction against Judge Ursula Hall, who presides over Harris County's 165th District Court. Hall appealed the sanction to the Texas Supreme Court, which will appoint a special court of review to hold a new trial over the judicial grievance.

"The judge is not happy with the ruling," Chip said. By and large, there was no motion pending before her to rule on. As for the recusal motion, it was never presented to her until the day that she ruled. She didn't know about it until the day she ruled. When she knew about it, she ruled right away."

To read more, view the *Texas Lawyer* article "['The Judge Is Not Happy': Houston Jurist Sanctioned for Not Ruling on Discovery Motions](#)" (*subscription required*).

## Meet Chip

Houston partner Charles L. Babcock is a nationally recognized trial and appellate attorney. Chip's practice experience includes bet-the-company litigation, First Amendment litigation, commercial litigation, intellectual property litigation, government investigations, media litigation, and appellate litigation. In addition to receiving the Ronald D. Secrest Outstanding Trial Lawyer Award from the Texas Bar Foundation, Chip has been named a "25 Greatest Texas Lawyer of the Past Quarter Century" by *Texas Lawyer* and a Fellow of the American College of Trial Lawyers.

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2/8/23, 12:04 PM DISCIPLINARY ACTIONS Texas  
Bar Journal : January 2021

## Miscellany

### DISCIPLINARY ACTIONS

#### JUDICIAL ACTIONS

*To read the entire public sanctions, go to [scjc.texas.gov](http://scjc.texas.gov).*

On November 12, 2020, the State Commission on Judicial Conduct issued a public warning and order of additional education to **WILLIAM C. BOSWORTH JR.**, judge of the 413th Judicial District Court, Cleburne, Johnson County.

On October 28, 2020, the State Commission on Judicial Conduct issued a public warning and order of additional education to **KELLY CROW**, justice of the peace, Precinct 3, Katy, Fort Bend County.

On October 28, 2020, the State Commission on Judicial Conduct issued a public warning and order of additional education to **URSULA HALL**, judge of the 165th Civil District Court, Houston, Harris County. This sanction is currently on appeal before the Special Court of Review.

On November 12, 2020, the State Commission on Judicial Conduct issued a public admonition to **BILL METZGER**, former justice of the peace, Precinct 2, Place 2, Mesquite, Dallas County.

On November 12, 2020, the State Commission on Judicial Conduct issued a public warning to **KEN MOLBERG**, former judge of the 95th Civil District Court, Dallas, Dallas County.

On October 28, 2020, the State Commission on Judicial Conduct issued a public admonition and order of additional education to **ROBERT RICHTER**, municipal court judge, Missouri City, Fort Bend County.

On October 28, 2020, the State Commission on Judicial Conduct issued a public warning and order of additional education to **LISA R. WOODARD**, justice of the peace, Precinct 8, Fort Worth, Tarrant County.

On December 3, 2020, the State Commission on Judicial Conduct issued a public warning (nunc pro tunc) to **KEN MOLBERG**, former judge of the 95th Civil District Court, Dallas, Dallas County.

## **BODA**

On November 6, 2020, the Board of Disciplinary Appeals issued a judgment revoking probation and actively suspending respondent from the practice of law for Dallas attorney **WARD BRACKETT BENNETT DAVISON** [#24066787], 40, from an agreed judgment of partially probated suspension by the evidentiary panel of the State Bar of Texas District 6 Grievance Committee. Respondent appeared pro se. BODA Cause No. 64755.

