



# GRAY REED

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## ATTORNEYS & COUNSELORS

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July 11, 2019

Omar R. Chawdhary  
THE WEBSTER LAW FIRM  
6200 Savoy Drive, Suite 150  
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**VIA EMAIL: [ochawdhary@thewebsterlawfirm.com](mailto:ochawdhary@thewebsterlawfirm.com)**

Re: Cause No. 2019-33415, *Abel and Nancy Vera, et al. v. Figure Four Partners, Ltd., et al.*, in the 234<sup>th</sup> Judicial District Court of Harris County, Texas

Dear Omar:

Pursuant to Texas Rule of Civil Procedure 11, this letter is intended to confirm in writing an agreement I reached with Mr. Chawdhary concerning Defendants Figure Four Partners, Ltd. ("Figure Four") and PSWA, Inc.'s ("PSWA") Motion to Dismiss for Failure to File Certificate of Merit (the "Motion to Dismiss"). Based on the representations made in Plaintiffs' Second Amended Petition, the parties hereby agree that:

1. Figure Four and PSWA pass the July 15, 2019 hearing on the Motion to Dismiss, but reserve the right to reset the Motion to Dismiss for hearing at a later date in the event it becomes necessary as a result of information learned through discovery concerning the theories supporting Plaintiffs' causes of action or any later-filed allegations by Plaintiffs;
2. Figure Four and PSWA expressly reserve their right to re-set the Motion to Dismiss for hearing and do not waive their Motion to Dismiss by entering into this agreement. In the event that Figure Four or PSWA reset their Motion to Dismiss for hearing, Plaintiffs will not argue that Figure Four or PSWA waived their Motion to Dismiss by litigating inconsistently with claiming their right to dismissal or on any other ground arising from or relating to Defendants' having entered into this agreement;
3. Plaintiffs do not and will not claim that Figure Four or PSWA are liable, directly or vicariously, for any deficiency or inadequacy, however plead and under any cause of action, relating to any engineering plans, drawings, or design, including related hydrology studies, for the drainage, detention, storm water pollution prevention, sediment control, any related engineered

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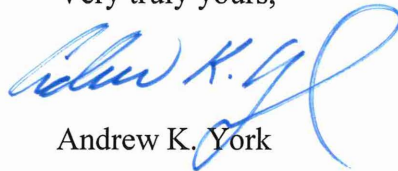
plans or drawings that were issued, approved, or utilized for the Woodridge Village development, or for failing to provide services with respect to the project customarily provided by an engineer. Plaintiffs reserve the right, however, to amend their live pleading to assert any such claim discussed in this paragraph based on information that Plaintiffs subsequently learn in discovery;

4. Plaintiffs withdraw their Second Set of Interrogatories and First Set of Requests for Admission served on Figure Four and PSWA.

Nothing in this Rule 11 agreement constitutes a waiver of Defendants' Motions to Transfer Venue as to certain Plaintiffs previously filed in this litigation.

Thank you for your consideration. If this meets your understanding, please sign below and return to me at your earliest convenience. If there are any issues, please give me a call at (469) 320-6114.

Very truly yours,



Andrew K. York

AKY/sll

AGREED:

ATTORNEY FOR PLAINTIFFS:



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OMAR R. CHAWDHARY