

**BEFORE THE BOARD OF DISCIPLINARY APPEALS  
APPOINTED BY  
THE SUPREME COURT OF TEXAS**



**FILED  
May 24 2023**

THE BOARD of DISCIPLINARY APPEALS  
Appointed by the Supreme Court of Texas

**IN THE MATTER OF    §  
JOHN F. CUELLAR     §        CAUSE NO.    **67900**  
STATE BAR CARD NO. 05202620     §**

**PETITION FOR COMPULSORY DISCIPLINE**

**TO THE BOARD OF DISCIPLINARY APPEALS:**

Petitioner, the Commission for Lawyer Discipline (hereinafter called "Petitioner"), brings this action against Respondent, John F. Cuellar, (hereinafter called "Respondent"), showing as follows:

1. This action is commenced by Petitioner pursuant to Part VIII of the Texas Rules of Disciplinary Procedure. Petitioner is providing Respondent a copy of this Board's procedures for handling a compulsory discipline matter by attaching a copy of such procedures to this petition.

2. Respondent, John F. Cuellar, may be served with a true and correct copy of this Petition for Compulsory Discipline, its attachments, as well as a notice of hearing, at John F. Cuellar, #89036-479, FPC Pensacola, 110 Raby Avenue, Pensacola, Florida 32509.

3. On or about April 5, 2019, Respondent was charged by Criminal Complaint (Exhibit 1) with Conspiracy to commit honest services wire fraud, in violation of 18 U.S.C. §§ 1343, 1346, 1349 and Conspiracy to commit money laundering, in violation of 18 U.S.C. § 1956, in Case No. 7:19-MJ-0777 (7:19-cr-00522), styled *United States of America v. John F. Cuellar, Arturo C. Cuellar, Jr., Daniel Garcia*, in the United States District Court, Southern District of Texas.

4. On or about April 9, 2019, Respondent was charged by Superseding Indictment (Exhibit 2) with Count One Conspiracy to Commit Honest Services Wire Fraud in violation of 18

U.S.C. § 1349, Counts Two to Seven Honest Services Wire Fraud in violation of 18 U.S.C. §§ 1343, 1346, Count Eight Federal Program Bribery in violation of 18 U.S.C. § 666(a)(2), Count Nine Federal Program Bribery in violation of 18 U.S.C. § 666(a)(2), Count Ten Federal Program Bribery in violation of 18 U.S.C. § 666(a)(1)(B), Count Eleven Conspiracy to Launder Monetary Instruments in violation of 18 U.S.C. § 1956(h), Counts Twelve to Nineteen Money Laundering in violation of 18 U.S.C. § 1956(a), Counts Twenty to Forty-Six Money Laundering in violation of 18 U.S.C. § 1956(a), Count Forty-Seven Travel Act in violation of 18 U.S.C. § 1952, and Counts Forty-Eight to Seventy-Four in violation of 18 U.S.C. § 1952 Travel Act; in Case No. M-19-00522-S1 (7:19-cr-00522), styled *United States of America v. Ricardo Quintanilla also known as “Richard”, John F. Cuellar, Arturo C. Cuellar, Jr. also known as “AC”, Daniel J. Garcia*, in the United States District Court, Southern District of Texas, McAllen Division.

5. On or about August 2, 2019, a Notice of Plea Agreement (Exhibit 3) was entered in Criminal Case No. 7:19-cr-00522-2, styled *United States of America v. John F. Cuellar*, in the United States District Court, Southern District of Texas, McAllen Division, which states in pertinent part as follows:

1. The Defendant agrees:
  - a. to plead guilty to Count One of the Indictment;
  - b. Pursuant to 18 U.S.C. § 3663(a)(3), Defendant agrees and stipulates that at least \$405,000 comprises the proceeds that the Defendant obtained directly or indirectly as a result of his participation in the charged violation, and that the factual basis for his guilty plea supports the forfeiture of \$405,000. Defendant agrees to forfeit any of the Defendant's property in substitution, up to a total forfeiture of \$405,000, and further the Defendant agrees to the imposition of a personal money judgement up to that amount; and
  - c. The Defendant agrees to make a complete financial disclosure by truthfully executing a sworn financial

statement (Form OBD-500 or similar form) within 14 days and by authorizing the release of all financial information requested by the United States. Defendant agrees to authorize the release of all financial information requested by the United States and to take all steps necessary to pass clear title to forfeitable assets to the United States and to fully assist in the collection of restitution and fines, including, but not limited to surrendering title, executing warranty deeds, signing consent decrees, and signing any other documents to effectuate the transfer of any asset.

6. On or about January 18, 2023, a Judgment in a Criminal Case (Exhibit 4) was entered in Cause No. 7:19-cr-00522-S1-002, styled *United States of America v. John F. Cuellar*, in the United States District Court, Southern District of Texas, McAllen Division, wherein Respondent pleaded guilty to Count 1 of the Superseding Indictment, 18 U.S.C. § 1343, 1346, and 1349, Conspiracy to commit honest services wire fraud. The defendant was committed to the custody of the Federal Bureau of Prisons to be imprisoned for a total term of thirty-six (36) months. Respondent was further ordered to pay criminal monetary penalties of restitution to the City of Weslaco in the amount of \$4,100,000.00 and an assessment in the amount of \$100.00.

7. Respondent, John F. Cuellar, whose bar card number is 05202620, is the same person as the John F. Cuellar, who is the subject of the Criminal Complaint, Superseding Indictment, Notice of Plea Agreement, and Judgment in a Criminal Case, filed in Cause No. 7:19-cr-00522, described above, true and correct copies of which are attached hereto as Exhibits 1 through 4.

8. Attached hereto as Exhibit 5 and made a part hereof for all intents and purposes as if the same were copied verbatim herein is a true and correct copy of an affidavit of Judith Gres DeBerry, Attorney of Record for Petitioner herein, attesting to the fact that Respondent is the same person as the person who is the subject of the Criminal Complaint, Superseding Indictment, Notice

of Plea Agreement, and Judgment in a Criminal Case, entered in the Cuellar criminal case. Petitioner expects to introduce the original of said affidavit at the time of hearing of this cause.

9. The offense for which Respondent was convicted is an intentional crime as defined by Rule 1.06(V), Texas Rules of Disciplinary Procedure. They are as well serious crimes as defined by Rule 1.06(GG), Texas Rules of Disciplinary Procedure.

10. Having been found guilty of an intentional crime, and such judgment being final, Respondent should be disbarred as provided in Rule 8.05, Texas Rules of Disciplinary Procedure.

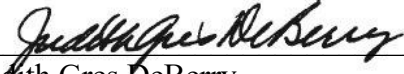
### **PRAYER**

WHEREFORE, PREMISES CONSIDERED, Petitioner prays that Respondent be given notice of these proceedings as provided by law and, upon hearing of this matter, that the Board enter its order disbaring Respondent and for such other and further relief to which Petitioner may be entitled to receive, including costs of court and attorney's fees.

Respectfully submitted,

**Seana Willing**  
Chief Disciplinary Counsel

**Judith Gres DeBerry**  
Assistant Disciplinary Counsel  
Office of the Chief Disciplinary Counsel  
STATE BAR OF TEXAS  
P.O. Box 12487, Capitol Station  
Austin, Texas 78711-2487  
Telephone: 512.427.1350  
Facsimile: 512.427.4167  
Email: [jdeberry@texasbar.com](mailto:jdeberry@texasbar.com)

  
\_\_\_\_\_  
Judith Gres DeBerry  
State Bar Card No. 24040780  
ATTORNEYS FOR PETITIONER

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing instrument has been sent for personal Service on John F. Cuellar, #89036-479, Pensacola FPC, 110 Raby Avenue, Pensacola, Florida 32509, on this 24th day of May, 2023.

  
\_\_\_\_\_  
Judith Gres DeBerry

**NOTICE OF HEARING**

NOTICE IS HEREBY GIVEN that a trial on the merits of the Petition for Compulsory Discipline heretofore sent to be filed with the Board of Disciplinary Appeals on this day, will be held in the courtroom of the Supreme Court of Texas, Tom C. Clark Building, 14th and Colorado Streets, Austin, Texas, at **9:00 a.m. on the 28th day of July, 2023**. The hearing location and format (in-person vs virtual) are subject to change based on conditions related to the COVID-19 pandemic. The Board of Disciplinary Appeals will notify the parties of any changes to the hearing location or format.

  
\_\_\_\_\_  
Judith Gres DeBerry

AO 91 (Rev. 11/11) Criminal Complaint

United States District Court  
Southern District of Texas  
FILED

# UNITED STATES DISTRICT COURT

for the

APR -- 5 2019

Southern District of Texas

David J. Bradley, Clerk

United States of America

v.

-01 JOHN F. CUELLAR DOB: 1962  
-02 ARTURO C. CUELLAR, JR. DOB: 1953  
-03 DANIEL GARCIA DOB: 1978

Case No. 7:19-MJ-0777

## UN SEALED

Defendant(s)

### CRIMINAL COMPLAINT

I, the complainant in this case, state that the following is true to the best of my knowledge and belief.

On or about the date(s) of March 2008 to November 2016 in the county of Hidalgo in the Southern District of Texas, the defendant(s) violated:

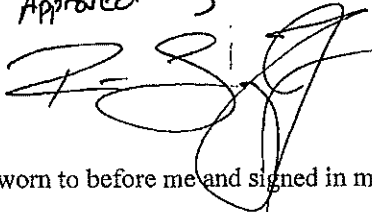
<i>Code Section</i>	<i>Offense Description</i>
18 U.S.C. §§ 1343, 1346, 1349	Conspiracy to commit honest services wire fraud
18 U.S.C. § 1956	Conspiracy to commit money laundering

This criminal complaint is based on these facts:

See Attachment A

Continued on the attached sheet.

Approved by



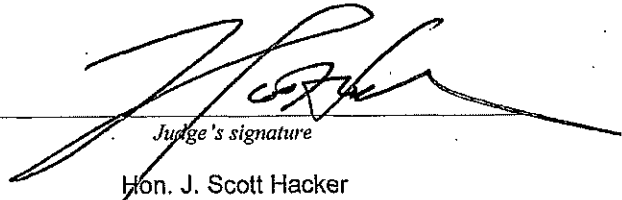
Complainant's signature

FBI Special Agent Jonathan Beyer

Printed name and title

Sworn to before me and signed in my presence.

Date: 4/5/19



Judge's signature

Hon. J. Scott Hacker

Printed name and title

City and state: McAllen, Texas

**EXHIBIT**  
**1**

**Attachment A**

1. I, Jonathan Beyer, am a Special Agent of the Federal Bureau of Investigation (FBI) and have knowledge of the following facts. The facts in this affidavit are based on the investigation to date, including interviews conducted by the FBI and other law enforcement agencies, review of agendas, minutes, and other documents from the City of Weslaco, bank and financial records and other documents obtained by the FBI. The facts related in this affidavit do not reflect the totality of information known to me or other agents or officers, but rather merely the amount needed to establish probable cause. I do not rely upon facts not set forth herein in reaching my conclusion that a complaint should be issued, nor do I request that this Court rely upon any facts not set forth herein in reviewing this attachment in support of the complaint.

2. I make this affidavit in support of criminal complaints charging JOHN CUELLAR and ARTURO CUELLAR, JR. with conspiracy to commit honest services wire fraud, in violation of 18 U.S.C. § 1349 and charging JOHN CUELLAR, ARTURO CUELLAR, JR., and DANIEL GARCIA with conspiracy to commit money laundering, in violation of 18 U.S.C. § 1956.

**I. Defendants**

3. Defendant ARTURO CUELLAR, JR. aka. "A.C.," is a resident of Weslaco, Texas, who served as a commissioner of Hidalgo County, Texas, from March 2010 to November 2010 and approximately January 2013 to December 2016.

4. Defendant JOHN CUELLAR is an attorney based in Weslaco, Texas, who served as a Weslaco City Commissioner from May 1995 to November 2014. For large parts of his tenure on the Weslaco City Commission (the "commission"), including from at least June 2007 to May 2009 and from May 2010 to November 2014, JOHN CUELLAR was selected by the commission to serve as mayor pro tem. As a commissioner, JOHN CUELLAR was an agent of the City of Weslaco.

5. Defendant DANIEL GARCIA (GARCIA) is an attorney based in Rio Grande City, Texas, who serves on the Rio Grande City Consolidated Independent School District Board of Trustees.

## II. Relevant Entities

6. Leonel "Leo" LOPEZ (LOPEZ) is a resident of Starr County, Texas.

7. Commissioner A is a resident of Weslaco, Texas and an elected member of the commission.

8. Ricardo QUINTANILLA (QUINTANILLA) is a businessman who lives and worked in Weslaco, Texas.

9. Company A is an international engineering and construction company that performs large-scale infrastructure projects for public and private clients. Person A was an employee of Company A.

10. Company B is an engineering company based in San Antonio, Texas. Person B is the owner of Company B.

11. Company C is an engineering company based in McAllen, Texas. Person C is the owner of Company C.

12. Company D is a business entity owned, in part, by ARTURO CUELLAR, JR. and based in Corpus Christi, Texas.

13. Person D is an attorney based in Houston, Texas.

## III. General Allegations

### The Weslaco City Commission

14. The Texas Constitution, the laws of the State of Texas, and the charter of the City of Weslaco establish ethical standards of conduct for elected public officials, including Weslaco City Commissioners. These standards included an oath to faithfully execute the duties of the office



of commissioner and to preserve, protect, and defend the Constitution and the laws of the United States and the State of Texas. Accordingly, commissioners owe a fiduciary duty to the City of Weslaco, the commission, and the people of the City of Weslaco.

15. As officials in the city government, during their tenures as commissioners, defendant JOHN CUELLAR and Commissioner A each owed a fiduciary duty to the City of Weslaco and to its citizens to perform the duties and responsibilities of their office free from corrupt influence. As elected officials in the State of Texas, JOHN CUELLAR and Commissioner A swore to uphold the United States Constitution, the Texas Constitution, and the laws of the State of Texas and to faithfully execute the duties of their office.

16. The commission is authorized to take official action only when a quorum—a majority of duly elected commissioners—is present. When a quorum is present, the commission may act based on a majority vote.

17. Pursuant to the Texas Open Meetings Act, Tex. Gov't Code Ann. § 551, *et seq.*, the commission, as a city government in Texas, is authorized to conduct official business only after providing at least 72 hours of public notice of the time, place, and subject matter of the meeting. Such meetings are generally required to be open to the public, with closed meetings and executive sessions permitted only under narrowly drawn exceptions.

18. Prior to May 2008, the commission was comprised of a mayor, a mayor pro tem, and three commissioners elected at large. The mayor pro tem was a commissioner selected by a majority vote of the commissioners to assume the mayor's duties when the mayor was absent.

19. Starting in or about May 2008, the commission was comprised of six commissioners elected from single-member districts, a mayor elected at large, and a mayor pro tem, selected in the same manner as prior to May 2008.

20. Due to his long tenure on the commission and relationship to ARTURO CUELLAR, JR., a prominent politician in Hidalgo County, JOHN CUELLAR exerted a significant amount of power and influence on the commission and over other city officials. JOHN CUELLAR was the *de facto* leader of the commission's majority voting bloc during the vast majority of the charged conspiracy.

The Weslaco Water Treatment Facilities

21. In or about 2004, the Texas Commission on Environmental Quality ("TCEQ") notified the City of Weslaco that its water treatment facilities were in violation of Texas environmental regulations. The city's water treatment facilities included the Water Treatment Plant (WTP), which processed the city's potable water, and the North Wastewater Treatment Plant (NWWTP) and South Wastewater Treatment Plant (SWWTP), which together processed the city's wastewater.

22. In or about 2007, the commission voted to issue approximately \$28 million in municipal bonds to finance several infrastructure projects in the Weslaco area. The two largest and costliest projects to be paid for by the bond funds were to rebuild the NWWTP and to perform repairs to the WTP.