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## **OFFICE OF THE MAYOR**

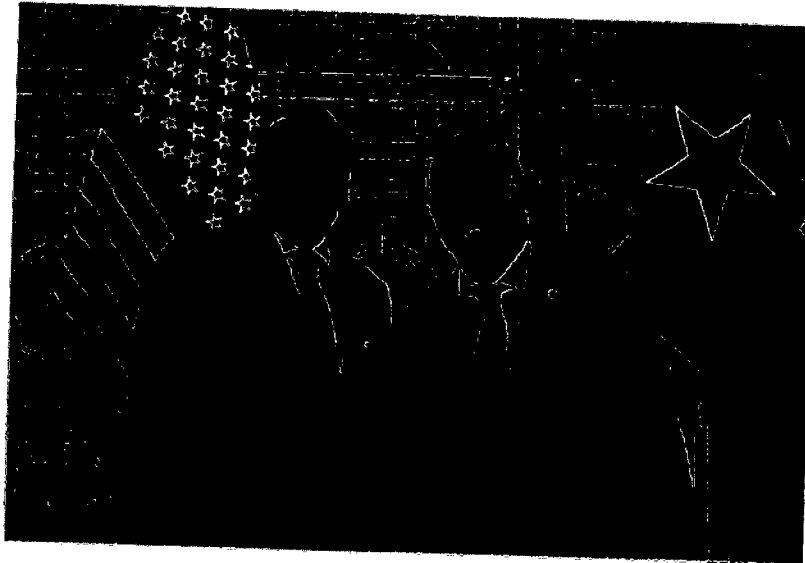
### **Press Releases**

## **MAYOR'S OFFICE PRESS RELEASE**

### **Mayor Sylvester Turner Names New Chair Of METRO's Board Of Directors**

*Selection Is The Mayor's Second  
Historic Appointment To Lead The Agency*

**February 17, 2022** – Mayor Sylvester Turner on Thursday nominated a well-Mayor's Home Page respected engineer, long-time community leader, and current METRO board Ceremonial Documents member to serve as the next Chair of the public transit agency.



Sanjay “Ram” Ramabhadran has served on the METRO Board of Directors since May 2015 and is the current Chair of the Capital & Strategic Planning Committee and a member of the Finance & Audit Committee. He has helped oversee the planning, design, construction, and launch of major projects, including METRONext, that enhance mobility throughout the region. These projects include a multi-million-dollar program ensuring universal accessibility for passengers with a range of disabilities. He also worked to expand **METRO****Rapid**, the agency’s bus rapid transit (BRT) service. Initially a single north-south route connecting Uptown to two major transit centers, the service will also include the Inner Katy Line, connecting Uptown and downtown, and the University Line, which will be the longest BRT line in the nation. He is working to enhance the travel time, reliability, and access for 17 of METRO’s high ridership bus routes as part of the BOOST initiative.



“As a prepared and proven leader, Sanjay is ready to steer Texas’ largest metropolitan transit authority,” Mayor Turner said. “His leadership will play a big role in getting the ambitious METRONext and other projects right.”

“It is an honor of a lifetime to serve the City of Houston and the entire region. I truly appreciate the trust and confidence in me to build the future of METRO. I look forward to working with my colleagues on the METRO Board, the CEO, and the 4,100 strong METRO family,” said Ramabhadran. “These men and women are front-line heroes in their own right. 24/7 and 365 days a year, they work to move Houstonians. Not just during a regular work week or for a baseball game, but when it is most needed, during a flood, hurricane, or pandemic.”

Ramabhadran will replace Carrin Patman, who is stepping down following her nomination by the Biden Administration to serve as ambassador to Iceland.

She is METRO’s first woman to serve as board chair, appointed in 2016 by Mayor Sylvester Turner. She previously served as a METRO board member from 2010 to 2013.

As Chair, Carrin led the successful passage of the \$3.5 billion METRONext bond measure. METRONext calls for 500 miles of travel improvements in the region over the next 20 years.

“I am grateful to Carrin Patman for all she has done in the advancement of providing safe, clean, reliable,

accessible, and friendly public transportation services to our region,” said Mayor Turner.

Patman’s last day as METRO Chair will be Thursday, February 24, 2022.

Ramabhadran will be the first Indo-American who will serve as METRO’s Chair. Combined with his historic appointment of Patman as the first woman to lead METRO’s board of directors, Mayor Turner said the appointments of two accomplished individuals underscore Houston’s strength as a diverse and inclusive city.

