

Exhibit A



METRO

DOCUMENT 1

Carlos Leon
413117

January 23rd 2017

To: Mr. Carlos De Leon (1)

Subject: Criminal Trespass Notification (5) *no conduct specified because no violation occurred*

This is to officially notify you that your conduct at the Capital Metro Board of Directors meeting on January 23rd 2017 in the Capital Metro Headquarters building located at 2910 E. 5th Street in Austin, Travis County, TX violated the Criminal Trespass Notification warning letter issued to you personally on July 25, 2016, by former Director of Security David Martin.

You were advised on that day that any further rules violation of Capital Metro Policy will result in your immediate removal from all Capital Metro property for a period of 6 months and, any further violations during the six-month timeframe will increase removal to one year from original date of violation. You were also to refrain from disorderly conduct on any Capital Metro vehicles, Capital Metro Operators and/or Personnel and follow all instructions given for your safety and the safety of those about you.

You are hereby notified that you are not allowed on Capital Metro's property at 2910 E. 5th street for 6 months from (2) and, should you be found on the premises of Capital Metro headquarters building located at 2910 E. 5th you will be charged with Criminal Trespass as outlined in the excerpted Texas penal code provision listed below.

Sec. 30.05. CRIMINAL TRESPASS. (a) A person commits an offense if the person enters or remains on or in property of another, including residential land, agricultural land, a recreational vehicle park, a building, or an aircraft or other vehicle, without effective consent and the person:

- 1) had notice that the entry was forbidden; or
- 2) received notice to depart but failed to do so.

(b) For purposes of this section:

- (1) "Entry" means the intrusion of the entire body.
- (2) "Notice" means:

- A) oral or written communication by the owner or someone with apparent authority to act for the owner;
- B) fencing or other enclosure obviously designed to exclude intruders or to contain livestock;
- C) a sign or signs posted on the property or at the entrance to the building, reasonably likely to come to the attention of intruders, indicating that entry is forbidden.

John W. Jones (3)

Capital Metro Transportation Agency (4)
Director of Security (interim)RSC (Rail Security Coordinator)

Exhibit B

So, standing or sleeping results in six-month removal from CAP METRO vehicles and property? Ridiculous.



METRO

July 25, 2016

To: Mr. Carlos De Leon

Subject: Criminal Trespass Notification Warning

no violation specified because no violation occurred

This is to advise you that any further rules violation of Capital Metro Policy will result in your immediate removal from all Capital Metro property and vehicles for a period of six months. Any further violations during the six month timeframe will increase removal to one year from original date of violation. You will also refrain from disorderly conduct on any Capital Metro vehicles, Capital Metro Operators and/or Personnel and follow all instructions given for your safety and the safety of those about you.

Please pay particular attention to the following rules:

- Share the ride and do not take up more than one seat.
- Do not block vehicle doorways; riders entering and exiting need room to pass.
- When boarding and exiting, do not cross in front of the vehicle.
- Riders who fall asleep while riding are at risk of being injured from unexpected vehicle movement or stops.
- Standing is only permitted when there are no seats available do not block the walkway when standing.
- Stand behind the white or yellow line at the entrance of vehicles.
- Belongings must be maintained on your lap or at your feet.
- Items may not block aisles, obstruct seats, or be left unattended.
- Priority seating at the front of vehicles is reserved for seniors and riders with disabilities.
- Disruptive behavior is not allowed, including: loud conversation, profanity, insults, threats, horseplay, or fighting.
- Riders without a valid fare may be asked to de-board.
- It is strictly prohibited to interfere with the operation of a vehicle, including talking to the bus operator while the vehicle is in motion.

concern, not a rule; cannot be punished

Unconstitutional rule

If you have questions, contact Capital Metro Customer Service at (512) 474-1200.