23. In or about 2008, the commission hired Company A to act as the construction manager for the infrastructure projects to be funded by the bond issuance. Under the contract, Company A would effectively select the companies to perform the infrastructure work to be paid for with the bond funds.

24. In or about March 18, 2008, Company A granted to itself, subject to the approval of the commission, the contracts to rehabilitate the NWWTP and WTP, the two costliest projects to be completed using the \$28 million in municipal bond proceeds.

#### IV. The Bribery Conspiracy

25. In or about 2008, Person A and Person B agreed with LOPEZ that they would pay LOPEZ to ensure that Company A and Company B obtained the contracts for certain construction and engineering projects relating to the city's water treatment facilities. LOPEZ agreed with ARTURO CUELLAR, JR. and JOHN CUELLAR that JOHN CUELLAR would take official action as a Weslaco City Commissioner to benefit Company A and Company B, such as by voting to grant them contracts with the city, in exchange for bribe payments.

26. In or about 2011, LOPEZ, with the knowledge of JOHN CUELLAR and ARTURO CUELLAR, JR., obtained the agreement of QUINTANILLA, to obtain the agreement of another commissioner to accept bribes in exchange for the agreement to take official action as a Weslaco City Commissioner to benefit Company A and Company B, such as by voting to grant them contracts with the city. QUINTANILLA obtained the agreement of Commissioner A to take official action as a Weslaco City Commissioner to benefit Company A and Company B, such as by voting to grant them contracts with the city in exchange for bribe payments paid from LOPEZ through QUINTANILLA.

27. JOHN CUELLAR and Commissioner A cast the votes and made the motions referenced in paragraphs 28 through 48 during Commission meetings and in their official capacities as commissioners.

28. In or about 2012, Person B recruited Person C to funnel bribe payments to LOPEZ. Person C agreed to do so in exchange for the agreement that Company C would receive subcontracts on the WTP and contracts with the City of Weslaco. JOHN CUELLAR and Commissioner A agreed, through LOPEZ, ARTURO CUELLAR, JR., and QUINTANILLA, to take official action as a Weslaco City Commissioner to benefit Company C, such as by voting to grant it contracts with the city, in exchange for bribe payments.

The NWWTP

29. On or about March 25, 2008, JOHN CUELLAR made a motion to grant a professional services contract to Company A to perform engineering services to rehabilitate the WTP and to construct a new NWWTP. On the same date, JOHN CUELLAR voted in favor of that motion.

30. In or about May 2008, in the absence of Weslaco's mayor, JOHN CUELLAR executed a professional services agreement with Company A.

31. On or about November 4, 2008, JOHN CUELLAR made a motion to place additional projects under Company A's contract. On the same date, JOHN CUELLAR voted in favor of that motion.

32. On or about August 18, 2009, JOHN CUELLAR spoke against a motion to reprioritize the 2007 bond funds to shift money from the NWWTP to the WTP, the contracts for both of which had been granted to Company A. The effect of the shifting of funds, as proposed, would have been to reduce the total amount of money due to Company A under the contracts. On the same date, JOHN CUELLAR voted to oppose that motion, instead asserting to the commission that the NWWTP and WTP be given equal significance, keeping the amount of money due to Company A under the contracts the same. Despite JOHN CUELLAR's vote, the motion carried.

33. On or about September 1, 2009, JOHN CUELLAR took the following actions:

- a. made a motion before the commission to suspend Robert's Rules of Order to allow the commission to reconsider JOHN CUELLAR's motion that the NWWTP and WTP be considered with equal importance with regard to apportioning the 2007 bond funds, an initiative that had been defeated at the August 18, 2009 meeting;

b. voted in favor of the motion to suspend Robert's Rules of Order to allow the commission to reconsider JOHN CUELLAR's motion that the NWWTP and WTP be considered with equal importance with regard to apportioning the 2007 bond funds;

c. made a motion before the commission that the NWWTP and WTP be considered with equal importance with regard to apportioning the 2007 bond funds; and

d. voted in favor of the motion that the NWWTP and WTP be considered with equal importance with regard to apportioning the 2007 bond funds.

#### The WTP

34. In or about 2011, JOHN CUELLAR advised and pressured city staff to grant no-bid contracts to Company A and Company B to design and construct a new WTP.

35. On or about January 18, 2011, JOHN CUELLAR voted to authorize the city manager and the city attorney to negotiate a new professional services agreement with Company A to prepare a preliminary engineering report on the WTP.

36. On or about August 16, 2011, JOHN CUELLAR made a motion before the commission to approve the preliminary engineering report on the WTP prepared by Company A.

37. On or about August 16, 2011, JOHN CUELLAR and Commissioner A voted to approve the preliminary engineering report on the WTP prepared by Company A.

38. On or about August 16, 2011, JOHN CUELLAR and Commissioner A voted to declare that the WTP was exceeding capacity and failing to meet public water demand, thereby creating an imminent threat to public health and safety. This declaration allowed the commission to directly grant construction contracts to address violations issued by TCEQ, bypassing ordinary bidding and qualification procedures.

39. On or about September 8, 2011, JOHN CUELLAR and Commissioner A voted to authorize the city manager to negotiate a preconstruction services contract with Company A for the WTP. Due to the declaration from the August 16, 2011 meeting that the WTP represented an imminent threat to public health and safety, the commission was able to grant this contract without the ordinary competitive bidding and qualification process.

40. On or about September 8, 2011, JOHN CUELLAR and Commissioner A voted in favor of a motion for the city manager to negotiate a contract with Company B for the design of an expansion to the WTP and associated projects. Due to the declaration from the August 16, 2011 meeting that the WTP represented an imminent threat to public health and safety, the commission was able to grant this contract without the ordinary competitive bidding and qualification process.

41. On or about October 6, 2011, Commissioner A voted to approve a professional services agreement with Company B for the design of the WTP and a professional services agreement with Company A for the pre-construction services for the WTP.

42. On or about March 27, 2012, JOHN CUELLAR and Commissioner A voted to authorize the mayor to execute a contract, valued at approximately \$38.5 million, with Company A for the expansion of the WTP and to authorize city staff to amend the city budget to accommodate the \$38.5 million contract with Company A.

43. On or about June 5, 2012, JOHN CUELLAR and Commissioner A voted to approve the City of Weslaco entering into a professional services agreement with Company C.

44. In or about 2012, Person A and Person B told LOPEZ that they needed the commission to approve an amendment increasing the price of Company B's contract with the city. Person A and Person B told LOPEZ that the additional funds from this amendment would enable Person B to continue paying LOPEZ, so that LOPEZ could, in turn, continue paying others.

45. On or about September 20, 2012, JOHN CUELLAR and Commissioner A voted to approve an amendment to the contract with Company B to include automation and daily construction inspection in an amount not to exceed \$2,978,950, to authorize a budget amendment as appropriate, and to authorize the mayor to execute any related documents.

The SWWTP

46. In or about 2013, JOHN CUELLAR advised and pressured city staff, including the city manager, to grant contracts to Company B.

47. On or about July 16, 2013, JOHN CUELLAR and Commissioner A voted to amend the city's contract with Company B to authorize Company B to prepare a preliminary engineering report for repairs to the SWWTP.

48. On or about September 2, 2014, JOHN CUELLAR and Commissioner A voted to approve the final preliminary engineering report for the SWWTP, prepared by Company B, and authorize a budget amendment to pay Company B for the report.

Other Acts

49. JOHN CUELLAR, ARTURO CUELLAR, JR., LOPEZ, Commissioner A, QUINTANILLA, and their co-conspirators used wire communications in interstate commerce, such as mobile messaging applications, email, and interstate bank transfers, in furtherance of the scheme to defraud.

50. In or about February 2016, LOPEZ sent to QUINTANILLA, via electronic messages over a cellular telephone, questions that LOPEZ wanted Commissioner A to ask in upcoming city commission meetings. These questions were crafted to benefit Company B in its attempts to recover payments for the WTP from the City of Weslaco, after the city stopped paying Company B.

51. On or about September 1, 2016, LOPEZ and Person B discussed the money still owed to LOPEZ as part of the bribery scheme and discussed how Person B would provide the remaining funds to LOPEZ.

## V. Bribe Payments

### Payments to Lopez

52. In or about 2008, Company B began paying LOPEZ approximately \$17,000 per month.

53. In or about February 2011, around the time that JOHN CUELLAR voted to approve the professional services agreement with Company A to prepare a preliminary engineering report on the WTP, Company B increased the amount paid on a monthly basis to LOPEZ from approximately \$17,000 to approximately \$25,000 to \$40,000 per month.

54. From in or about June 2012 to in or about May 2014, Person B paid a total of approximately \$300,000, in four payments of approximately \$75,000 each, to LOPEZ under the pretense that Person B was leasing a hunting property that belonged to LOPEZ. In truth, these purported lease payments were another way for Person B to pay bribe money to LOPEZ.

55. In all, from in or about April 2008 through in or about December 2015, Person B and Company B paid over approximately \$2.5 million to LOPEZ in regular payments of approximately \$1,000 to approximately \$75,000.

56. On or about April 2012, shortly after JOHN CUELLAR and Commissioner A voted to authorize the mayor to execute the \$38.5 million contract with Company A, Person C made a payment of approximately \$85,000 to LOPEZ. From that point forward, Person C made payments ranging from approximately \$75,000 to approximately \$150,000 to LOPEZ at various periods throughout the year, until approximately July 2014.



57. From in or about April 2012 through in or about July 2014, Company C paid over approximately \$1.6 million to LOPEZ.

Payments to ARTURO CUELLAR, JR.

58. LOPEZ shared the money he received from Company B and Company C with ARTURO CUELLAR, JR. through monthly payments of approximately \$5,000 to ARTURO CUELLAR, JR., beginning at least by on or about March 26, 2008, so that ARTURO CUELLAR, JR. could pay bribes to JOHN CUELLAR.

59. In or about May 2011, LOPEZ's approximately monthly payments to ARTURO CUELLAR, JR. increased, ranging from approximately \$10,000 to more than \$60,000 approximately monthly.

60. Through these monthly payments, from in or about March 2008 through in or about November 2014, LOPEZ paid approximately \$1,398,000 to ARTURO CUELLAR, JR.

Payments to JOHN CUELLAR

61. On or about April 2011, ARTURO CUELLAR, JR. directed employees of Company D to begin making semi-monthly payments of approximately \$5,000 to \$7,500 to JOHN CUELLAR, despite the fact that JOHN CUELLAR was not providing services to Company D. Company D's employees complied.

62. From in or about April 2011 through in or about November 2014, ARTURO CUELLAR, JR. paid approximately \$405,000 to JOHN CUELLAR through Company D in semi-monthly payments ranging from approximately \$5,000 to approximately \$7,500, disguised as payments for legal services that were never rendered, so that JOHN CUELLAR would take official actions to benefit Company A, Company B, and Company C

63. The payments from LOPEZ to ARTURO CUELLAR, JR. and the payments from Company D to JOHN CUELLAR stopped promptly in November 2014 upon JOHN CUELLAR's loss of his re-election bid for the commission.

Payments from GARCIA to JOHN CUELLAR

64. In or about December 2012, GARCIA agreed to assist LOPEZ and ARTURO CUELLAR, JR. in providing approximately \$90,000 in bribe payments to JOHN CUELLAR using GARCIA's law practice and interest on lawyers trust accounts (IOLTA). LOPEZ agreed with GARCIA that, in exchange for GARCIA's assistance in providing bribe funds to JOHN CUELLAR, LOPEZ and ARUTURO CUELLAR, JR. would help Person D, a friend of GARCIA, obtain employment.

65. In or about December 18, 2012, LOPEZ wrote Check No. 1109 from Lone Star Bank Acct. No. \*\*\*\*9303 to GARCIA in the amount of \$60,000 and provided instructions for GARCIA to pay those funds to JOHN CUELLAR.

66. On or about December 19, 2012, GARCIA deposited Check No. 1109 for \$60,000 from LOPEZ into Lone Star National Bank Acct. No. \*\*\*\*9362, one of GARCIA's IOLTA accounts.

67. On or about December 19, 2012, GARCIA wrote Check No. 1022 from Lone Star National Bank Acct. No. \*\*\*\*9362, one of GARCIA's IOLTA accounts, in the amount of \$40,000 to JOHN CUELLAR. On or about December 19, 2012, GARCIA wrote Check No. 1184 from Bank of America Acct. No. \*\*\*\*9717, one of GARCIA's IOLTA accounts, in the amount of \$20,000 to John Cuellar.

68. On or about December 19, 2012, JOHN CUELLAR deposited Check Nos. 1022 and 1184 from Lone Star National Bank Acct. No. \*\*\*\*9362 and Bank of America Acct. No.

\*\*\*\*9717, in the amounts of \$40,000 and \$20,000, respectively, into Inter National Bank Acct. No. \*\*623.

69. In or about January 29, 2013, LOPEZ wrote Check No. 1228 from Lone Star Bank Acct. No. \*\*\*\*9303 to GARCIA in the amount of \$40,000 and provided instructions for GARCIA to pay those funds to JOHN CUELLAR.

70. In or about January 30, 2013, GARCIA deposited Check No. 1228 from Lone Star Bank Acct. No. \*\*\*\*9303 into Lone Star National Bank Acct. No. \*\*\*\*9362, one of GARCIA's IOLTA accounts.

71. In or about March 12, 2013, GARCIA wrote Check No. 1028 from Lone Star National Bank Acct. No. \*\*\*\*9362, one of GARCIA's IOLTA accounts, in the amount of \$15,000 to JOHN CUELLAR.

72. On or about March 13, 2013, JOHN CUELLAR deposited check no. 1028 from Lone Star National Bank Acct. No. \*\*\*\*9362, in the amount of \$15,000, into Inter National Bank Acct. No. \*\*623.

73. In or about April 12, 2013, GARCIA wrote Check No. 1030 from Lone Star National Bank Acct. No. \*\*\*\*9362, one of GARCIA's IOLTA accounts, in the amount of \$15,000 to JOHN CUELLAR.

74. On or about April 15, 2013, JOHN CUELLAR deposited Check No. 1030 from Lone Star National Bank Acct. No. \*\*\*\*9362, in the amount of \$15,000, into Inter National Bank Acct. No. \*\*623.

75. In or about 2013, LOPEZ, ARTURO CUELLAR, JR., and GARCIA discussed GARCIA's payments to JOHN CUELLAR using GARCIA's IOLTA accounts.

76. In or about August 2014, ARTURO CUELLAR, JR. and JOHN CUELLAR helped Person D obtain employment with the City of Weslaco in exchange for GARCIA's assistance in providing bribe funds to JOHN CUELLAR.

77. When interviewed by FBI Special Agents, Person D confirmed that ARTURO CUELLAR JR. assisted him in obtaining employment in or about August 2014.

Bribe Payments to Commissioner A

78. In or about 2011, LOPEZ began writing checks to QUINTANILLA, approximately once per month, in amount ranging from approximately \$500 to approximately \$3,500. QUINTANILLA cashed these checks and provided approximately half of the cash to Commissioner A.

79. From in or about September 15, 2011 to in or about October 22, 2014, LOPEZ wrote approximately 41 checks drawn on Lone Star National Bank Acct. Nos. \*\*\*\*9303, \*\*\*\*5069, and \*\*\*\*9214 to QUINTANILLA, in the amount of approximately \$500 to approximately \$5,000 each, for a total of \$85,950, so that QUINTANILLA could make bribe payments to Commissioner A. QUINTANILLA converted these checks to cash at a Lone Star National Bank branch.

**VI. Interviews**

Interview of ARTURO CUELLAR, JR.

80. In February of 2018, FBI and Internal Revenue Service-Criminal Investigation ("IRS-CI") Special Agents interviewed ARTURO CUELLAR, JR. During the interview, ARTURO CUELLAR, JR. stated that he was good friends with LOPEZ and that he had done contract work for LOPEZ for two to four years, but did not have a written contract for the work he had performed.