“There is incredible talent in our city. That gives me hope that no matter what challenges we face, we will overcome those challenges if we work together,” Mayor Turner said.



**SETTLEMENT OFFER**

Mr. Joshua L. Marbley  
Pro-Say Litigant  
535 Seminar Drive Apt #283  
Houston, Texas 77060  
Phone: (713) 885-5491

Effective Date: November 28, 2022

**RE: "4th Attempt" Settlement Offer**

Dear Metropolitan Transit Authority "Board of  
Directions"

Mr. Sanjay Ramabhadran, P.E., Chair (C), Mr. Don  
Elder Jr., First Vice-Chair (M), Mr. Robert Trevino,  
P.E., Second Vice-Chair (H), Mr. Troi Taylor, Secretary  
(C), Mr. Lex Frieden (C), Mr. Bob Fry (M), Mr.  
Christopher G. Hollins (H), Mrs. Diann L. Lewter (C),  
Mrs. Terry Morales (C)  
1900 Main Street  
Houston, Texas 77002  
Phone: (713) 739-4834

~~Dear Mr. Thomas G. Lambert:~~  
President and CEO of Metropolitan Transit Authority  
of Harris County  
14th Floor  
1900 Main Street, Houston, Texas 77002  
(713) 739-4832

Dear Mrs. Norasha L. Williams  
Texas State Bar No: 24013759  
1900 Main Street  
Houston, Texas 77002  
Phone: (713) 615-6743  
Email: [Norasha.williams@ridemetro.org](mailto:Norasha.williams@ridemetro.org)  
**Attorney for Defendant**  
**Metropolitan Transit Authority of**  
**Harris County, Texas**

This letter of intent is a formal notice that Mr. Joshua L. Marbley is reaching out to the Metropolitan Transit Authority one of the Defendant in my Lawsuit Case Number "4:22CV-01367" with a Settlement Offer. As you all are aware on Monday August 29, 2022, the United States Court of Appeals Fifth Circuit received my complaint. On Friday September 16, 2022, the United States Court of Appeals Fifth Circuit sent me a letter in the mail, and also "CC" the letter to Mrs. Barbara Callistien, Mrs. Norasha Williams, and Mr. Charles Wilson that upon determination of jurisdiction, notice will be issue for the next Procedural Step to be taken for your Appeal to Procced.

On Friday October 21, 2022, I filled my Appeal with the Board of Disciplinary Appeals Appointed by The Supreme Court of Texas against the Attorney on Record Mrs. Norasha Lynn Williams, Mrs. Carolyn Lilian Martin, Mr. Charles Howard Wilson, and Mrs. Nathaniel J. Higgins. On Tuesday October 25, 2022, I received a letter in the mail from Mrs. Jackie Truitt "Executive Assistant" for The Board of Disciplinary Appeals Appointed by The Supreme Court of Texas. She was informing me that they have received my Appeal from dismissal of your grievance against Mrs. Norasha Lynn Williams, Mrs. Carolyn Lilian Martin, Mr. Charles Howard Wilson, and Mrs. Nathaniel J. Higgins. After they review it, then will notice all parties in writing of the Board decision.

On Thursday November 3, 2022, the Initial Case Check by the Attorney Advisor was completed. Now they have recommendation that my Case Number

"22-20451" in the United States Court of Appeals "Fifth Circuit" be submit to the court for jurisdictional review.

**I. The Plaintiff.** Joshua L. Marbley (the "Plaintiff").

**II. The Defendant.** Metropolitan Transit Authority of Harris County. (the "Defendant").

**III. Settlement Demand.** As a result of your actions, the Plaintiff seeks relief in the form of: Violation of Texas Whistleblower Act, Title 7 of Civil Rights Acts, Texas Public Information Act, 42 U.S.C. 1983, National Transit System Security Act, National Labor Act, and Federal Motor Carrier Safety Administration.

