

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

**UNITED STATES COURTS  
SOUTHERN DISTRICT OF TEXAS  
FILED**

**JAN 22 2007**

**MICHAEL N. MILBY, CLERK OF COURT**

EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION,  
Plaintiff

§  
§  
§

§ CIVIL ACTION NO. H-06-3062

v.

§

MIKE ALBERT LEASING, INC.,  
Defendant

§  
§  
§

PLEA IN INTERVENTION

TO THE HONORABLE COURT:

Michael C. Beller, Intervenor, files this Plea in Intervention and respectfully shows:

I.

Intervenor is an individual whose business address is 2441 High Timbers, Suite 100, The Woodlands, Texas 77380.

II.

Plaintiff, the Equal Employment Opportunity Commission, is an agency of the United States of America, whose local address is 1919 Smith Street, 7<sup>th</sup> Floor, Houston, Texas 77002.

Defendant, Mike Albert Leasing, is a Delaware corporation doing business in the State of Texas, and its registered agent, Corporation Service Company, has an address of 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

The subject lawsuit was brought, in part, to provide relief to Fred Reynders (hereinafter "Reynders"), whose address is 17 Sweetleaf Court, The Woodlands, Texas 77381.

III.

Intervenor has a justiciable interest in the matters in controversy in this litigation in that Intervenor is party to that certain Attorney Consultation and Fee Contract for Contingency Cases regarding Reynders termination of employment by Mike Albert Leasing, Inc. (hereinafter "Contract"). Said Contract was executed September 9, 2005, by and between Intervenor as "Attorney" and Reynders as "Client". A portion of said Contract reads as follows:

"In consideration of services rendered and to be rendered by the Attorney, the Client hereby agrees to pay to Attorney the following amounts on any settlements, monies, judgments, or other consideration which have or may be paid on this legal matter:

30.00 percent prior to the filing of a lawsuit;  
33.33 percent if collected after said filing of a lawsuit;  
40.00 percent if after a trial;  
and an additional 7 percent if an appeal is required to a higher court.”

“In consideration of Attorney’s services, the Client hereby sells, conveys, and assigns to the Attorney an interest to the Client’s claim and cause of action, and in any action, compromise, settlement, judgment, payment of services, profits or recovery thereon.”

A copy of said Attorney Consultation and Fee Contract for Contingency Cases is attached hereto as Exhibit “A” and made a part hereof.

#### IV.


Intervenor’s claim in connection with the ongoing litigation and the parties to this suit is that Intervenor was retained on or about September 9, 2005, by Reynders to represent him in a claim against Defendant for age discrimination. Intervenor interviewed witnesses, corresponded with Defendant, Mike Albert Leasing, advised, counseled and assisted Reynders with his claim and communicated with Plaintiff on behalf of Reynders concerning his claim. Plaintiff determined Defendant had engaged in age discrimination and decided to file charges on behalf of Reynders. Reynders subsequently terminated the attorney-client relationship with Intervenor. Intervenor retains an assignment of interest in any claim, cause of action, compromise, settlement, judgment or recovery which may be granted to Reynders in the subject lawsuit pursuant to the Attorney Consultation and Fee Contract for Contingency Cases. Intervenor has properly notified all parties of said connection with the ongoing litigation and above-described assignment of interest.

#### PRAYER FOR RELIEF

Intervenor requests that the parties take notice of the filing of this Plea in Intervention, and that on final hearing Intervenor have judgment as follows:

1. Damages in a sum within the jurisdiction of this Court.
2. Pre- and post-judgment interest as provided by law.
3. Costs of suit.
4. Such other and further relief to which Intervenor may be justly entitled.

Respectfully submitted,


By:   
Michael C. Beller  
Texas Bar No. 02105780  
2441 High Timbers, Suite 100  
The Woodlands, Texas 77380  
Tel. (281)362-0220  
Fax. (281)465-0578

CERTIFICATE OF SERVICE

I certify that on Jan. 19, 2007, a true and correct copy of the above Plea in Intervention was served as follows:

VIA TELEFAX: 713-209-3402  
Ms. Aimee L. McFerren  
Equal Employment Opportunity Commission  
1919 Smith Street, 7<sup>th</sup> Floor  
Houston, Texas 77002-8049

VIA TELEFAX: 513-381-0205  
Mr. Mark J. Stepaniak  
Taft, Stettinius & Hollister, L.L.P.  
425 Walnut Street, Suite 1800  
Cincinnati, Ohio 45202-3957

  
Michael C. Beller

**ATTORNEY CONSULTATION AND FEE CONTRACT  
FOR CONTINGENCY CASES**

THIS AGREEMENT is made between Fred Reynders hereinafter referred to as the "Client", and Michael C. Beller, of The Woodlands, Montgomery County, Texas, hereinafter referred to as the "Attorney":

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

**I. PURPOSE OF REPRESENTATION**

1.01 The Client hereby retains and employs the Attorney to sue for and recover all damages and compensation to which the Client may be entitled as well as to compromise and settle all claims described below:

Do to his termination of employment by Mike Albert Leasing, Inc.

**II. ATTORNEY'S FEES AND EXPENSES**

2.01 In consideration of services rendered and to be rendered by the Attorney, the Client hereby agrees to pay to Attorney the following amounts on any settlements, monies, judgments or other consideration which have or may be paid on this legal matter:

30.00 percent prior to the filing of a lawsuit,

33.33 percent if collected after said filing of a lawsuit,

40.00 percent if after a trial

and an additional 7 percent if an appeal is required to a higher court.