81. When asked for specific examples of the type of work he performed for LOPEZ, ARTURO CUELLAR, JR. stated “[LOPEZ] was always in, looking for different work. I know they were trying to do something in, in uh Edcouch-Elsa, uh for a water plant, or you know trying to hook him up there with, you know connect different people.” ARTURO CUELLAR, JR. later said he knew that the majority of the money paid by LOPEZ to ARTURO CUELLAR, JR. related to the WTP project, though he was unable to explain what kind of work he did for LOPEZ in relation to the WTP.

82. ARTURO CUELLAR, JR. recalled that JOHN CUELLAR was paid by Company D. When asked whether the payments from Company D to JOHN CUELLAR were intended to take care of John Cuellar on the side, ARTURO CUELLAR, JR. stated “If, yeah, yeah, you know so.” When asked if the payments were intended to have JOHN CUELLAR vote a certain way regarding the WTP, ARTURO CUELLAR, JR. stated “well that makes sense what you’re saying.”

83. When asked whether he paid JOHN CUELLAR because LOPEZ needed to keep the WTP going, ARTURO CUELLAR, JR. stated “I guess, yeah.” When asked whether the checks to JOHN CUELLAR were intended to help JOHN CUELLAR financially and to assist LOPEZ, ARTURO CUELLAR, JR. responded “I guess yes. I guess that-that would be. I guess.”

84. When asked about the Weslaco WTP contracts, ARTURO CUELLAR, JR. stated “I-I don’t know the story. All-all-all I can kind of imagine you know I mean [LOPEZ] came to me the water plant’s going to happen, whatever you know and who do you know here and you know I mean he knew that John was my cousin and you know I mean and John’s been on the up and down there on the-on the board for you know how that goes in any board or commission or

whatever it is you know.” ARTURO CUELLAR, JR. stated he then remembered being paid by LOPEZ, whom he believed was being paid by Person B.

85. Regarding JOHN CUELLAR’s position on the commission, ARTURO CUELLAR, JR. agreed with the investigating agents that JOHN CUELLAR controlled the commission.

86. In response to a subpoena, Company D was unable to locate or identify any documents relating to any litigation, incorporation documents, title work, or any publicly filed legal document prepared by JOHN CUELLAR on behalf of Company D. Interviews and documents obtained by the FBI indicate that Company D’s primary counsel is another attorney and not JOHN CUELLAR.

87. In response to a subpoena and court order, JOHN CUELLAR was unable to provide any documents evidencing any work performed on behalf of Company D.

#### Interviews of GARCIA

88. In March of 2016, FBI agents interviewed GARCIA. During the interview, GARCIA stated that he met LOPEZ and JOHN CUELLAR at a restaurant in Mission, Texas and was provided with approximately \$75,000 to \$85,000 as a retainer for title work to be performed on LOPEZ’s behalf. GARCIA stated that after the meeting, LOPEZ asked him to write a check in the same amount as the retainer to JOHN CUELLAR. GARCIA stated that he thought LOPEZ’s request to pay him was odd because JOHN CUELLAR had not performed any work to justify the payment.

89. During the interview, GARCIA also stated that he learned during his time as a member of a local school board that LOPEZ would often receive bribes and kickbacks from companies receiving governmental contracts.

90. GARCIA was interviewed again in May of 2017 and recalled receiving approximately \$85,000 in a check from LOPEZ to allegedly perform title work. GARCIA advised he typically only charges \$150 for title work. GARCIA stated he recalled writing checks to JOHN CUELLAR at LOPEZ's direction and being told by LOPEZ that JOHN CUELLAR does not do much work as an attorney.

91. During a subsequent interview, stated that he now believed that the money given to him by LOPEZ to provide to JOHN CUELLAR was for illegal purposes.

92. In response to subpoenas and court orders, JOHN CUELLAR and GARCIA were unable to provide any documents purporting to establish an attorney client relationship among one another or with LOPEZ. JOHN CUELLAR and GARCIA were also unable to provide or identify any legal documents prepared on behalf of LOPEZ.

TRUE COPY I CERTIFY  
ATTEST:  
NATHAN OCHSNER, CLERK

By  Deputy Clerk





commission to serve as mayor pro tem. As a commissioner, **JOHN F. CUELLAR** was an agent of the City of Weslaco.

4. Defendant **DANIEL J. GARCIA (GARCIA)** is an attorney based in Rio Grande City, Texas, who served on the Rio Grande City Consolidated Independent School District Board of Trustees.

5. Leonel "Leo" **LOPEZ (LOPEZ)** is a resident of Starr County, Texas.

6. Gerardo "Jerry" **TAFOLLA (TAFOLLA)** is a resident of Weslaco, Texas and an elected member of the commission.

7. Company A was an international engineering and construction company that performed large-scale infrastructure projects for public and private clients. Person A was an employee of Company A.

8. Company B was an engineering company based in San Antonio, Texas. Person B was the owner of Company B.

9. Company C was an engineering company based in McAllen, Texas. Person C was the owner of Company C.

10. Company D was a business entity owned, in part, by **ARTURO C. CUELLAR, JR.** and based in Corpus Christi, Texas.

11. Person D was an attorney based in Houston, Texas.

### **GENERAL ALLEGATIONS**

#### **The Weslaco City Commission**

12. The Texas Constitution, the laws of the State of Texas, and the charter of the City of Weslaco established ethical standards of conduct for elected public officials, including Weslaco City Commissioners. These standards included an oath to faithfully execute the duties of the office of commissioner and to preserve, protect, and defend the Constitution and the laws of the United

States and the State of Texas. Accordingly, commissioners owed a fiduciary duty to the City of Weslaco, the commission, and the people of the City of Weslaco.

13. As officials in the city government, defendant **JOHN F. CUELLAR** and TAFOLLA each owed a fiduciary duty to the City of Weslaco and to its citizens to perform the duties and responsibilities of their office free from corrupt influence. As elected officials in the State of Texas, **JOHN F. CUELLAR** and TAFOLLA swore to uphold the United States Constitution, the Texas Constitution, and the laws of the State of Texas and to faithfully execute the duties of their office.

14. The commission was authorized to take official action only when a quorum—a majority of duly elected commissioners—was present. When a quorum was present, the commission could act based on a majority vote.

15. Pursuant to the Texas Open Meetings Act, Tex. Gov't Code Ann. § 551, *et seq.*, the commission, as a city government in Texas, was authorized to conduct official business only after providing at least 72 hours of public notice of the time, place, and subject matter of the meeting. Such meetings were generally required to be open to the public, with closed meetings and executive sessions permitted only under narrowly drawn exceptions.

16. Prior to May 2008, the commission was comprised of a mayor, a mayor pro tem, and three commissioners elected at large. The mayor pro tem was a commissioner selected by a majority vote of the commissioners to assume the mayor's duties when the mayor was absent.

17. Starting in or about May 2008, the commission was comprised of six commissioners elected from single-member districts, a mayor elected at large, and a mayor pro tem, selected in the same manner as prior to May 2008.

18. Due to his long tenure on the commission and relationship to **ARTURO C. CUELLAR, JR.**, a prominent politician in Hidalgo County, **JOHN F. CUELLAR** exerted a significant amount of power and influence on the commission and over other city officials. **JOHN F. CUELLAR** was the *de facto* leader of the commission's majority voting bloc during the vast majority of the charged conspiracy.

#### The Weslaco Water Treatment Facilities

19. In or about 2004, the Texas Commission on Environmental Quality ("TCEQ") notified the City of Weslaco that its water treatment facilities were in violation of Texas environmental regulations. The city's water treatment facilities included the Water Treatment Plant (WTP), which processed the city's potable water, and the North Wastewater Treatment Plant (NWWTP) and South Wastewater Treatment Plant (SWWTP), which together processed the city's wastewater.

20. In or about 2007, the commission voted to issue approximately \$28 million in municipal bonds to finance several infrastructure projects in the Weslaco area. The two largest and costliest projects to be paid for by the bond funds were to rebuild the NWWTP and to perform repairs to the WTP.

21. In or about 2008, the commission hired Company A to act as the construction manager for the infrastructure projects to be funded by the bond issuance. Under the contract, Company A would effectively select the companies to perform the infrastructure work to be paid for with the bond funds.

22. In or about March 18, 2008, Company A granted to itself, subject to the approval of the commission, the contracts to rehabilitate the NWWTP and WTP, the two costliest projects to be completed using the \$28 million in municipal bond proceeds.

**THE CONSPIRACY**

23. From in or about March 2008 through in or about December 2016, in the Southern District of Texas and elsewhere, the defendants,

**RICARDO QUINTANILLA,  
also known as "Richard,"  
JOHN F. CUELLAR,  
ARTURO C. CUELLAR, JR.,  
also known as "A.C.,"  
and  
DANIEL J. GARCIA**

LOPEZ, and TAFOLLA, did knowingly combine, conspire, confederate, and agree together and with others known and unknown to the Grand Jury, to devise and intend to devise a scheme and artifice to defraud and to deprive, by means of material false and fraudulent pretenses, representations, and promises, and to transmit and cause to be transmitted by means of wire communication in interstate commerce, any writings, signs, signals, pictures, and sounds for the purpose of executing the scheme and artifice to defraud and deprive, that is, to deprive the City of Weslaco, the Weslaco City Commission, and the citizens of Weslaco of their right to the honest services of **JOHN F. CUELLAR** and TAFOLLA through bribery, in violation of 18 U.S.C. §§ 1343 and 1346.

**THE SCHEME TO DEFRAUD**

24. From in or about March 2008 through in or about December 2016, in the Southern District of Texas and elsewhere, the defendants, **QUINTANILLA, JOHN F. CUELLAR, ARTURO C. CUELLAR, JR., GARCIA, LOPEZ, and TAFOLLA**, and others known and unknown to the Grand Jury, devised and intended to devise a scheme and artifice to defraud and to deprive the City of Weslaco, the Weslaco City Commission, and the citizens of Weslaco of their intangible right to the honest services of **JOHN F. CUELLAR** and TAFOLLA, both elected officials, through bribery.

**PURPOSE OF THE CONSPIRACY**

25. The purposes of the conspiracy included, but were not limited to, the following:

a. For **JOHN F. CUELLAR** to enrich himself by accepting bribes in exchange for using his official position as a Weslaco City Commissioner to take official acts to benefit and help Company A, Company B, and Company C obtain millions of dollars in contracts from the City of Weslaco;

b. For TAFOLLA to enrich himself by accepting bribes in exchange for using his official position as a Weslaco City Commissioner to take official acts to benefit and help Company A, Company B, and Company C obtain millions of dollars in contracts from the City of Weslaco;

c. For **ARTURO C. CUELLAR, JR.** to enrich himself by keeping a portion of the bribe funds paid to him by LOPEZ and then pay the remainder of the bribe funds to **JOHN F. CUELLAR**;

d. For **QUINTANILLA** to enrich himself by keeping a portion of the bribe funds paid to him by LOPEZ and then pay the remainder of the bribe funds to TAFOLLA;

e. For LOPEZ to enrich himself by keeping a portion of the bribe funds paid by Company B and Company C; and

f. For **GARCIA** to help **ARTURO C. CUELLAR, JR., JOHN F. CUELLAR**, and LOPEZ conceal the bribery conspiracy by laundering the bribes through his interest on lawyers trust account (IOLTA).

**MANNER AND MEANS OF THE CONSPIRACY**

26. The manner and means by which the defendants carried out the conspiracy included, but were not limited to, the following:

a. LOPEZ accepted at least approximately \$4.1 million, paid through Company B and Company C, in order to pay bribes to **JOHN F. CUELLAR** and **TAFOLLA**, through **ARTURO C. CUELLAR, JR.** and **QUINTANILLA**, respectively.

b. **ARTURO C. CUELLAR, JR., QUINTANILLA**, and **LOPEZ** corruptly gave, offered, and promised things of value to **JOHN F. CUELLAR** and **TAFOLLA**, including hundreds of thousands of dollars in cash, in exchange for specific official action favorable to Company A, Company B, and Company C, including votes authorizing multi-million dollar contracts for water treatment facilities in the City of Weslaco.

c. **JOHN F. CUELLAR, ARTURO C. CUELLAR, JR., QUINTANILLA, LOPEZ** and **TAFOLLA**, and other co-conspirators met at various locations in the Southern District of Texas and elsewhere, to discuss the official action that **JOHN F. CUELLAR** and **TAFOLLA** should take to benefit Company A, Company B, and Company C, and to discuss the payment of bribes.

d. In order to conceal the scheme, **JOHN F. CUELLAR, ARTURO C. CUELLAR, JR., QUINTANILLA, LOPEZ**, and **TAFOLLA**, took steps to anonymously funnel the bribe payments to **JOHN F. CUELLAR** and **TAFOLLA** in a manner to avoid detection that the payments came from Company B and Company C, including the following:

i. **LOPEZ** received payments from Company B and Company C, as well as payments from Company A that were passed through Company B and Company C, for the purpose of paying bribes to **JOHN F. CUELLAR** and **TAFOLLA**, disguised as consulting fees due to **LOPEZ**.

ii. From in or about March 26, 2008 to in or about November 24, 2014, LOPEZ wrote a total of approximately \$1,398,000 in checks to **ARTURO C. CUELLAR, JR.** drawn on LOPEZ's accounts at Lone Star National Bank.

iii. From on or about April 21, 2011 to on or about November 6, 2014 **ARTURO C. CUELLAR, JR.** directed employees of Company D to make a total of approximately \$405,000 in payments to **JOHN F. CUELLAR** from Company D, disguised as payments for legitimate legal services.

iv. From on or about December 2012 to on or about April 2013, **ARTURO C. CUELLAR, JR., JOHN F. CUELLAR,** and **DANIEL J. GARCIA** funneled at least approximately \$90,000 in bribe payments, disguised as payments for legitimate legal services, through the IOLTA account for **GARCIA's** law firm.

v. From on or about September 2011 to on or about October 2014, LOPEZ wrote a total of approximately \$85,950 in checks to **QUINTANILLA** drawn on LOPEZ's accounts at Lone Star National Bank.

vi. **QUINTANILLA** converted the checks from LOPEZ to cash at Lone Star National Bank and shared approximately half of the cash with **TAFOLLA**.

e. **JOHN F. CUELLAR** and **TAFOLLA** cast votes, at the direction of **LOPEZ, ARTURO C. CUELLAR, JR., QUINTANILLA,** and their co-conspirators, to award contracts and payments to Company A, Company B, and Company C, or to benefit Company A, Company B, and Company C in the execution and administration of their contracts with the city.

f. **JOHN F. CUELLAR** directed city officials to call special meetings of the commission wherein votes could be taken to benefit Company A, Company B, and Company C, because special meetings were not publicized or recorded in the same way as regular commission meetings, and the short notice provided for special meetings prevented commissioners who would not vote with **JOHN F. CUELLAR** from attending.

g. In or about 2016, **LOPEZ, QUINTANILLA**, and their co-conspirators provided TAFOLLA with questions to ask of other city officials, and which were intended to benefit Company B, during a dispute between the City of Weslaco and Company B over the City of Weslaco's refusal to pay Company B's invoices for the WTP.

h. **JOHN F. CUELLAR, ARTURO C. CUELLAR, JR., QUINTANILLA, LOPEZ** and TAFOLLA, and their co-conspirators used wire communications in interstate commerce, such as mobile messaging applications, email, and interstate bank transfers, in furtherance of the scheme to defraud.