☒ - Payment in the amount of \$80,000,000.00 Dollars

☐ - Other: [OTHER SETTLEMENT DEMAND]

Please respond by the 5th day of December 2022 to settle this matter out of court. I would like to resolve in an amical matter. We can also negotiation this settlement offer as well.

**IV. Governing Law.** This Letter of Intent shall be governed under the laws of the State of Texas.

Sincerely,

/s/ Josh Marbley 11/28/2022

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**SETTLEMENT OFFER**

Mr. Joshua L. Marbley  
Pro-Say Litigant  
535 Seminar Drive Apt #283  
Houston, Texas 77060  
Phone: (713) 885-5491

Effective Date: November 28, 2022

**RE: "4th Attempt" Settlement Offer**

Dear Mr. Bradley A. Thomas:  
President and CEO of First Transit Inc.  
600 Vine Street, Cincinnati, OHIO 45202  
(513) 241-2200

This letter of intent is a formal notice that Mr. Joshua L. Marbley is reaching out to First Transit Inc. one of the Defendant in my Lawsuit Case Number "4:22-CV-01367" with a Settlement Offer. As you all are aware on Monday August 29, 2022, the United States Court of Appeals Fifth Circuit received my complaint. On Friday September 16, 2022, the United States Court of Appeals Fifth Circuit sent me a letter in the mail, and also "CC" the letter to Mrs. Barbara Callistien, Mrs. Norasha Williams, and Mr. Charles Wilson that upon determination of jurisdiction, notice will be issue for the next Procedural Step to be taken for your Appeal to Proceed.

On Friday October 21, 2022, I filled my Appeal with the Board of Disciplinary Appeals Appointed by The Supreme Court of Texas against the Attorney on Record Mrs. Norasha Lynn Williams, Mrs. Carolyn Lilian Martin, Mr. Charles Howard Wilson, and Mrs.

Nathaniel J. Higgins. On Tuesday October 25, 2022, I received a letter in the mail from Mrs. Jackie Truitt "Executive Assistant" for The Board of Disciplinary Appeals Appointed by The Supreme Court of Texas. She was informing me that they have received my Appeal from dismissal of your grievance against Mrs. Norasha Lynn Williams, Mrs. Carolyn Lilian Martin, Mr. Charles Howard Wilson, and Mrs. Nathaniel J. Higgins. After they review it, then will notice all parties in writing of the Board decision.

On Thursday November 3, 2022, the Initial Case Check by the Attorney Advisor was completed. Now they have recommendation that my Case Number "22-20451" in the United States Court of Appeals "Fifth Circuit" be submit to the court for jurisdictional review.

**I. The Plaintiff.** Joshua L. Marbley (the "Plaintiff").

**II. The Defendant.** First Transit Inc. (the "Defendant").

**III. Settlement Demand.** As a result of your actions, the Plaintiff seeks relief in the form of: Violation of Texas Whistleblower Act, Title 7 of Civil Rights Acts, Texas Public Information Act, 42 U.S.C. 1983, National Transit System Security Act, National Labor Act, and Federal Motor Carrier Safety Administration.

☒ - Payment in the amount of \$80,000,000.00 Dollars

☐ - Other: [OTHER SETTLEMENT DEMAND]

Please respond by the 5th day of December 2022 to settle this matter out of court. I would like to resolve in

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an amical matter. We can also negotiation this settlement offer as well.