Thank you,

[Signature]

David Martin
Capital Metro Director of Security

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Document 2

Carlos Leon
4/3/17

Judgment

* Pedestre in Roadway *

172

Defendant: Leon, Carlos

Case Number: 8529140

Original Fine Amount: \$104.00

Violation: PEDESTRIAN CROSSING MIDBLOCK

Balance Due (Fine + Court Costs + Fees): \$153.00

For the offense charged above, I hereby enter my appearance, waive my right to a trial by Jury or Judge, plead no contest, and agree to satisfy the penalty assessed by the Court.

(Por medio del presente registro mi comparecencia para la acusación en el caso arriba mencionado, renuncio a mi derecho a juicio ante Juez o Jurado, declaro No Disputar la acusación, y estoy de acuerdo en cumplir con la sanción dictada por la Corte.)

Signature of Judge:
(Firma del Juez)

Date: 03/30/2017

Signature of defendant/counsel

03/30/2017

Date

State's Motion to Dismiss:

IE NPO NPO2 IEO IEO2 PB

Other:

DIR. Retile as
Ped in Roadway,
City Code

Assistant City Attorney signature:

Date: 03/30/2017

Order of Dismissal:

The motion of the Assistant City Attorney is hereby granted and the charge in this cause is ordered DISMISSED. (La petición del procurador es por la presente otorgada y se ordena que el cargo en esta causa sea DESPEDIDO).

Ordered by:

Judge on 03/30/2017

§ 12-1-26 PEDESTRIANS ON CERTAIN ROADWAYS.

- (A) A pedestrian may not stand in a roadway to:
- (2) linger, loiter, or remain on a roadway for any purpose.

Contemplated Lease Contract Information

To be filled in only if the Lease Contract is not signed by the resident or residents at the time of application for rental. The TAA Lease Contract to be used must be the latest version of (check one): the Apartment Lease, the Residential Lease, or the Condominium/Townhome Lease, unless an earlier version is initiated by resident(s) and attached to this application. The blanks in the contract will contain the following information:

- Names of all residents who will sign the Lease Contract _____
- Name of owner or lessor 3rd & Brazos, LP
- Property name and type of dwelling (bedrooms and baths) Whitley Apartments
- Complete street address 301 Brazos
City/State/Zip Austin, TX 78701
- Names of all other occupants not signing Lease Contract (persons under age 18, relatives, friends, etc.) _____
- Total number of residents and occupants _____
- Our consent is necessary for guests staying longer than 7 days
- Beginning date and ending dates of Lease Contract _____
- Number of days' notice for termination 60
- Total security deposit \$ _____ Animal deposit \$ _____
- # of keys/access devices for 2 unit, 2 mailbox, other Garage
- Total monthly rent for dwelling unit \$ _____
- Rent to be paid: at the onsite manager's office, through our online payment site, at _____
- Prorated rent for: first month second month _____
- Late charges due if rent is not paid on or before 3rd
 - Initial late charge \$ 100.00 Daily late charge \$ 10.00
 - Returned-check charge \$ 50.00
 - Animal-rules-violation charges: Initial \$ 100.00 Daily \$ 10.00
 - The dwelling is to be furnished unfurnished.
 - Utilities paid by owner (check all that apply): electricity, gas, water, wastewater, trash/recycling, cable/satellite, master antenna, Internet, stormwater/drainage, other _____
 - Utility-connection charge \$ _____
 - You are (check one): required to buy insurance, not required to buy insurance.
 - Security-deposit refund check will be by (check one):
 - one check jointly payable to all residents (default), **OR**
 - one check payable and mailed to _____
 - Your move-out notice will terminate Lease Contract on (check one):
 - last day of the month, **OR** exact day designated in your move-out notice.
 - If the dwelling unit is a house or duplex, owner will be responsible under paragraph 12.2 of the Lease Contract for lawn/plant maintenance, lawn/plant watering, lawn/plant fertilization, picking up trash from grounds, trash receptacles. You will be responsible for anything not checked here.
 - You will be responsible for the first \$ _____ of each repair.
 - Special provisions regarding parking, storage, etc. (see attached page, if necessary): _____