#### OVERT ACTS

27. In furtherance of the conspiracy and in order to accomplish its objects, **JOHN F. CUELLAR, ARTURO C. CUELLAR, JR., QUINTANILLA, LOPEZ** and TAFOLLA and their co-conspirators committed the following overt acts, among others, in the Southern District of Texas and elsewhere:

28. In or about 2008, Person A and Person B agreed with **LOPEZ** that they would pay **LOPEZ** to ensure that Company A and Company B obtained the contracts for certain construction and engineering projects relating to the city's water treatment facilities. **LOPEZ** agreed with **ARTURO C. CUELLAR, JR.** and **JOHN F. CUELLAR** that **JOHN F. CUELLAR** would take official action as a Weslaco City Commissioner to benefit Company A and Company B, such as by voting to grant them contracts with the city, in exchange for bribe payments



29. In or about 2011, LOPEZ, with the knowledge of **JOHN F. CUELLAR** and **ARTURO C. CUELLAR, JR.**, obtained the agreement of **QUINTANILLA**, to obtain the agreement of another commissioner to accept bribes in exchange for the agreement to take official action as a Weslaco City Commissioner to benefit Company A and Company B, such as by voting to grant them contracts with the city. **QUINTANILLA** obtained the agreement of TAFOLLA to take official action as a Weslaco City Commissioner to benefit Company A and Company B, such as by voting to grant them contracts with the city in exchange for bribe payments paid from LOPEZ through **QUINTANILLA**.

30. In or about 2012, Person B recruited Person C to funnel bribe payments to LOPEZ. Person C agreed to do so in exchange for the agreement that Company C would receive subcontracts on the WTP and contracts with the City of Weslaco. **JOHN F. CUELLAR** and TAFOLLA agreed, through LOPEZ, **ARTURO C. CUELLAR, JR.**, and **QUINTANILLA**, to take official action as a Weslaco City Commissioner to benefit Company C, such as by voting to grant it contracts with the city, in exchange for bribe payments.

### The Water Treatment Facilities

#### The NWWTP

31. On or about March 25, 2008, **JOHN F. CUELLAR** made a motion to grant a professional services contract to Company A to perform engineering services to rehabilitate the WTP and to construct a new NWWTP. On the same date, **JOHN F. CUELLAR** voted in favor of that motion.

32. In or about May 2008, in the absence of Weslaco's mayor, **JOHN F. CUELLAR** executed a professional services agreement with Company A.

33. On or about November 4, 2008, **JOHN F. CUELLAR** made a motion to place additional projects under Company A's contract. On the same date, **JOHN F. CUELLAR** voted in favor of that motion.

34. On or about August 18, 2009, **JOHN F. CUELLAR** spoke against a motion to reprioritize the 2007 bond funds to shift money from the NWWTP to the WTP, the contracts for both of which had been granted to Company A. The effect of the shifting of funds, as proposed, would have been to reduce the total amount of money due to Company A under the contracts. On the same date, **JOHN F. CUELLAR** voted to oppose that motion, instead asserting to the commission that the NWWTP and WTP be given equal significance, keeping the amount of money due to Company A under the contracts the same. Despite **JOHN F. CUELLAR**'s vote, the motion carried.

35. On or about September 1, 2009, **JOHN F. CUELLAR** took the following actions:
- a. made a motion before the commission to suspend Robert's Rules of Order to allow the commission to reconsider **JOHN F. CUELLAR**'s motion that the NWWTP and WTP be considered with equal importance with regard to apportioning the 2007 bond funds, an initiative that had been defeated at the August 18, 2009 meeting;
  - b. voted in favor of the motion to suspend Robert's Rules of Order to allow the commission to reconsider **JOHN F. CUELLAR**'s motion that the NWWTP and WTP be considered with equal importance with regard to apportioning the 2007 bond funds;
  - c. made a motion before the commission that the NWWTP and WTP be considered with equal importance with regard to apportioning the 2007 bond funds; and
  - d. voted in favor of the motion that the NWWTP and WTP be considered with equal importance with regard to apportioning the 2007 bond funds.

The WTP

36. In or about 2011, **JOHN F. CUELLAR** advised and pressured city staff to grant no-bid contracts to Company A and Company B to design and construct a new WTP.

37. On or about January 18, 2011, **JOHN F. CUELLAR** voted to authorize the city manager and the city attorney to negotiate a new professional services agreement with Company A to prepare a preliminary engineering report on the WTP.

38. On or about August 16, 2011,

a. **JOHN F. CUELLAR** made a motion before the commission to approve the preliminary engineering report on the WTP prepared by Company A;

b. **JOHN F. CUELLAR** and TAFOLLA voted to approve the preliminary engineering report on the WTP prepared by Company A; and

c. **JOHN F. CUELLAR** and TAFOLLA voted to declare that the WTP was exceeding capacity and failing to meet public water demand, thereby creating an imminent threat to public health and safety. This declaration allowed the commission to directly grant construction contracts to address violations issued by TCEQ, bypassing ordinary bidding and qualification procedures.

39. On or about September 8, 2011, **JOHN F. CUELLAR** and TAFOLLA took the following actions:

a. voted to authorize the city manager to negotiate a preconstruction services contract with Company A for the WTP; and

b. voted in favor of a motion for the city manager to negotiate a contract with Company B for the design of an expansion to the WTP and associated projects.

Due to the declaration from the August 16, 2011 meeting that the WTP represented an imminent threat to public health and safety, the commission was able to grant these contracts without the ordinary competitive bidding and qualification process.

40. On or about October 6, 2011, TAFOLLA voted to approve a professional services agreement with Company B for the design of the WTP and a professional services agreement with Company A for the pre-construction services for the WTP.

41. On or about March 27, 2012, **JOHN F. CUELLAR** and TAFOLLA voted to authorize the mayor to execute a contract, valued at approximately \$38.5 million, with Company A for the expansion of the WTP and to authorize city staff to amend the city budget to accommodate the \$38.5 million contract with Company A.

42. On or about June 5, 2012, **JOHN F. CUELLAR** and TAFOLLA voted to approve the City of Weslaco's entering into a professional services agreement with Company C.

43. In or about 2012, Person A and Person B told LOPEZ that they needed the commission to approve an amendment increasing the price of Company B's contract with the city. Person A and Person B told LOPEZ that the additional funds from this amendment would enable Person B to continue paying LOPEZ, so that LOPEZ could, in turn, continue paying others.

44. On or about September 20, 2012, **JOHN F. CUELLAR** and TAFOLLA voted to approve an amendment to the contract with Company B to include automation and daily construction inspection in an amount not to exceed \$2,978,950, to authorize a budget amendment as appropriate, and to authorize the mayor to execute any related documents.

#### The SWWTP

45. In or about 2013, **JOHN F. CUELLAR** advised and pressured city staff, including the city manager, to grant contracts to Company B.

46. On or about July 16, 2013, **JOHN F. CUELLAR** and TAFOLLA voted to amend the city's contract with Company B to authorize Company B to prepare a preliminary engineering report for repairs to the SWWTP.

47. On or about September 2, 2014, **JOHN F. CUELLAR** and TAFOLLA voted to approve the final preliminary engineering report for the SWWTP, prepared by Company B, and authorize a budget amendment to pay Company B for the report.

48. **JOHN F. CUELLAR** and TAFOLLA made the motions, cast the votes, and took the other official actions referenced in paragraphs 28 through 47 in their official capacities as Weslaco City Commissioners during Weslaco City Commission meetings.

#### Other Acts

49. **JOHN F. CUELLAR, ARTURO C. CUELLAR, JR., QUINTANILLA, LOPEZ,** and TAFOLLA, and their co-conspirators used wire communications in interstate commerce, such as mobile messaging applications, email, and interstate bank transfers, in furtherance of the scheme to defraud.

50. In or about February 2016, LOPEZ sent to **QUINTANILLA**, via electronic messages over a cellular telephone, questions that LOPEZ wanted TAFOLLA to ask in upcoming city commission meetings. These questions were crafted to benefit Company B in its attempts to recover payments for the WTP from the City of Weslaco, after the city stopped paying Company B.

51. On or about September 1, 2016, LOPEZ and Person B discussed the money still owed to LOPEZ as part of the bribery scheme and discussed how Person B would provide the remaining funds to LOPEZ.

**Bribe Payments**

Payments to LOPEZ

52. In or about 2008, Company B began paying LOPEZ approximately \$17,000 per month.

53. In or about February 2011, around the time that **JOHN F. CUELLAR** voted to approve the professional services agreement with Company A to prepare a preliminary engineering report on the WTP, Company B increased the amount paid on a monthly basis to LOPEZ from approximately \$17,000 to approximately \$25,000 to \$40,000 per month.

54. From in or about June 2012 to in or about May 2014, Person B paid a total of approximately \$300,000, in four payments of approximately \$75,000 each, to LOPEZ under the pretense that Person B was leasing a hunting property that belonged to LOPEZ. In truth, these purported lease payments were another way for Person B to pay bribe money to LOPEZ.

55. In all, from in or about April 2008 through in or about December 2015, Person B and Company B paid over approximately \$2.5 million to LOPEZ in regular payments of approximately \$1,000 to approximately \$75,000.

56. On or about April 2012, shortly after **JOHN F. CUELLAR** and TAFOLLA voted to authorize the mayor to execute the \$38.5 million contract with Company A, Person C made a payment of approximately \$85,000 to LOPEZ. From that point forward, Person C made payments ranging from approximately \$75,000 to approximately \$150,000 to LOPEZ at various periods throughout the year, until approximately July 2014.

57. From in or about April 2012 through in or about July 2014, Company C paid over approximately \$1.6 million to LOPEZ.

Payments to ARTURO C. CUELLAR, JR.

58. LOPEZ shared the money he received from Company B and Company C with **ARTURO C. CUELLAR, JR.** through monthly payments of approximately \$5,000 to **ARTURO C. CUELLAR, JR.**, beginning at least by on or about March 26, 2008, so that **ARTURO C. CUELLAR, JR.** could pay bribes to **JOHN F. CUELLAR.**

59. In or about May 2011, LOPEZ's monthly payments to **ARTURO C. CUELLAR, JR.** increased, ranging from approximately \$10,000 to more than \$60,000 approximately monthly.

60. Through these monthly payments, from in or about March 2008 through in or about November 2014, LOPEZ paid approximately \$1,398,000 to **ARTURO C. CUELLAR, JR.**

Payments to JOHN F. CUELLAR

61. In or about April 2011, **ARTURO C. CUELLAR, JR.** directed employees of Company D to begin making semi-monthly payments of approximately \$5,000 to \$7,500 to **JOHN F. CUELLAR**, despite the fact that **JOHN F. CUELLAR** was not providing services to Company D. Company D's employees complied.

62. From in or about April 2011 through in or about November 2014, **ARTURO C. CUELLAR, JR.** paid approximately \$405,000 to **JOHN F. CUELLAR** through Company D in semi-monthly payments ranging from approximately \$5,000 to approximately \$7,500, disguised as payments for legal services that were never rendered, so that **JOHN F. CUELLAR** would take official actions to benefit Company A, Company B, and Company C.

63. The payments from LOPEZ to **ARTURO C. CUELLAR, JR.** and the payments from Company D to **JOHN F. CUELLAR** stopped promptly in November 2014 upon **JOHN F. CUELLAR's** loss of his re-election bid for the commission.

Payment of Bribes to JOHN F. CUELLAR through GARCIA

64. In or about December 2012, **GARCIA** agreed to assist **LOPEZ** and **ARTURO C. CUELLAR, JR.** in providing approximately \$90,000 in bribe payments to **JOHN F. CUELLAR** using **GARCIA**'s law practice and IOLTA account. **LOPEZ** agreed with **GARCIA** that, in exchange for **GARCIA**'s assistance in providing bribe funds to **JOHN F. CUELLAR**, **LOPEZ** and **ARTURO C. CUELLAR, JR.** would help Person D, a friend of **GARCIA**, obtain employment.

65. On or about December 18, 2012, **LOPEZ** wrote Check No. 1109 from Lone Star Bank Acct. No. \*\*\*\*9303 to **GARCIA** in the amount of \$60,000 and provided instructions for **GARCIA** to pay those funds to **JOHN F. CUELLAR**.

66. On or about December 19, 2012, **GARCIA** deposited Check No. 1109 for \$60,000 from **LOPEZ** into Lone Star National Bank Acct. No. \*\*\*\*9362, one of **GARCIA**'s IOLTA accounts.

67. On or about December 19, 2012, **GARCIA** wrote Check No. 1022 from Lone Star National Bank Acct. No. \*\*\*\*9362, one of **GARCIA**'s IOLTA accounts, in the amount of \$40,000 to **JOHN F. CUELLAR**.

68. On or about December 19, 2012, **GARCIA** wrote Check No. 1184 from Bank of America Acct. No. \*\*\*\*9717, one of **GARCIA**'s IOLTA accounts, in the amount of \$20,000 to **JOHN F. CUELLAR**.

69. On or about December 19, 2012, **JOHN F. CUELLAR** deposited Check Nos. 1022 and 1184 from Lone Star National Bank Acct. No. \*\*\*\*9362 and Bank of America Acct. No. \*\*\*\*9717, in the amounts of \$40,000 and \$20,000, respectively, into Inter National Bank Acct. No. \*\*623.



70. On or about January 29, 2013, LOPEZ wrote Check No. 1228 from Lone Star Bank Acct. No. \*\*\*\*9303 to **GARCIA** in the amount of \$40,000 and provided instructions for **GARCIA** to pay those funds to **JOHN F. CUELLAR**.

71. On or about January 30, 2013, **GARCIA** deposited Check No. 1228 from Lone Star Bank Acct. No. \*\*\*\*9303 into Lone Star National Bank Acct. No. \*\*\*\*9362, one of **GARCIA**'s IOLTA accounts.

72. On or about March 12, 2013, **GARCIA** wrote Check No. 1028 from Lone Star National Bank Acct. No. \*\*\*\*9362, one of **GARCIA**'s IOLTA accounts, in the amount of \$15,000 to **JOHN F. CUELLAR**.

73. On or about March 13, 2013, **JOHN F. CUELLAR** deposited check no. 1028 from Lone Star National Bank Acct. No. \*\*\*\*9362, in the amount of \$15,000, into Inter National Bank Acct. No. \*\*623.

74. On or about April 12, 2013, **GARCIA** wrote Check No. 1030 from Lone Star National Bank Acct. No. \*\*\*\*9362, one of **GARCIA**'s IOLTA accounts, in the amount of \$15,000 to **JOHN F. CUELLAR**.

75. On or about April 15, 2013, **JOHN F. CUELLAR** deposited Check No. 1030 from Lone Star National Bank Acct. No. \*\*\*\*9362, in the amount of \$15,000, into Inter National Bank Acct. No. \*\*623.

76. In or about 2013, LOPEZ, **ARTURO C. CUELLAR, JR.**, and **GARCIA** discussed **GARCIA**'s payments to **JOHN F. CUELLAR** using **GARCIA**'s IOLTA account.

77. In or about August 2014, **ARTURO C. CUELLAR, JR.**, and **JOHN F. CUELLAR** helped Person D obtain employment with the City of Weslaco in exchange for **GARCIA**'s assistance in providing bribe funds to **JOHN F. CUELLAR**.

Payments to TAFOLLA

78. In or about 2011, LOPEZ began writing checks to **QUINTANILLA** approximately once per month, in amounts ranging from approximately \$500 to approximately \$3,500. **QUINTANILLA** cashed these checks and provided approximately half of the cash to TAFOLLA.

79. From on or about September 15, 2011 to in or about October 22, 2014, LOPEZ wrote approximately 41 checks drawn on Lone Star National Bank Acct. Nos. \*\*\*\*9303, \*\*\*\*5069, and \*\*\*\*9214 to **QUINTANILLA**, in the amount of approximately \$500 to approximately \$5,000 each, for a total of \$85,950, so that **QUINTANILLA** could make bribe payments to TAFOLLA. **QUINTANILLA** converted these checks to cash at a Lone Star National Bank branch.

All in violation of Title 18, United States Code, Sections 1343, 1346, and 1349.