**IV. Governing Law.** This Letter of Intent shall be governed under the laws of the State of Texas.

Sincerely,

/s/ Josh Marbley 11/28/2022

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**SETTLEMENT OFFER**

Mr. Joshua L. Marbley  
Pro-Say Litigant  
535 Seminar Drive Apt #283  
Houston, Texas 77060  
Phone: (713) 885-5491

Effective Date: November 28, 2022

**RE: "4th Attempt" Settlement Offer**

Dear Mr. Sylvester Turner:  
Mayor of City of Houston.  
901 Bagby Street  
Houston, Texas 77002

Dear Mrs. Carolyn L. Martin  
Texas State Bar No:  
24112888  
P.O. Box 368  
Houston, Texas 77001-0368  
Phone: (832) 393-6259

Email: [Carolyn.Martin@houstontx.gov](mailto:Carolyn.Martin@houstontx.gov)

**Attorney for Defendant**  
**City of Houston**  
**Legal Department**

Dear Mr. Donald J Fleming  
Texas State Bar No;  
07122500  
P.O. Box 368  
Houston, Texas 77001-0368  
Phone: (832) 393-6303  
Fax: 832-393-6259

Email: [Don.fleming@houstontx.gov](mailto:Don.fleming@houstontx.gov)

**Attorney for Defendant**  
**City of Houston**  
**Legal Department**

Dear Mrs. Barbara Callistien  
Texas State Bar No: 03664400  
P.O. Box 368  
Houston, Texas 77001-0368  
Phone: (832) 393-6259  
Email: [Barbara.Callistien@houstontx.gov](mailto:Barbara.Callistien@houstontx.gov)  
**Attorney for Defendant**  
**City of Houston Legal Department**

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This letter of intent is a formal notice that Mr. Joshua L. Marbley is reaching out to the City of Houston one of the Defendant in my Lawsuit Case Number "4:22-CV-01367" with a Settlement Offer. As you all are aware on Monday August 29, 2022, the United States Court of Appeals Fifth Circuit received my complaint. On Friday September 16, 2022, the United States Court of Appeals Fifth Circuit sent me a letter in the mail, and also "CC" the letter to Mrs. Barbara Callistien, Mrs. Norasha Williams, and Mr. Charles Wilson that upon determination of jurisdiction, notice will be issue for the next Procedural Step to be taken for your Appeal to Proceed.

On Friday October 21, 2022, I filled my Appeal with the Board of Disciplinary Appeals Appointed by The Supreme Court of Texas against the Attorney on Record Mrs. Norasha Lynn Williams, Mrs. Carolyn Lilian Martin, Mr. Charles Howard Wilson, and Mrs. Nathaniel J. Higgins. On Tuesday October 25, 2022, I received a letter in the mail from Mrs. Jackie Truitt "Executive Assistant" for The Board of Disciplinary Appeals Appointed by The Supreme Court of Texas. She was informing me that they have received my Appeal from dismissal of your grievance against Mrs. Norasha Lynn Williams, Mrs. Carolyn Lilian Martin, Mr. Charles Howard Wilson, and Mrs. Nathaniel J. Higgins. After they review it, then will notice all parties in writing of the Board decision.

On Thursday November 3, 2022, the Initial Case Check by the Attorney Advisor was completed. Now they have recommendation that my Case Number

"22-20451" in the United States Court of Appeals "Fifth Circuit" be submit to the court for jurisdictional review.

**I. The Plaintiff.** Joshua L. Marbley (the "Plaintiff").

**II. The Defendant.** The City of Houston. (the "Defendant").

**III. Settlement Demand.** As a result of your actions, the Plaintiff seeks relief in the form of: Violation of Texas Whistleblower Act, Title 7 of Civil Rights Acts, Texas Public Information Act, 42 U.S.C. 1983, National Transit System Security Act, National Labor Act, and Federal Motor Carrier Safety Administration.

☒ - Payment in the amount of \$80,000,000.00 Dollars

☐ - Other: [OTHER SETTLEMENT DEMAND]

Please respond by the 5th day of December 2022 to settle this matter out of court. I would like to resolve in an amical matter. We can also negotiation this settlement offer as well.