It is agreed and understood that if the amount of attorney's fees on this claim or cause of action, are regulated or governed by law, and that law precludes any other fee arrangement other than the amount set by the law or regulation, then the amount payable hereunder to said Attorney shall be limited to the maximum so allowed by law.

**II. ASSIGNMENT OF INTEREST**

3.01 In consideration of Attorney's services, the Client hereby sells, conveys, and assigns

to the Attorney an interest to the Client's claim and cause of action, and in any action, compromise, settlement, judgment, payment of services, profits or recovery thereon.

3.02 All sums that may come due and payable under this contingency fee agreement, are due at the Attorney's office in Montgomery Texas.

#### IV. APPROVAL NECESSARY FOR SETTLEMENT

4.01 The Attorney is hereby authorized to enter into any and all settlement negotiations on behalf of those whom Attorney represents as the Attorney deems appropriate. This includes, but is not limited to, the Attorney's prerogative to pursue cash or structured payment settlement negotiations.

4.02 Client hereby grants unto Attorney a power of attorney to handle negotiations and settlement discussions regarding the obtaining of possession of any and all monies or other things of value subject of the matter due to the Client under this claim as fully as the Client could do so in person.

a. This expressly includes the right to sign Client's name on and to any insurance company drafts, money orders, cashier's checks, checks or other negotiable instruments made payable to the Attorney and the Client, the Attorney, or to the Client without the joinder of the Attorney, submitted to the Attorney on behalf of the Client in full or partial settlement of this case.

b. This limited power of attorney further authorizes the Attorney to place these monies, referred to above, in the Attorney's trust account and from that trust account, make distributions and payments to the Attorney for the agreed to fee stated above, reimbursement to Attorney for any and all expenses incurred by the Attorney in handling this case, payments to Client of Client's interest in the monies recovered as stated above, and payments to parties other than Client and Attorney for their services performed, fees charged or bills rendered in connection with representing Client, including but not limited to medical bills, court reporter fees, deposition fees, investigative services, costs of exhibits or other special expenses incurred by Attorney on behalf of Client.

4.03 No settlement of any nature shall be made for any of the aforesaid claims or profits of the Client without the complete approval of the Client, nor shall the Client obtain any settlement

on the aforesaid claims without the complete approval of the Attorney.

4.04 Attorney is hereby granted a limited power of attorney so that he or she may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to conclude this representation including settlement and/or reduce to possession any and all monies or other things of value due to the Client under this claim as fully as the Client could do so in person.

#### V. REPRESENTATIONS

5.01 It is understood and agreed that the Attorney cannot warrant or guarantee the outcome of the case and the Attorney has not represented to the Client that the Client will recover all or any of the funds so desired. The Client has also been informed that obtaining a judgment does not guarantee that the opposing party will be able to satisfy the judgment.

#### VI. DEDUCTION OF EXPENSES

6.01 **All reasonable expenses incurred by the Attorney in the handling of this project shall be paid by the Client at the time they are incurred.**

6.02 The expenses contemplated above, include but are not limited to **any and all out of pocket expenses incurred in connection with this case, including but not limited to the following expenses:** filing fees, court costs, certified copies of documents , pleadings, orders etc., transcripts, depositions, duplication costs, postage, office supplies, photographs, trial exhibits, long distance phone & fax calls, appraisal fees, consultants, expert witnesses and other fees associated with preparation and trial testimony, investigation fees, delivery charges, overnight mail/parcel services, parking, toll road & mileage expenses, out of town expenses including travel expense, air fare, hotels, meals, and any other expense incurred in connection with the matter.

#### VII. COOPERATION OF CLIENT

7.01 The Client shall keep the Attorney advised of the Client's whereabouts at all times, and provide the Attorney with any changes of address, phone number or business affiliation during the time period which Attorney's services are required, and shall comply with all reasonable requests of the Attorney in connection with the preparation and presentation of the aforesaid representation.

7.02 The Attorney may, at his option, withdraw from the case and cease to represent the Client for any reason, including without limitation Client's failure to timely pay fees and expenses or deposits for same in accordance with this Agreement, subject to the professional responsibility requirements to which attorneys are subject.

It is further understood and agreed between the parties that upon such termination of any services of the Attorney, any of Client's deposits remaining in Attorney's Trust Account shall be applied to any balance remaining owing to Attorney for fees and/or expenses and any surplus then remaining shall be refunded to Client.

#### VIII. ASSOCIATION OF OTHER ATTORNEYS

8.01 The Attorney may, at the sole discretion and expense of the Attorney, associate any other attorneys in the representation of the aforesaid claims of the Client.

8.02 The Attorney may assign or refer this case to another attorney. The other attorney may or may not be associated with the undersigned Attorney. The other attorney may pay the undersigned Attorney a referral fee out of the total attorneys fees paid in this matter if allowed by the professional responsibility requirements to which attorneys are subject to.

8.03 The rights set forth in this agreement are subject to the professional responsibility requirements which regulate attorneys.

#### IX. TEXAS LAW TO APPLY

9.01 This Agreement shall be construed under and in accordance with the laws of Texas, and all obligations of the parties created hereunder are performable in Montgomery County, Texas.

#### X. PARTIES BOUND

10.01 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

#### XI. LEGAL CONSTRUCTION

11.01 In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or

unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

## XII. PRIOR AGREEMENTS SUPERSEDED


12.01 This Agreement constitutes the sole and only Agreement of the parties and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

Signed on this 9th day of September, 2005.

  
Printed Name: FRED REYNOLDS

Signed on this 9th day of September, 2005.

BY:   
Michael C. Beller  
2441 High Timbers, Suite 100  
The Woodlands, Texas 77380  
(281) 362-0220, (281) 465-0578 (telefax)  
Texas Bar No. 02105780