**COUNTS TWO to SEVEN**  
**18 U.S.C. §§ 1343, 1346**  
**(Honest Services Wire Fraud)**

80. Paragraphs 1-79 are incorporated by reference as though fully set forth herein.

81. From in or about 2008 and continuing through in or about December 2016, in the Southern District of Texas and elsewhere, the defendants,

**RICARDO QUINTANILLA,**  
**also known as "Richard"**  
**JOHN F. CUELLAR,**  
**ARTURO C. CUELLAR, JR.,**  
**also known as "A.C.,"**  
**and**  
**DANIEL J. GARCIA**

LOPEZ and TAFOLLA, and others known and unknown to the grand jury, devised and intended to devise a scheme and artifice to defraud the City of Weslaco, the Weslaco City Commission, and the citizens of Weslaco of their intangible right to the honest services of **JOHN F. CUELLAR** and TAFOLLA through bribery; to wit, on or about the dates set forth below, in the Southern

District of Texas and elsewhere, the defendants, for the purpose of executing and attempting to execute the scheme and artifice to defraud and deprive, transmitted and caused to be transmitted by means of wire communications in interstate and foreign commerce the following writings, signs, signals, pictures and sounds:

<b>COUNT</b>	<b><u>DATE</u></b>	<b><u>NATURE OF WIRE</u></b>
2	April 25, 2014	Email from Person B to an employee of the City of Weslaco regarding amendments to the WTP.
3	May 18, 2015	Email from LOPEZ to Person B regarding argument to make to the City as to the benefits of the SWWTP.
4	July 6, 2015	Email from LOPEZ to Person B regarding arguments to make to the City as to the benefits of the WTP.
5	September 2, 2015	Email from employee of Company B to an employee of the City of Weslaco and Person B submitting a monthly status report on the WTP.
6	October 5, 2015	Email from employee of Company B to an employee of the City of Weslaco and Person B submitting a monthly status report on the WTP.
7	December 21, 2015	Email from employee of Company B to an employee of the City of Weslaco and Person B submitting invoices for work conducted on the WTP.

All in violation of Title 18 United States Code, Sections 1343, 1346, and 2.

**COUNT EIGHT**  
**18 U.S.C. § 666(a)(2)**  
**(Federal Program Bribery)**

82. Paragraphs 1-79 of this Indictment are re-alleged as if fully set forth herein.

83. From in or about August 2011, up to and including in or about November 2014, in the Southern District of Texas and elsewhere within the jurisdiction of the court, the defendant,

**RICARDO QUINTANILLA,**  
**also known as "Richard"**

did corruptly give, offer, or agree to give a thing of value to any person intending to influence and reward an agent of the City of Weslaco, a local government that received benefits in excess of \$10,000 pursuant to a Federal program involving a grant, contract, subsidy, loan guarantee, and other forms of Federal assistance in 2014, in connection with any business, transaction, or series of transactions of such State government and agency involving something of value of \$5,000 or more: namely, QUINTANILLA gave, offered, and agreed to give cash to TAFOLLA, a public official of the City of Weslaco, intending to influence and reward TAFOLLA in connection with the contracts for the construction and rehabilitation of the city's water treatment facilities.

All in violation of Title 18, United States Code, Sections 666(a)(2) and 2.

**COUNT NINE**  
**18 U.S.C. § 666(a)(2)**  
**(Federal Program Bribery)**

84. Paragraphs 1-79 of this Indictment are re-alleged as if fully set forth herein.

85. From in or about March 2008, up to and including in or about November 2014, in the Southern District of Texas and elsewhere within the jurisdiction of the court, the defendant,

**ARTURO C. CUELLAR, JR.,**  
**also known as "A.C."**

did corruptly give, offer, or agree to give a thing of value to any person intending to influence and reward an agent of the City of Weslaco, a local government that received benefits in excess of \$10,000 pursuant to a Federal program involving a grant, contract, subsidy, loan guarantee, and other forms of Federal assistance in 2014, in connection with any business, transaction, or series of transactions of such State government and agency involving something of value of \$5,000 or more: namely, **ARTURO C. CUELLAR, JR.** gave, offered, and agreed to give cash to **JOHN F. CUELLAR**, a public official of the City of Weslaco, intending to influence and reward **JOHN F.**

**CUELLAR** in connection with the contracts for the construction and rehabilitation of the city's water treatment facilities.

All in violation of Title 18, United States Code, Sections 666(a)(2) and 2.

**COUNT TEN**  
**18 U.S.C. § 666(a)(1)(B)**  
**(Federal Program Bribery)**

86. Paragraphs 1-79 of this Indictment are re-alleged as if fully set forth herein.

87. From in or about March 2008, up to and including in or about November 2014, in the Southern District of Texas and elsewhere within the jurisdiction of the court, the defendant,

**JOHN F. CUELLAR**

a sitting commissioner of the City of Weslaco, a local government that received benefits in excess of \$10,000 pursuant to a Federal program involving a grant, contract, subsidy, loan guarantee, and other forms of Federal assistance in 2014, did corruptly solicit and demand for his own benefit, and accepted and agreed to accept something of value, that is, money, intending to be influenced and rewarded in connection with any business, transaction, or series of transactions of local government and agency involving something of value of \$5,000 or more: namely, **JOHN F. CUELLAR**, a public official of the City of Weslaco, solicited, demanded, accepted and agreed to accept money from **ARTURO C. CUELLAR, JR.**, intending to be influenced and rewarded in connection with the contracts for the construction and rehabilitation of the city's water treatment facilities.

All in violation of Title 18, United States Code, Sections 666(a)(1)(B) and 2.

**COUNT ELEVEN**  
**18 U.S.C. § 1956(h)**  
**(Conspiracy to Launder Monetary Instruments)**

88. Paragraphs 1-79 of this Indictment are re-alleged as if fully set forth herein.

89. From in or about March 2008 and continuing through in or about December 2016, in the Southern District of Texas and elsewhere, the defendants,

**RICARDO QUINTANILLA,  
also known as "Richard"  
JOHN F. CUELLAR,  
ARTURO C. CUELLAR, JR.,  
also known as "A.C.,"  
and  
DANIEL J. GARCIA**

LOPEZ, and TAFOLLA did knowingly combine, conspire, and agree with each other and with other persons known and unknown to the grand jury to commit offenses against the United States in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i), to wit: to knowingly conduct and attempt to conduct a financial transaction which in fact involved the proceeds of specified unlawful activity, that is, bribery of a public official, knowing that the transaction was designed in whole or in part to promote specified unlawful activity and conceal and disguise the nature, location, source, ownership, and control of the proceeds of specified unlawful activity.

All in violation of Title 18, United States Code, Sections 1956(h).

**COUNTS TWELVE to NINETEEN**  
**18 U.S.C. § 1956(a)**  
**(Money Laundering)**

90. Paragraphs 1-79 of this Indictment are re-alleged as if fully set forth herein.

91. On or about the dates listed below, in the Southern District of Texas and elsewhere, the defendant,

**RICARDO QUINTANILLA,  
also known as "Richard"**

knowing that the property involved in the financial transactions listed below represented the proceeds of some form of unlawful activity, that is, bribery of a public official, knowingly and willfully conducted and caused to be conducted the financial transactions designed in whole or in

part to promote specified unlawful activity, that is, bribery of a public official, and conceal and disguise the nature, location, source, ownership, and control of the proceeds of specified unlawful activity, with each transaction affecting interstate commerce, in that **QUINTANILLA** withdrew funds from the bank account at the financial institutions identified below:

<u>Count</u>	<u>Date (on or about)</u>	<u>Financial Transaction</u>	<u>Total Amount of Transaction</u>
12	April 16, 2014	Conversion of check #1703, drawn on Lone Star National Bank Acct. No. ****9303, made out to <b>QUINTANILLA</b> , to cash at Lone Star National Bank.	\$2,000
13	May 8, 2014	Conversion of check #1590, drawn on Lone Star National Bank Acct. No. ****9303, made out to <b>QUINTANILLA</b> , to cash at Lone Star National Bank.	\$2,000
14	June 16, 2014	Conversion of check #1544, drawn on Lone Star National Bank Acct. No. ****9303, made out to <b>QUINTANILLA</b> , to cash at Lone Star National Bank.	\$2,000
15	July 31, 2014	Conversion of check #1631, drawn on Lone Star National Bank Acct. No. ****9303, made out to <b>QUINTANILLA</b> , to cash at Lone Star National Bank.	\$2,000
16	August 9, 2014	Conversion of check #1636, drawn on Lone Star National Bank Acct. No. ****9303, made out to <b>QUINTANILLA</b> , to cash at Lone Star National Bank.	\$5,000
17	August 18, 2014	Conversion of check #1642, drawn on Lone Star National Bank Acct. No. ****9303, made out to <b>QUINTANILLA</b> , to cash at Lone Star National Bank.	\$2,000
19	September 5, 2014	Conversion of check #1634, drawn on Lone Star National Bank Acct. No. ****9303, made out to <b>QUINTANILLA</b> , to cash at Lone Star National Bank.	\$5,000

19	October 22, 2014	Conversion of check #1739, drawn on Lone Star National Bank Acct. No. ****9303, made out to <b>QUINTANILLA</b> , to cash at Lone Star National Bank.	\$2,000
----	------------------	--	---------

All in violation of Title 18, United States Code, Section 1956(a)

**COUNTS TWENTY to FORTY-SIX**  
**18 U.S.C. § 1956(a)**  
**(Money Laundering)**

92. Paragraphs 1 through 79 of this Indictment are re-alleged as if fully set forth herein.

93. On or about the dates listed below, in the Southern District of Texas and elsewhere, the defendants,

**JOHN F. CUELLAR**  
**and**  
**ARTURO C. CUELLAR, JR.,**  
**also known as "A.C."**

knowing that the property involved in the financial transactions listed below represented the proceeds of some form of unlawful activity, knowingly and willfully conducted and caused to be conducted the financial transactions listed below, which were designed in whole or in part to promote, conceal and disguise the nature, location, source, ownership, and control of the proceeds of specified unlawful activity, that is, bribery of a public official, and each transaction affecting interstate commerce, in that the defendants withdrew funds from the bank account at the financial institutions identified below:

<u>Count</u>	<u>Date (on or about)</u>	<u>Financial Transaction</u>	<u>Total Amount of Transaction</u>
20	4/10/2014	Deposit of check #26819, drawn on First Victoria National Bank Acct. No. *****7700, into Inter National Bank Acct. No. **623 in the name of <b>JOHN F. CUELLAR</b> .	\$5,000
21	4/15/2014	Deposit of check #1701, drawn on Lone Star Bank Acct. No. ****9303, into Elsa State Bank	\$45,000



		Acct. No. ***1213, in the name of <b>ARTURO C. CUELLAR, JR.</b>	
22	4/24/2014	Deposit of check #26898, drawn on First Victoria National Bank Acct. No. *****7700, into Inter National Bank Acct. No. **623 in the name of <b>JOHN F. CUELLAR.</b>	\$5,000
23	5/1/2014	Deposit of check #1720, drawn on Lone Star Bank Acct. No. ****9303, into Elsa State Bank Acct. No. ***1213, in the name of <b>ARTURO C. CUELLAR, JR.</b>	\$15,000
24	5/7/2014	Deposit of check #26950, drawn on First Victoria National Bank Acct. No. *****7700, into Inter National Bank Acct. No. **623 in the name of <b>JOHN F. CUELLAR.</b>	\$5,000
25	5/20/2014	Deposit of check #27083, drawn on First Victoria National Bank Acct. No. *****7700, into Inter National Bank Acct. No. **623 in the name of <b>JOHN F. CUELLAR.</b>	\$5,000
26	6/4/2014	Deposit of check #27165, drawn on First Victoria National Bank Acct. No. *****7700, into Inter National Bank Acct. No. **623 in the name of <b>JOHN F. CUELLAR.</b>	\$5,000
27	6/10/2014	Deposit of Check #1543, drawn on Lone Star Bank Acct. No. ****9303, made out to <b>ARTURO C. CUELLAR, JR.</b>	\$15,000
28	6/18/2014	Deposit of check #27243, drawn on First Victoria National Bank Acct. No. *****7700, into Inter National Bank Acct. No. **623 in the name of <b>JOHN F. CUELLAR.</b>	\$5,000
29	7/1/2014	Deposit of check #1554, drawn on Lone Star Bank Acct. No. ****9303, into Elsa State Bank Acct. No. ***1213, in the name of <b>ARTURO C. CUELLAR, JR.</b>	\$15,000
30	7/9/2014	Deposit of check #27353, drawn on First Victoria National Bank Acct. No. *****7700, into Inter National Bank Acct. No. **623 in the name of <b>JOHN F. CUELLAR.</b>	\$5,000

31	7/23/2014	Deposit of check #27427, drawn on First Victoria National Bank Acct. No. *****7700, into Inter National Bank Acct. No. **623 in the name of <b>JOHN F. CUELLAR.</b>	\$5,000
32	7/29/2014	Deposit of check #1567, drawn on Lone Star Bank Acct. No. ****9303, into Elsa State Bank Acct. No. ***1213, in the name of <b>ARTURO C. CUELLAR, JR.</b>	\$15,000
33	7/29/2014	Deposit of check #1570, drawn on Lone Star Bank Acct. No. ****9303, into Elsa State Bank Acct. No. ***1213, in the name of <b>ARTURO C. CUELLAR, JR.</b>	\$5,000
34	8/7/2014	Deposit of check #27521, drawn on First Victoria National Bank Acct. No. *****7700, into Inter National Bank Acct. No. **623 in the name of <b>JOHN F. CUELLAR.</b>	\$5,000
35	8/19/2014	Deposit of check #1643, drawn on Lone Star Bank Acct. No. ****9303, into Elsa State Bank Acct. No. ***1213, in the name of <b>ARTURO C. CUELLAR, JR.</b>	\$12,500
36	8/20/2014	Deposit of check #27608, drawn on First Victoria National Bank Acct. No. *****7700, into Inter National Bank Acct. No. **623 in the name of <b>JOHN F. CUELLAR.</b>	\$5,000
37	9/11/2014	Deposit of check #27728, drawn on First Victoria National Bank Acct. No. *****7700, into Inter National Bank Acct. No. **623 in the name of <b>JOHN F. CUELLAR.</b>	\$5,000
38	9/23/2014	Deposit of check #27794, drawn on First Victoria National Bank Acct. No. *****7700, into Inter National Bank Acct. No. **623 in the name of <b>JOHN F. CUELLAR.</b>	\$5,000
39	9/29/2014	Deposit of check #1684, drawn on Lone Star Bank Acct. No. ****9303, into Elsa State Bank Acct. No. ***1213, in the name of <b>ARTURO C. CUELLAR, JR.</b>	\$25,000
40	10/6/2014	Deposit of check #1685, drawn on Lone Star Bank Acct. No. ****9303, into Elsa State Bank	\$30,000

		Acct. No. ***1213, in the name of <b>ARTURO C. CUELLAR, JR.</b>	
41	10/8/2014	Deposit of check #27870, drawn on First Victoria National Bank Acct. No. *****7700, into Inter National Bank Acct. No. **623 in the name of <b>JOHN F. CUELLAR.</b>	\$5,000
42	10/20/2014	Deposit of check #1737, drawn on Lone Star Bank Acct. No. ****9303, into Elsa State Bank Acct. No. ***1213, in the name of <b>ARTURO C. CUELLAR, JR.</b>	\$25,000
43	10/22/2014	Deposit of check #27957, drawn on First Victoria National Bank Acct. No. *****7700, into Inter National Bank Acct. No. **623 in the name of <b>JOHN F. CUELLAR.</b>	\$5,000
44	10/31/2014	Deposit of check #1782, drawn on Lone Star Bank Acct. No. ****9303, made out to <b>ARTURO C. CUELLAR, JR.</b>	\$50,000
45	11/6/2014	Deposit of check #28009, drawn on First Victoria National Bank Acct. No. *****7700, into Inter National Bank Acct. No. **623 in the name of <b>JOHN F. CUELLAR.</b>	\$5,000
46	11/24/2014	Deposit of check #1787, drawn on Lone Star Bank Acct. No. ****9303, made out to <b>ARTURO C. CUELLAR, JR.</b>	\$4,000

All in violation of Title 18, United States Code, Section 1956(a) and 2.