**IV. Governing Law.** This Letter of Intent shall be governed under the laws of the State of Texas.

Sincerely,

/s/ Josh Marbley 11/28/2022

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**METROPOLITAN TRANSIT AUTHORITY  
CONTRACT NO. CT1600002**

**FOR**

**OPERATION OF PARATRANSIT  
VAN TRANSPORTATION SERVICES**

**BY AND BETWEEN**

**FIRST TRANSIT, INC.  
600 VINE STREET  
SUITE 1400  
CINCINNATI, OH 45202**

**AND**

**THE METROPOLITAN TRANSIT AUTHORITY  
OF HARRIS COUNTY, TEXAS**

**FUNDING: Local and Federal Funding**

Metropolitan Transit Authority  
Procurement Division  
1900 Main Street  
P.O. Box 61429  
Houston, Texas 77002

\* \* \*

**7 TERMINATION FOR CONVENIENCE OF  
METRO**

A. METRO may terminate the Contract at any time after award of the Contract by written notice to the Contractor if METRO determines that such termination is in its best interest. Upon receipt of written notice of termination, the Contractor shall cease performance to the extent specified in the notice of termination. In the event of termination in whole, the

Contractor shall prepare a final invoice within thirty (30) calendar days of such termination reflecting the service(s) actually furnished pursuant to the Contract and to the satisfaction of METRO, that have not appeared on any previous invoice.

B. METRO agrees to pay the Contractor, in accordance with the terms of the Contract, for conforming service(s) actually furnished and verifiable costs that have been incurred or will be incurred by the termination, which shall be the sole amount owed to the Contractor whether for damages or otherwise, by virtue of the termination of this Contract. Any termination costs shall be in accordance of the Federal Acquisition Regulations (FAR).

## **8 TERMINATION FOR DEFAULT**

A. METRO may, subject to Paragraphs D. and E. below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to perform the services within the time and in the manner specified in this Contract or any extension thereof; or fails to perform any of the other provisions of this Contract.

B. METRO's right to terminate this Contract may be exercised if the Contractor does not cure the condition or conditions constituting default within ten (10) calendar days (or such longer period as may be authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

C. If METRO terminates this Contract, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, services similar to that terminated, and the Contractor will be liable to METRO for any excess costs.

\* \* \*

## **SECTION XI - FEDERAL REQUIREMENTS ARTICLES**

### **1 FEDERAL CHANGES**

Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the FTA Master Agreement (Form FTA MA (19) dated October 1, 2012) between METRO and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

\* \* \*

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**45 Years of Service: METRO Board Honors  
Retiring President & CEO Tom Lambert**

**Release Date: Dec. 14, 2023  
Media Hot Line: 713.739.4040**

**METRO Board Honors Retiring  
President & CEO Tom Lambert**

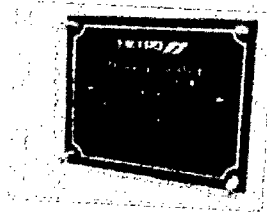


The METRO Board of Directors honored retiring President & CEO Tom Lambert on Thursday for his remarkable 45 years of service to the Authority.

During its regular meeting, the Board recognized Lambert with a proclamation that highlighted his advocacy for enhanced customer experience, his commitment to public safety and his contributions that improved public transit throughout the Houston region.

"Mr. Lambert, it's been an absolute honor working with you." said METRO Board Chair Sanjay Ramabhadran. "What you've done for Houston, the region and the

transit industry—we appreciate it today, and we will appreciate it even more 10, 20, 30 years from now.”



Ramabhadran also announced the creation of the Thomas C. Lambert Conference Center, a meeting facility located on the second level of METRO's Leo P. Brown Administration Building in downtown.

Lambert reflected on his decades at METRO, which included challenges such as Hurricane Harvey, Winter Storm Uri and the COVID-19 pandemic.

“We took care of the customers. but we also made sure we took care of the employees that had to provide an essential service,” said Lambert. “When you’ve got that foundation of a commitment to public service, there’s nothing this agency cannot do.”

“I am honored to have had the opportunity to spend a few years here, and I just want to thank you very much.”