Application Agreement

1. **Lease Contract Information.** The Lease Contract contemplated by the parties is attached—or, if no Lease Contract is attached, the Lease Contract will be the current TAA Lease Contract noted above. Special information and conditions must be explicitly noted on an attached Lease Contract or in the Contemplated Lease Information above.
 2. **Application Fee (may or may not be refundable).** You have delivered to our representative an application fee in the amount indicated in paragraph 14 below, and this payment partially defrays the cost of administrative paperwork.
 3. **Application Deposit (may or may not be refundable).** In addition to any application fee, you have delivered to our representative an application deposit in the amount indicated in paragraph 14. The application deposit is not a security deposit, but it will be credited toward the required security deposit when the Lease Contract has been signed by all parties; **OR** it will be refunded under paragraph 10 if you are not approved; **OR** it will be retained by us as liquidated damages if you fail to sign or attempt to withdraw under paragraph 6 or 7, if you fail to answer any question, or if you give false information.
 4. **Approval When Lease Contract Is Signed in Advance.** If you and all co-applicants have already signed the Lease Contract when we approve your application, our representative will notify you (or one of you if there are co-applicants) of our approval, sign the Lease Contract, and then credit the application deposit of all applicants toward the required security deposit.
 5. **Approval When Lease Contract Isn't Yet Signed.** If you and all co-applicants have not signed the Lease Contract when we approve your application, our representative will notify you (or one of you if there are co-applicants) of the approval, sign the Lease Contract when you and all co-applicants have signed, and then credit the application deposit of all applicants toward the required security deposit.
6. If You Fail to Sign After Approval. Unless we authorize otherwise in
- retain all application deposits as liquidated damages, and the parties will then have no further obligation to each other.
8. **Completed Application.** An application will not be considered completed and will not be processed until all of the following have been provided to us (unless not checked): a separate application has been fully filled out and signed by you and each co-applicant; an application fee has been paid to us; an application deposit has been paid to us. If no item is checked, all are necessary for the application to be considered completed.
 9. **Nonapproval in Seven Days.** We will notify you whether you've been approved within seven days after the date we receive a completed application. Your application will be considered disapproved if we fail to notify you of your approval within seven days after we have received a completed application. Notification may be in person, by mail, or by telephone unless you have specified that notification be by mail. You must not assume approval until you receive actual notice of approval.
 10. **Refund After Nonapproval.** If you or any co-applicant is disapproved or deemed disapproved under paragraph 9, we'll refund all application deposits required by law to be refunded within 60 days (not to exceed 30 days; 30 days if left blank) of such disapproval. Refund checks may be made payable to all co-applicants and mailed to one applicant.
 11. **Extension of Deadlines.** If the deadline for signing, approving, or refunding under paragraphs 6, 9, or 10 falls on a Saturday, Sunday, or a state or federal holiday, the deadline will be extended to the end of the next business day.
 12. **Notice to or from Co-applicants.** Any notice we give you or your co-applicant is considered notice to all co-applicants; and any notice from you or your co-applicant is considered notice from all co-applicants.
 13. **Keys or Access Devices.** We'll furnish keys and access devices only after: (1) all parties have signed the contemplated Lease Contract and other rental documents

Document 3

Incident Date: 01/08/17
Location: Maiden Ln + Guadalupe
Incident Type: Pedestrian Stop
Approximate time: Late evening

OPEN RECORDS REQUEST

Carlos León
4/3/17 Date of Request: 3/31/17

I hereby request the full report for incident no. CAD# 170081471 that occurred on 01/08/17.

Name: Carlos León

Mailing Address: [scribble]

Email: [scribble]

Phone No: [scribble]

Fax No: [scribble]

- REFUSED TO GIVE ADDRESS & PHONE #

REVD BY
AP7363
3/31 @
14:23

I would like my report to be:

- mailed
- faxed
- picked up

by me, in person only

Carlos León
Signature

Additional Comments:

In addition to the full report required by Texas Code of Criminal Procedure 2.133 (b), I request the dashboard camera video from officer Mcloy's (#7553) vehicle showing the entire pedestrian crossing of Guadalupe that

NOTE: Requested information cannot be emailed.

she claimed, on record to have seen incident