**COUNT FORTY-SEVEN**

**18 U.S.C. § 1952**

**(Travel Act)**

94. Paragraphs 1 through 79 of this Indictment are re-alleged as if fully set forth herein.

95. On or about February 2, 2016, in the Southern District of Texas and elsewhere, the

defendant,

**RICARDO QUINTANILLA,  
also known as "Richard"**

knowingly and willfully did use and cause to be used a facility in interstate and foreign commerce, namely a telephone and a wire and electronic communication, with the intent to promote, manage, establish, carry on, and facilitate the promotion, management, establishment, and carrying on of an unlawful activity, namely bribery, contrary to Article XVI, § 41 of the Texas Constitution and Texas Penal Code § 36.02, and thereafter performed and attempted to perform an act to promote, manage, establish and carry on, and to facilitate the promotion, management, establishment and carrying on of the above unlawful activity.

All in violation of Title 18, United States Code, Section 1952(a)(3).

**COUNTS FORTY-EIGHT to SEVENTY-FOUR**  
**18 U.S.C. § 1952**  
**(Travel Act)**

96. Paragraphs 1 through 79 of this Indictment are re-alleged as if fully set forth herein.

97. On or about the dates listed below, in the Southern District of Texas and elsewhere, the defendants,

**JOHN F. CUELLAR**  
**and**  
**ARTURO C. CUELLAR, JR.,**  
**also known as "A.C."**

knowingly and willfully did use and cause to be used a facility in interstate and foreign commerce, namely a computer network, with the intent to promote, manage, establish, carry on, and facilitate the promotion, management, establishment, and carrying on of an unlawful activity, namely bribery, contrary to Article XVI, § 41 of the Texas Constitution and Texas Penal Code § 36.02, and thereafter performed and attempted to perform an act to promote, manage, establish and carry on, and to facilitate the promotion, management, establishment and carrying on of the above unlawful activity.

<u>Count</u>	<u>Date</u> (on or about)	<u>Use of Interstate Facility</u>
48	4/10/2014	Deposit of check #26819, drawn on First Victoria National Bank Acct. No. *****7700, into Inter National Bank Acct. No. **623 in the name of <b>JOHN F. CUELLAR</b> , causing the funds to be routed over a computer network, a facility in interstate commerce.
49	4/15/2014	Deposit of check #1701, in the amount of \$45,000 drawn on Lone Star Bank Acct. No. *****9303, into Lone Star Bank Acct. No. ***8372, in the name of <b>ARTURO C. CUELLAR, JR.</b> , causing the funds to be routed over a computer network, a facility in interstate commerce.
50	4/24/2014	Deposit of check #26898, in the amount of \$5,000, drawn on First Victoria National Bank Acct. No. *****7700, into Inter National Bank Acct. No. **623 in the name of <b>JOHN F. CUELLAR</b> , causing the funds to be routed over a computer network, a facility in interstate commerce.
51	5/1/2014	Deposit of check #1720, in the amount of \$15,000 drawn on Lone Star Bank Acct. No. *****9303, into Elsa State Bank Acct. No. ***1213, in the name of <b>ARTURO C. CUELLAR, JR.</b> , causing the funds to be routed over a computer network, a facility in interstate commerce.
52	5/7/2014	Deposit of check #26950, in the amount of \$5,000, drawn on First Victoria National Bank Acct. No. *****7700, into Inter National Bank Acct. No. **623 in the name of <b>JOHN F. CUELLAR</b> , causing the funds to be routed over a computer network, a facility in interstate commerce.
53	5/20/2014	Deposit of check #27083, in the amount of \$5,000, drawn on First Victoria National Bank Acct. No. *****7700, into Inter National Bank Acct. No. **623 in the name of <b>JOHN F. CUELLAR</b> , causing the funds to be routed over a computer network, a facility in interstate commerce.
54	6/4/2014	Deposit of check #27165, in the amount of \$5,000, drawn on First Victoria National Bank Acct. No. *****7700, into Inter National Bank Acct. No. **623 in the name of <b>JOHN F. CUELLAR</b> , causing the funds to be routed over a computer network, a facility in interstate commerce.
55	6/10/2014	Deposit of Check #1543, in the amount of \$15,000 drawn on Lone Star Bank Acct. No. ****9303, made out to <b>ARTURO C.</b>

		<b>CUELLAR, JR.</b> , causing the funds to be routed over a computer network, a facility in interstate commerce.
56	6/18/2014	Deposit of check #27243, in the amount of \$5,000, drawn on First Victoria National Bank Acct. No. *****7700, into Inter National Bank Acct. No. **623 in the name of <b>JOHN F. CUELLAR</b> , causing the funds to be routed over a computer network, a facility in interstate commerce.
57	7/1/2014	Deposit of check #1554, in the amount of \$15,000 drawn on Lone Star Bank Acct. No. ****9303, into Elsa State Bank Acct. No. ***1213, in the name of <b>ARTURO C. CUELLAR, JR.</b> , causing the funds to be routed over a computer network, a facility in interstate commerce.
58	7/9/2014	Deposit of check #27353, in the amount of \$5,000, drawn on First Victoria National Bank Acct. No. *****7700, into Inter National Bank Acct. No. **623 in the name of <b>JOHN F. CUELLAR</b> , causing the funds to be routed over a computer network, a facility in interstate commerce.
59	7/23/2014	Deposit of check #27427, in the amount of \$5,000, drawn on First Victoria National Bank Acct. No. *****7700, into Inter National Bank Acct. No. **623 in the name of <b>JOHN F. CUELLAR</b> , causing the funds to be routed over a computer network, a facility in interstate commerce.
60	7/29/2014	Deposit of check #1567, in the amount of \$15,000 drawn on Lone Star Bank Acct. No. ****9303, into Elsa State Bank Acct. No. ***1213, in the name of <b>ARTURO C. CUELLAR, JR.</b> , causing the funds to be routed over a computer network, a facility in interstate commerce.
61	7/29/2014	Deposit of check #1570, in the amount of \$5,000 drawn on Lone Star Bank Acct. No. ****9303, into Elsa State Bank Acct. No. ***1213, in the name of <b>ARTURO C. CUELLAR, JR.</b> , causing the funds to be routed over a computer network, a facility in interstate commerce.
62	8/7/2014	Deposit of check #27521, in the amount of \$5,000, drawn on First Victoria National Bank Acct. No. *****7700, into Inter National Bank Acct. No. **623 in the name of <b>JOHN F. CUELLAR</b> , causing the funds to be routed over a computer network, a facility in interstate commerce.
63	8/19/2014	Deposit of check #1643, in the amount of \$12,500 drawn on Lone Star Bank Acct. No. ****9303, into Elsa State Bank Acct. No.

		***1213, in the name of <b>ARTURO C. CUELLAR, JR.</b> , causing the funds to be routed over a computer network, a facility in interstate commerce.
64	8/20/2014	Deposit of check #27608, in the amount of \$5,000, drawn on First Victoria National Bank Acct. No. *****7700, into Inter National Bank Acct. No. **623 in the name of <b>JOHN F. CUELLAR</b> , causing the funds to be routed over a computer network, a facility in interstate commerce.
65	9/11/2014	Deposit of check #27728, in the amount of \$5,000, drawn on First Victoria National Bank Acct. No. *****7700, into Inter National Bank Acct. No. **623 in the name of <b>JOHN F. CUELLAR</b> , causing the funds to be routed over a computer network, a facility in interstate commerce.
66	9/23/2014	Deposit of check #27794, in the amount of \$5,000, drawn on First Victoria National Bank Acct. No. *****7700, into Inter National Bank Acct. No. **623 in the name of <b>JOHN F. CUELLAR</b> , causing the funds to be routed over a computer network, a facility in interstate commerce.
67	9/29/2014	Deposit of check #1684, in the amount of \$25,000 drawn on Lone Star Bank Acct. No. ****9303, into Elsa State Bank Acct. No. ***1213, in the name of <b>ARTURO C. CUELLAR, JR.</b> , causing the funds to be routed over a computer network, a facility in interstate commerce.
68	10/6/2014	Deposit of check #1685, in the amount of \$30,000 drawn on Lone Star Bank Acct. No. ****9303, into Elsa State Bank Acct. No. ***1213, ] in the name of <b>ARTURO C. CUELLAR, JR.</b> , causing the funds to be routed over a computer network, a facility in interstate commerce.
69	10/8/2014	Deposit of check #27870, in the amount of \$5,000, drawn on First Victoria National Bank Acct. No. *****7700, into Inter National Bank Acct. No. **623 in the name of <b>JOHN F. CUELLAR</b> , causing the funds to be routed over a computer network, a facility in interstate commerce.
70	10/20/2014	Deposit of check #1737, in the amount of \$25,000 drawn on Lone Star Bank Acct. No. ****9303, into Elsa State Bank Acct. No. ***1213, in the name of <b>ARTURO C. CUELLAR, JR.</b> , causing the funds to be routed over a computer network, a facility in interstate commerce.

71	10/22/2014	Deposit of check #27957, in the amount of \$5,000, drawn on First Victoria National Bank Acct. No. *****7700, into Inter National Bank Acct. No. **623 in the name of <b>JOHN F. CUELLAR</b> , causing the funds to be routed over a computer network, a facility in interstate commerce.
72	10/31/2014	Deposit of check #1782, in the amount of \$50,000 drawn on Lone Star Bank Acct. No. ****9303, made out to <b>ARTURO C. CUELLAR, JR.</b> , causing the funds to be routed over a computer network, a facility in interstate commerce.
73	11/6/2014	Deposit of check #28009, in the amount of \$5,000, drawn on First Victoria National Bank Acct. No. *****7700, into Inter National Bank Acct. No. **623 in the name of <b>JOHN F. CUELLAR</b> , causing the funds to be routed over a computer network, a facility in interstate commerce.
74	11/24/2014	Deposit of check #1787, in the amount of \$4,000 drawn on Lone Star Bank Acct. No. ****9303, made out to <b>ARTURO C. CUELLAR, JR.</b> , causing the funds to be routed over a computer network, a facility in interstate commerce.

All in violation of Title 18, United States Code, Section 1952(a)(3) and 2.

**NOTICE OF CRIMINAL FORFEITURE**  
**18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c)**

1. Pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c), the United States gives notice to the defendants,

**RICARDO QUINTANILLA,**  
**also known as "Richard,"**  
**JOHN F. CUELLAR,**  
**ARTURO C. CUELLAR, JR.,**  
**also known as "A.C.,"**  
**and**  
**DANIEL J. GARCIA**

that upon conviction of an offense in violation of Title 18, United States Code, Sections 1343, 1349, 666, 1956, and 1952, as charged in Counts 1 through 74 of this Superseding Indictment, all



property, real or personal, which constitutes or is derived from proceeds traceable to such offense, is subject to forfeiture.

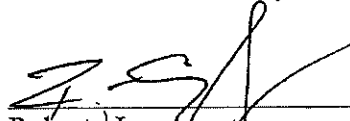
Property Subject to Forfeiture

The property subject to forfeiture is approximately \$4,100,000. In the event that a condition listed in Title 21, United States Code, Section 853 exists, the United States will seek to forfeit any other property of the defendant in substitution up to the total value of the property subject to forfeiture. The United States may seek the imposition of a money judgment.

A TRUE BILL:

  
FOREPERSON OF THE GRAND JURY

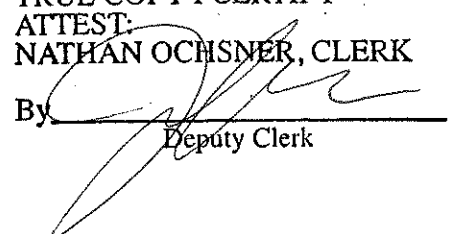
RYAN K. PATRICK  
United States Attorney

  
Roberto Lopez  
Assistant United States Attorney  
Southern District of Texas  
Email: Roberto.Lopez2@usdoj.gov

ANNALOU TIROL  
Acting Chief  
Public Integrity Section

s/ Peter M. Nothstein  
Peter M. Nothstein  
Jessica C. Harvey  
Trial Attorneys  
Public Integrity Section, Criminal Division  
Email: Peter.Nothstein@usdoj.gov  
Email: Jessica.Harvey@usdoj.gov

TRUE COPY I CERTIFY  
ATTEST:  
NATHAN OCHSNER, CLERK

By   
Deputy Clerk

United States District Court  
Southern District Of Texas  
FILED

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
McALLEN DIVISION

AUG 02 2019

David J. Bradley, Clerk

UNITED STATES OF AMERICA

v.

JOHN F. CUELLAR

§  
§  
§  
§  
§

Criminal No. 7:19-CR-00522-2

NOTICE OF PLEA AGREEMENT

COMES NOW the United States of America, hereinafter referred to as "the Government," by and through its United States Attorney for the Southern District of Texas and its Assistant United States Attorney assigned to this matter, and the Public Integrity Section of the Criminal Division of the Department of Justice and the Trial Attorneys assigned to this matter and would respectfully show the Court that the Government and the Defendant, John F. Cuellar, have entered into the following plea agreement:

1. The Defendant agrees:
  - a. to plead guilty to Count One of the Indictment;
  - b. Pursuant to 18 U.S.C. § 3663(a)(3), Defendant agrees and stipulates that at least \$405,000 comprises the proceeds that the Defendant obtained directly or indirectly as a result of his participation in the charged violation, and that the factual basis for his guilty plea supports the forfeiture of \$405,000. Defendant agrees to forfeit any of the Defendant's property in substitution, up to a total forfeiture of \$405,000, and further the Defendant agrees to the imposition of a personal money judgement up to that amount; and
  - c. The Defendant agrees to make a complete financial disclosure by truthfully executing a sworn financial statement (Form OBD-500 or similar form) within 14 days and by authorizing the release of all financial information requested by the United States. Defendant agrees to authorize the release of all financial information requested by the United States and to take all steps necessary to pass clear title to forfeitable assets to the United States and to fully assist in the collection of restitution and fines, including, but not limited to surrendering title, executing warranty deeds, signing consent decrees, and signing any other documents to effectuate the transfer of any asset.

EXHIBIT  
3

2. The Government will recommend:
  - a. that the offense level decrease by two levels pursuant to U.S.S.G. § 3E1.1(a) if the defendant clearly demonstrates acceptance of responsibility; and
  - b. that the remaining counts of the Indictment be dismissed at the time of sentencing

If the Defendant is not a citizen of the United States of America, a plea of guilty may result in removal from the United States, denial of citizenship and denial of admission to the United States in the future. If the Defendant is a naturalized United States citizen, a plea of guilty may result in denaturalization.

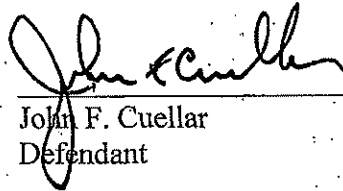
This document states the complete and only Plea Agreement between the United States of America and the Defendant, and is binding only on the parties to this Agreement, and it supersedes all prior understandings, if any, whether written or oral, and cannot be modified other than in writing and signed by all parties or on the record in Court. No other promises or inducements have been or will be made to the Defendant in connection with this case, nor have any promises or threats been made in connection with this plea.

RM  
JC  
ZL

**ACKNOWLEDGMENTS:**

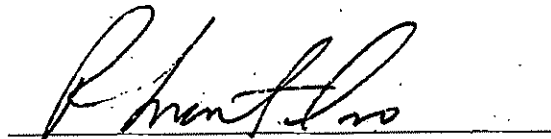
I have read this agreement and carefully reviewed every part of it with my attorney. If I have difficulty understanding the English language, I have had a person fluent in the Spanish language interpret this agreement to me.