Mike DeMarco, Chief Show Operations Officer for the Houston Livestock Show & Rodeo, was among local leaders who made remarks during Thursday's meeting. He underscored the strong partnership METRO has with the Rodeo, having provided millions of rides to and from the annual event since the construction of NRG Park.

"I want to say thank you to you, Tom," said DeMarco. "Without the support, we would never have been as successful as we are today—without a comprehensive transit program."

Lambert began serving as president & CEO in 2013. He and METRO have received numerous awards and recognitions, including.

- the 2015 and 2020 "Outstanding Public Transportation System Achievement Award" from the American Public Transportation Association (APTA)
- the 2018 APTA "Outstanding Manager Award"
- the 2019 APTA "Rail Safety and Security Excellence Award"
- the 2018 APIA "Bus Safety and Security Excellence Award"
- the 2017 Texas Transit Association "Outstanding Metropolitan Transit System Award"

Lambert joined METRO in 1979, its first full year of operation. Following the creation of the METRO Police Department in 1982, Lambert became its first chief of police. He has also served as chief administrative officer and executive vice president.

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Under Lambert's leadership, METRO expanded light rail service and redesigned its entire local bus network. The Authority also expanded and improved METROLift, enhanced the customer experience with real-time service alerts, launched mobile ticketing and created an Office of Innovation, which helped establish METRO's Ultimate Action Plan.

He continues to oversee the implementation of a voter-approved plan that includes 500 miles of travel improvements, including new METRO Rapid bus rapid transit projects, BOOST enhancements to high frequency bus routes and upgrades to 9,000 bus stops to ensure they meet or exceed AOA standards.

Lambert will continue to serve as president & CEO through Dec. 31.

**Watch: Tom Lambert Reflects on METRO's Achievements**



*Click to watch this video series on YouTube.*

The Metropolitan Transit Authority of Harris County (METRO) is the region's largest public transit provider, offering safe, clean, reliable, accessible and friendly transportation services. METRO's transit network includes local bus, METRORail, which includes the Red Line (Main Street and Northline), the Green Line (East End) and the Purple Line (Southeast), Park & Ride commuter buses, METROLift paratransit service, HOV/HOT Express Lanes, curb2curb micro-transit service and METRO Star Vanpool. In 2020, the Authority introduced the METRORapid Silver Line, the region's first bus rapid transit service. Bike & Ride programs and road improvement projects are also part of METRO's commitment in the Houston region. Focused on investing in the region's future mobility needs, the Authority developed the METRONext Moving Forward Plan. METRO is also the first transit provider in the region to pilot autonomous vehicle shuttle technology. Learn more about METRO services at RideMETRO.org, where you will also find useful tools like the RideMETRO app where you can plan your trip and even pay your fare from your phone.

[LOGO]

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Case No. 202209776

MARBLEY, JOSHUA \* IN THE DISTRICT COURT  
vs. \* OF  
HARRIS COUNTY \* HARRIS COUNTY, TEXAS  
\* 295th JUDICIAL DISTRICT

**NOTICE OF INTENT TO DISMISS -  
NO FINAL ORDER**

To All Counsel and Pro Se Parties:

Court records indicate that there has been a settlement, verdict, or decision dispositive of the case listed below, but a final order has not been filed. A submission is set on 02-19-2024 at 08:00 AM. on the Court's Intent to **DISMISS FOR WANT OF PROSECUTION**. If a final order of disposition is not filed and approved by the court at or before the time of the hearing, this case will be **DISMISSED FOR WANT OF PROSECUTION**.

If No Final Order has been filed, then you must file a verified motion to retain, showing good cause to retain the case or diligence in prosecution to avoid dismissal, file a verified motion to retain on the Courts Submission Docket, pursuant to Civil Trail Division, Rule 3.3.3

If you file a verified motion to retain, you **DO NOT** appear for hearing unless otherwise advised. Failure to file a verified motion to retain on the Court's Submission Docket as ordered will result in the case being **DISMISSED FOR WANT OF PROSECUTION**.