Date: 8/2/2019

  
John F. Cuellar  
Defendant

I am the Defendant's counsel. I have carefully reviewed every part of this agreement with the Defendant. I certify that this agreement has been translated to my client by a person fluent in the Spanish language if my client is unable to read or has difficulty understanding the English language.

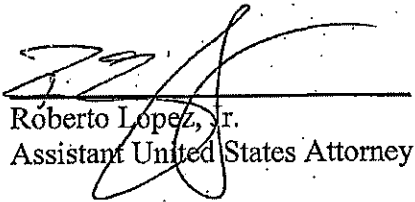
Date: 8/2/2019

  
Ricardo Montalvo  
Counsel for Defendant

For the United States of America:

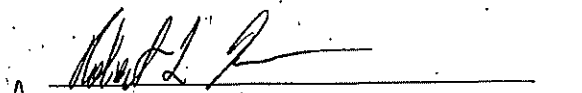
RYAN K. PATRICK  
United States Attorney

ANNALOU TIROL  
Acting Chief, Public Integrity Section

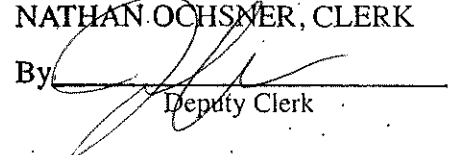
  
Roberto Lopez, Jr.  
Assistant United States Attorney

/s/ Peter M. Nothstein  
Peter M. Nothstein  
Jessica C. Harvey  
Trial Attorneys

APPROVED BY:

  
James H. Sturgis  
Assistant United States Attorney in Charge

TRUE COPY I CERTIFY  
ATTEST:  
NATHAN OCHSNER, CLERK

By   
Deputy Clerk

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
Holding Session in McAllen

**ENTERED**  
February 09, 2023  
Nathan Ochsner, Clerk

UNITED STATES OF AMERICA

**JUDGMENT IN A CRIMINAL CASE**

v.

**JOHN F. CUELLAR**

CASE NUMBER: 7:19CR00522-S1-002

USM NUMBER: 89036-479

Ricardo Montalvo  
Defendant's Attorney

**THE DEFENDANT:**

- pleaded guilty to count(s) 1 on August 2, 2019.
- pleaded nolo contendere to count(s) \_\_\_\_\_  
which was accepted by the court.
- was found guilty on count(s) \_\_\_\_\_  
after a plea of not guilty.

The defendant is adjudicated guilty of these offenses:

<u>Title &amp; Section</u>	<u>Nature of Offense</u>	<u>Offense Ended</u>	<u>Count</u>
18 U.S.C. § 1343, 1346 and 1349	Conspiracy to commit honest services wire fraud.	12/2016	1

- See Additional Counts of Conviction.

The defendant is sentenced as provided in pages 2 through 4 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

- The defendant has been found not guilty on count(s) \_\_\_\_\_
- Count(s) 2 - 7, 10, 11, 20 - 46, and 48 - 74 of the Superseding Indictment are dismissed on the motion of the United States.

It is ordered that the defendant must notify the United States attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid. If ordered to pay restitution, the defendant must notify the court and United States attorney of material changes in economic circumstances.

January 18, 2023  
Date of Imposition of Judgment

M. Alvarez  
Signature of Judge

**MICAELA ALVAREZ**  
**UNITED STATES DISTRICT JUDGE**  
Name and Title of Judge

February 9, 2023  
Date

TRUE COPY I CERTIFY  
ATTEST:  
NATHAN OCHSNER, CLERK

By [Signature]  
Deputy Clerk



DEFENDANT: **JOHN F. CUELLAR**  
CASE NUMBER: **7:19CR00522-S1-002**

### IMPRISONMENT

The defendant is hereby committed to the custody of the Federal Bureau of Prisons to be imprisoned for a total term of: 36 months.

- See Additional Imprisonment Terms.
- The court makes the following recommendations to the Bureau of Prisons:
- The defendant is remanded to the custody of the United States Marshal.
- The defendant shall surrender to the United States Marshal for this district:
  - at \_\_\_\_\_ on \_\_\_\_\_
  - as notified by the United States Marshal.
- The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons:
  - before 2 p.m. on \_\_\_\_\_
  - as notified by the United States Marshal.
  - as notified by the Probation or Pretrial Services Office.

### RETURN

I have executed this judgment as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Defendant delivered on \_\_\_\_\_ to \_\_\_\_\_  
at \_\_\_\_\_, with a certified copy of this judgment.

\_\_\_\_\_  
UNITED STATES MARSHAL

By \_\_\_\_\_  
DEPUTY UNITED STATES MARSHAL

DEFENDANT: **JOHN F. CUELLAR**  
 CASE NUMBER: **7:19CR00522-S1-002**

**CRIMINAL MONETARY PENALTIES**

The defendant must pay the total criminal monetary penalties under the schedule of payments on Sheet 6.

	<u>Assessment</u>	<u>Restitution</u>	<u>Fine</u>	<u>AVAA Assessment<sup>1</sup></u>	<u>JVTA Assessment<sup>2</sup></u>
<b>TOTALS</b>	\$100.00	\$4,100,000.00	\$	\$	\$

- See Additional Terms for Criminal Monetary Penalties.
- The determination of restitution is deferred until \_\_\_\_\_. An Amended Judgment in a Criminal Case (AO 245C) will be entered after such determination.
- The defendant must make restitution (including community restitution) to the following payees in the amount listed below.

If the defendant makes a partial payment, each payee shall receive an approximately proportioned payment, unless specified otherwise in the priority order or percentage payment column below. However, pursuant to 18 U.S.C. § 3664(i), all nonfederal victims must be paid before the United States is paid.

<u>Name of Payee</u>	<u>Total Loss<sup>3</sup></u>	<u>Restitution Ordered</u>	<u>Priority or Percentage</u>
City of Weslaco	\$4,100,000.00	\$4,100,000.00	
<b>TOTALS</b>	<u>\$4,100,000.00</u>	<u>\$4,100,000.00</u>	

- See Additional Restitution Payees.
- Restitution amount ordered pursuant to plea agreement \$ \_\_\_\_\_
- The defendant must pay interest on restitution and a fine of more than \$2,500, unless the restitution or fine is paid in full before the fifteenth day after the date of the judgment, pursuant to 18 U.S.C. § 3612(f). All of the payment options on Sheet 6 may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. § 3612(g).
- The court determined that the defendant does not have the ability to pay interest and it is ordered that:
  - the interest requirement is waived for the  fine  restitution.
  - the interest requirement for the  fine  restitution is modified as follows:
- Based on the Government's motion, the Court finds that reasonable efforts to collect the special assessment are not likely to be effective. Therefore, the assessment is hereby remitted.

<sup>1</sup> Amy, Vicky, and Andy Child Pornography Victim Assistance Act of 2018, Pub. L. No. 115-299.  
<sup>2</sup> Justice for Victims of Trafficking Act of 2015, Pub. L. No. 114-22.  
<sup>3</sup> Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994, but before April 23, 1996.

DEFENDANT: **JOHN F. CUELLAR**  
 CASE NUMBER: **7:19CR00522-S1-002**

**SCHEDULE OF PAYMENTS**

Having assessed the defendant’s ability to pay, payment of the total criminal monetary penalties is due as follows:

- A  Lump sum payment of \$100.00 due immediately, balance due
  - not later than \_\_\_\_\_, or
  - in accordance with  C,  D,  E, or  F below; or
- B  Payment to begin immediately (may be combined with  C,  D, or  F below); or
- C  Payment in equal \_\_\_\_\_ installments of \$ \_\_\_\_\_ over a period of \_\_\_\_\_, to commence \_\_\_\_\_ after the date of this judgment; or
- D  Payment in equal \_\_\_\_\_ installments of \$ \_\_\_\_\_ over a period of \_\_\_\_\_, to commence \_\_\_\_\_ after release from imprisonment to a term of supervision; or
- E  Payment during the term of supervised release will commence within \_\_\_\_\_ after release from imprisonment. The court will set the payment plan based on an assessment of the defendant’s ability to pay at that time; or
- F  Special instructions regarding the payment of criminal monetary penalties:

Payable to: Clerk, U.S. District Court  
 Attn: Finance  
 P.O. Box 5059  
 McAllen, TX 78502

\*In reference to the amount below, the Court ordered restitution shall be joint and several with any co-defendant who has been or will be ordered to pay restitution under Criminal Docket Number 7:19CR00522.

Unless the court has expressly ordered otherwise, if this judgment imposes imprisonment, payment of criminal monetary penalties is due during the period of imprisonment. All criminal monetary penalties, except those payments made through the Federal Bureau of Prisons’ Inmate Financial Responsibility Program, are made to the clerk of the court.

The defendant shall receive credit for all payments previously made toward any criminal monetary penalties imposed.

Joint and Several

**Case Number**

<b>Defendant and Co-Defendant Names (including defendant number)</b>	<b><u>Total Amount</u></b>	<b><u>Joint and Several Amount</u></b>	<b><u>Corresponding Payee, if appropriate</u></b>
7:19CR00522-S1-001 Ricardo Quintanilla	\$4,100,000.00	\$4,100,000.00	
7:19CR00522-S1-003 Arturo C. Cuellar, Jr.	\$4,100,000.00	\$4,100,000.00	

- See Additional Defendants and Co-Defendants Held Joint and Several.
- The defendant shall pay the cost of prosecution.
- The defendant shall pay the following court cost(s):

The defendant shall forfeit the defendant’s interest in the following property to the United States:  
 Pursuant to 21 U.S.C. §§ 853 and 982, the defendant shall forfeit to the United States the right, title and interest in the real property and the money listed in the Final Order of Forfeiture.

Payments shall be applied in the following order: (1) assessment, (2) restitution principal, (3) restitution interest, (4) AVAA assessment, (5) fine principal, (6) fine interest, (7) community restitution, (8) JVTA assessment, (9) penalties, and (10) costs, including cost of prosecution and court costs.



AFFIDAVIT

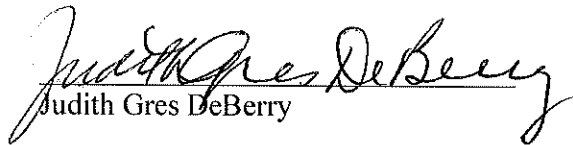
THE STATE OF TEXAS    §  
  §  
COUNTY OF TRAVIS    §

BEFORE ME, the undersigned authority, on this day personally appeared Judith Gres DeBerry, Petitioner's attorney of record, who, being by me duly sworn, deposed as follows:

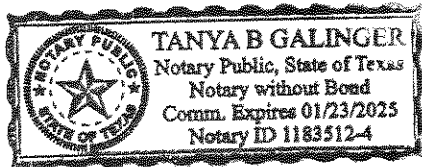
"My name is Judith Gres DeBerry. I am over the age of 18 years, of sound mind, capable of making this affidavit, and state the following:

Based upon information and belief, John F. Cuellar, whose Texas Bar Card Number is 05202620, is licensed as an attorney and counselor at law in the State of Texas. Based upon information and belief John F. Cuellar, named as Respondent in the Petition for Compulsory Discipline filed with the Board of Disciplinary Appeals, is one and the same person as the John F. Cuellar, who is the subject of the Judgment in a Criminal Case entered in Cause No. 7:19-cr-00522-S1-002, styled *United States of America v. John F. Cuellar*, in the United States District Court, Southern District of Texas, McAllen Division, wherein Respondent pleaded guilty to Count 1 of the Superseding Indictment, 18 U.S.C. § 1343, 1346, and 1349, Conspiracy to commit honest services wire fraud. The defendant was committed to the custody of the Federal Bureau of Prisons to be imprisoned for a total term of thirty-six (36) months. Respondent was further ordered to pay criminal monetary penalties of restitution to the City of Weslaco in the amount of \$4,100,000.00 and an assessment in the amount of \$100.00."

FURTHER Affiant saith not.

  
Judith Gres DeBerry

SWORN AND SUBSCRIBED before me on the 24<sup>th</sup> day of May 2023.



  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

**EXHIBIT**  
**5**

# INTERNAL PROCEDURAL RULES

## BOARD OF DISCIPLINARY APPEALS

*Current through June 21, 2018*

### Contents

<b>I. GENERAL PROVISIONS</b> .....	<b>1</b>
Rule 1.01. Definitions.....	1
Rule 1.02. General Powers .....	1
Rule 1.03. Additional Rules in Disciplinary Matters .....	1
Rule 1.04. Appointment of Panels .....	1
Rule 1.05. Filing of Pleadings, Motions, and Other Papers.....	1
Rule 1.06. Service of Petition .....	2
Rule 1.07. Hearing Setting and Notice .....	2
Rule 1.08. Time to Answer .....	2
Rule 1.09. Pretrial Procedure .....	2
Rule 1.10. Decisions .....	3
Rule 1.11. Board of Disciplinary Appeals Opinions.....	3
Rule 1.12. BODA Work Product and Drafts .....	3
Rule 1.13. Record Retention.....	3
Rule 1.14. Costs of Reproduction of Records.....	3
Rule 1.15. Publication of These Rules.....	3
<b>II. ETHICAL CONSIDERATIONS</b> .....	<b>3</b>
Rule 2.01. Representing or Counseling Parties in Disciplinary Matters and Legal Malpractice Cases.....	3
Rule 2.02. Confidentiality.....	4
Rule 2.03. Disqualification and Recusal of BODA Members .....	4
<b>III. CLASSIFICATION APPEALS</b> .....	<b>4</b>
Rule 3.01. Notice of Right to Appeal .....	4
Rule 3.02. Record on Appeal.....	4
<b>IV. APPEALS FROM EVIDENTIARY PANEL HEARINGS</b> .....	<b>4</b>
Rule 4.01. Perfecting Appeal.....	4
Rule 4.02. Record on Appeal.....	5
Rule 4.03. Time to File Record.....	6
Rule 4.04. Copies of the Record .....	6
Rule 4.05. Requisites of Briefs .....	6
Rule 4.06. Oral Argument.....	7
Rule 4.07. Decision and Judgment .....	7
Rule 4.08. Appointment of Statewide Grievance Committee.....	8
Rule 4.09. Involuntary Dismissal.....	8
<b>V. PETITIONS TO REVOKE PROBATION</b> .....	<b>8</b>
Rule 5.01. Initiation and Service.....	8
Rule 5.02. Hearing.....	8

<b>VI. COMPULSORY DISCIPLINE</b> .....	<b>8</b>
Rule 6.01. Initiation of Proceeding .....	8
Rule 6.02. Interlocutory Suspension .....	8
<b>VII. RECIPROCAL DISCIPLINE</b> .....	<b>9</b>
Rule 7.01. Initiation of Proceeding .....	9
Rule 7.02. Order to Show Cause.....	9
Rule 7.03. Attorney’s Response.....	9
<b>VIII. DISTRICT DISABILITY COMMITTEE HEARINGS</b> .....	<b>9</b>
Rule 8.01. Appointment of District Disability Committee .....	9
Rule 8.02. Petition and Answer .....	9
Rule 8.03. Discovery .....	9
Rule 8.04. Ability to Compel Attendance.....	10
Rule 8.05. Respondent’s Right to Counsel .....	10
Rule 8.06. Hearing.....	10
Rule 8.07. Notice of Decision.....	10
Rule 8.08. Confidentiality.....	10
<b>IX. DISABILITY REINSTATEMENTS</b> .....	<b>10</b>
Rule 9.01. Petition for Reinstatement .....	10
Rule 9.02. Discovery .....	10
Rule 9.03. Physical or Mental Examinations .....	10
Rule 9.04. Judgment .....	10
<b>X. APPEALS FROM BODA TO THE SUPREME COURT OF TEXAS</b> .....	<b>11</b>
Rule 10.01. Appeals to the Supreme Court.....	11

# INTERNAL PROCEDURAL RULES

## Board of Disciplinary Appeals

*Current through June 21, 2018*

### I. GENERAL PROVISIONS

#### Rule 1.01. Definitions

- (a) “BODA” is the Board of Disciplinary Appeals.
- (b) “Chair” is the member elected by BODA to serve as chair or, in the Chair’s absence, the member elected by BODA to serve as vice-chair.
- (c) “Classification” is the determination by the CDC under TRDP 2.10 or by BODA under TRDP 7.08(C) whether a grievance constitutes a “complaint” or an “inquiry.”
- (d) “BODA Clerk” is the executive director of BODA or other person appointed by BODA to assume all duties normally performed by the clerk of a court.
- (e) “CDC” is the Chief Disciplinary Counsel for the State Bar of Texas and his or her assistants.
- (f) “Commission” is the Commission for Lawyer Discipline, a permanent committee of the State Bar of Texas.
- (g) “Executive Director” is the executive director of BODA.
- (h) “Panel” is any three-member grouping of BODA under TRDP 7.05.
- (i) “Party” is a Complainant, a Respondent, or the Commission.
- (j) “TDRPC” is the Texas Disciplinary Rules of Professional Conduct.
- (k) “TRAP” is the Texas Rules of Appellate Procedure.
- (l) “TRCP” is the Texas Rules of Civil Procedure.
- (m) “TRDP” is the Texas Rules of Disciplinary Procedure.
- (n) “TRE” is the Texas Rules of Evidence.

#### Rule 1.02. General Powers

Under TRDP 7.08, BODA has and may exercise all the powers of either a trial court or an appellate court, as the case may be, in hearing and determining disciplinary proceedings. But TRDP 15.01 [17.01] applies to the enforcement of a judgment of BODA.

#### Rule 1.03. Additional Rules in Disciplinary Matters

Except as varied by these rules and to the extent applicable, the TRCP, TRAP, and TRE apply to all disciplinary matters before BODA, except for appeals from classification decisions, which are governed by TRDP 2.10 and by Section 3 of these rules.

#### Rule 1.04. Appointment of Panels

- (a) BODA may consider any matter or motion by panel,

except as specified in (b). The Chair may delegate to the Executive Director the duty to appoint a panel for any BODA action. Decisions are made by a majority vote of the panel; however, any panel member may refer a matter for consideration by BODA sitting en banc. Nothing in these rules gives a party the right to be heard by BODA sitting en banc.

- (b) Any disciplinary matter naming a BODA member as Respondent must be considered by BODA sitting en banc. A disciplinary matter naming a BODA staff member as Respondent need not be heard en banc.

#### Rule 1.05. Filing of Pleadings, Motions, and Other Papers

- (a) **Electronic Filing.** All documents must be filed electronically. Unrepresented persons or those without the means to file electronically may electronically file documents, but it is not required.

- (1) Email Address. The email address of an attorney or an unrepresented party who electronically files a document must be included on the document.

- (2) Timely Filing. Documents are filed electronically by emailing the document to the BODA Clerk at the email address designated by BODA for that purpose. A document filed by email will be considered filed the day that the email is sent. The date sent is the date shown for the message in the inbox of the email account designated for receiving filings. If a document is sent after 5:00 p.m. or on a weekend or holiday officially observed by the State of Texas, it is considered filed the next business day.

- (3) It is the responsibility of the party filing a document by email to obtain the correct email address for BODA and to confirm that the document was received by BODA in legible form. Any document that is illegible or that cannot be opened as part of an email attachment will not be considered filed. If a document is untimely due to a technical failure or a system outage, the filing party may seek appropriate relief from BODA.

- (4) Exceptions.

- (i) An appeal to BODA of a decision by the CDC to classify a grievance as an inquiry is not required to be filed electronically.

- (ii) The following documents must not be filed electronically:

- a) documents that are filed under seal or subject to a pending motion to seal; and

- b) documents to which access is otherwise restricted by court order.

- (iii) For good cause, BODA may permit a party to file other documents in paper form in a particular case.

- (5) Format. An electronically filed document must:

- (i) be in text-searchable portable document format (PDF);
- (ii) be directly converted to PDF rather than scanned, if possible; and
- (iii) not be locked.

(b) A paper will not be deemed filed if it is sent to an individual BODA member or to another address other than the address designated by BODA under Rule 1.05(a)(2).

(c) **Signing.** Each brief, motion, or other paper filed must be signed by at least one attorney for the party or by the party pro se and must give the State Bar of Texas card number, mailing address, telephone number, email address, and fax number, if any, of each attorney whose name is signed or of the party (if applicable). A document is considered signed if the document includes:

- (1) an “/s/” and name typed in the space where the signature would otherwise appear, unless the document is notarized or sworn; or
- (2) an electronic image or scanned image of the signature.

(d) **Paper Copies.** Unless required by BODA, a party need not file a paper copy of an electronically filed document.

(e) **Service.** Copies of all documents filed by any party other than the record filed by the evidentiary panel clerk or the court reporter must, at or before the time of filing, be served on all other parties as required and authorized by the TRAP.

#### **Rule 1.06. Service of Petition**

In any disciplinary proceeding before BODA initiated by service of a petition on the Respondent, the petition must be served by personal service; by certified mail with return receipt requested; or, if permitted by BODA, in any other manner that is authorized by the TRCP and reasonably calculated under all the circumstances to apprise the Respondent of the proceeding and to give him or her reasonable time to appear and answer. To establish service by certified mail, the return receipt must contain the Respondent’s signature.

#### **Rule 1.07. Hearing Setting and Notice**

(a) **Original Petitions.** In any kind of case initiated by the CDC’s filing a petition or motion with BODA, the CDC may contact the BODA Clerk for the next regularly available hearing date before filing the original petition. If a hearing is set before the petition is filed, the petition must state the date, time, and place of the hearing. Except in the case of a petition to revoke probation under TRDP 2.23 [2.22], the hearing date must be at least 30 days from the date that the petition is served on the Respondent.

(b) **Expedited Settings.** If a party desires a hearing on a matter on a date earlier than the next regularly available BODA hearing date, the party may request an expedited setting in a written motion setting out the reasons for the

request. Unless the parties agree otherwise, and except in the case of a petition to revoke probation under TRDP 2.23 [2.22], the expedited hearing setting must be at least 30 days from the date of service of the petition, motion, or other pleading. BODA has the sole discretion to grant or deny a request for an expedited hearing date.

(c) **Setting Notices.** BODA must notify the parties of any hearing date that is not noticed in an original petition or motion.

(d) **Announcement Docket.** Attorneys and parties appearing before BODA must confirm their presence and present any questions regarding procedure to the BODA Clerk in the courtroom immediately prior to the time docket call is scheduled to begin. Each party with a matter on the docket must appear at the docket call to give an announcement of readiness, to give a time estimate for the hearing, and to present any preliminary motions or matters. Immediately following the docket call, the Chair will set and announce the order of cases to be heard.

#### **Rule 1.08. Time to Answer**

The Respondent may file an answer at any time, except where expressly provided otherwise by these rules or the TRDP, or when an answer date has been set by prior order of BODA. BODA may, but is not required to, consider an answer filed the day of the hearing.

#### **Rule 1.09. Pretrial Procedure**

##### **(a) Motions.**

(1) Generally. To request an order or other relief, a party must file a motion supported by sufficient cause with proof of service on all other parties. The motion must state with particularity the grounds on which it is based and set forth the relief sought. All supporting briefs, affidavits, or other documents must be served and filed with the motion. A party may file a response to a motion at any time before BODA rules on the motion or by any deadline set by BODA. Unless otherwise required by these rules or the TRDP, the form of a motion must comply with the TRCP or the TRAP.

(2) For Extension of Time. All motions for extension of time in any matter before BODA must be in writing, comply with (a)(1), and specify the following:

- (i) if applicable, the date of notice of decision of the evidentiary panel, together with the number and style of the case;
- (ii) if an appeal has been perfected, the date when the appeal was perfected;
- (iii) the original deadline for filing the item in question;
- (iv) the length of time requested for the extension;
- (v) the number of extensions of time that have been granted previously regarding the item in question; and

(vi) the facts relied on to reasonably explain the need for an extension.

(b) **Pretrial Scheduling Conference.** Any party may request a pretrial scheduling conference, or BODA on its own motion may require a pretrial scheduling conference.

(c) **Trial Briefs.** In any disciplinary proceeding before BODA, except with leave, all trial briefs and memoranda must be filed with the BODA Clerk no later than ten days before the day of the hearing.

(d) **Hearing Exhibits, Witness Lists, and Exhibits Tendered for Argument.** A party may file a witness list, exhibit, or any other document to be used at a hearing or oral argument before the hearing or argument. A party must bring to the hearing an original and 12 copies of any document that was not filed at least one business day before the hearing. The original and copies must be:

- (1) marked;
- (2) indexed with the title or description of the item offered as an exhibit; and
- (3) if voluminous, bound to lie flat when open and tabbed in accordance with the index.

All documents must be marked and provided to the opposing party before the hearing or argument begins.

#### **Rule 1.10. Decisions**

(a) **Notice of Decisions.** The BODA Clerk must give notice of all decisions and opinions to the parties or their attorneys of record.

(b) **Publication of Decisions.** BODA must report judgments or orders of public discipline:

- (1) as required by the TRDP; and
- (2) on its website for a period of at least ten years following the date of the disciplinary judgment or order.

(c) **Abstracts of Classification Appeals.** BODA may, in its discretion, prepare an abstract of a classification appeal for a public reporting service.

#### **Rule 1.11. Board of Disciplinary Appeals Opinions**

(a) BODA may render judgment in any disciplinary matter with or without written opinion. In accordance with TRDP 6.06, all written opinions of BODA are open to the public and must be made available to the public reporting services, print or electronic, for publishing. A majority of the members who participate in considering the disciplinary matter must determine if an opinion will be written. The names of the participating members must be noted on all written opinions of BODA.

(b) Only a BODA member who participated in the decision of a disciplinary matter may file or join in a written opinion concurring in or dissenting from the judgment of BODA. For purposes of this rule, in hearings in which evidence is taken, no member may participate in

the decision unless that member was present at the hearing. In all other proceedings, no member may participate unless that member has reviewed the record. Any member of BODA may file a written opinion in connection with the denial of a hearing or rehearing en banc.

(c) A BODA determination in an appeal from a grievance classification decision under TRDP 2.10 is not a judgment for purposes of this rule and may be issued without a written opinion.

#### **Rule 1.12. BODA Work Product and Drafts**

A document or record of any nature—regardless of its form, characteristics, or means of transmission—that is created or produced in connection with or related to BODA’s adjudicative decision-making process is not subject to disclosure or discovery. This includes documents prepared by any BODA member, BODA staff, or any other person acting on behalf of or at the direction of BODA.

#### **Rule 1.13. Record Retention**

Records of appeals from classification decisions must be retained by the BODA Clerk for a period of at least three years from the date of disposition. Records of other disciplinary matters must be retained for a period of at least five years from the date of final judgment, or for at least one year after the date a suspension or disbarment ends, whichever is later. For purposes of this rule, a record is any document, paper, letter, map, book, tape, photograph, film, recording, or other material filed with BODA, regardless of its form, characteristics, or means of transmission.

#### **Rule 1.14. Costs of Reproduction of Records**

The BODA Clerk may charge a reasonable amount for the reproduction of nonconfidential records filed with BODA. The fee must be paid in advance to the BODA Clerk.

#### **Rule 1.15. Publication of These Rules**

These rules will be published as part of the TDRPC and TRDP.

## **II. ETHICAL CONSIDERATIONS**

#### **Rule 2.01. Representing or Counseling Parties in Disciplinary Matters and Legal Malpractice Cases**

(a) A current member of BODA must not represent a party or testify voluntarily in a disciplinary action or proceeding. Any BODA member who is subpoenaed or otherwise compelled to appear at a disciplinary action or proceeding, including at a deposition, must promptly notify the BODA Chair.

(b) A current BODA member must not serve as an expert witness on the TDRPC.

(c) A BODA member may represent a party in a legal malpractice case, provided that he or she is later recused in accordance with these rules from any proceeding before BODA arising out of the same facts.

## **Rule 2.02. Confidentiality**

(a) BODA deliberations are confidential, must not be disclosed by BODA members or staff, and are not subject to disclosure or discovery.

(b) Classification appeals, appeals from evidentiary judgments of private reprimand, appeals from an evidentiary judgment dismissing a case, interlocutory appeals or any interim proceedings from an ongoing evidentiary case, and disability cases are confidential under the TRDP. BODA must maintain all records associated with these cases as confidential, subject to disclosure only as provided in the TRDP and these rules.

(c) If a member of BODA is subpoenaed or otherwise compelled by law to testify in any proceeding, the member must not disclose a matter that was discussed in conference in connection with a disciplinary case unless the member is required to do so by a court of competent jurisdiction

## **Rule 2.03. Disqualification and Recusal of BODA Members**

(a) BODA members are subject to disqualification and recusal as provided in TRCP 18b.

(b) BODA members may, in addition to recusals under (a), voluntarily recuse themselves from any discussion and voting for any reason. The reasons that a BODA member is recused from a case are not subject to discovery.

(c) These rules do not disqualify a lawyer who is a member of, or associated with, the law firm of a BODA member from serving on a grievance committee or representing a party in a disciplinary proceeding or legal malpractice case. But a BODA member must recuse him or herself from any matter in which a lawyer who is a member of, or associated with, the BODA member's firm is a party or represents a party.

## **III. CLASSIFICATION APPEALS**

### **Rule 3.01. Notice of Right to Appeal**

(a) If a grievance filed by the Complainant under TRDP 2.10 is classified as an inquiry, the CDC must notify the Complainant of his or her right to appeal as set out in TRDP 2.10 or another applicable rule.

(b) To facilitate the potential filing of an appeal of a grievance classified as an inquiry, the CDC must send the Complainant an appeal notice form, approved by BODA, with the classification disposition. The form must include the docket number of the matter; the deadline for appealing; and information for mailing, faxing, or emailing the appeal notice form to BODA. The appeal notice form must be available in English and Spanish.

### **Rule 3.02. Record on Appeal**

BODA must only consider documents that were filed with the CDC prior to the classification decision. When a notice of appeal from a classification decision has been filed, the CDC must forward to BODA a copy of the grievance and

all supporting documentation. If the appeal challenges the classification of an amended grievance, the CDC must also send BODA a copy of the initial grievance, unless it has been destroyed.

## **IV. APPEALS FROM EVIDENTIARY PANEL HEARINGS**

### **Rule 4.01. Perfecting Appeal**

(a) **Appellate Timetable.** The date that the evidentiary judgment is signed starts the appellate timetable under this section. To make TRDP 2.21 [2.20] consistent with this requirement, the date that the judgment is signed is the "date of notice" under Rule 2.21 [2.20].

(b) **Notification of the Evidentiary Judgment.** The clerk of the evidentiary panel must notify the parties of the judgment as set out in TRDP 2.21 [2.20].

(1) The evidentiary panel clerk must notify the Commission and the Respondent in writing of the judgment. The notice must contain a clear statement that any appeal of the judgment must be filed with BODA within 30 days of the date that the judgment was signed. The notice must include a copy of the judgment rendered.

(2) The evidentiary panel clerk must notify the Complainant that a judgment has been rendered and provide a copy of the judgment, unless the evidentiary panel dismissed the case or imposed a private reprimand. In the case of a dismissal or private reprimand, the evidentiary panel clerk must notify the Complainant of the decision and that the contents of the judgment are confidential. Under TRDP 2.16, no additional information regarding the contents of a judgment of dismissal or private reprimand may be disclosed to the Complainant.

(c) **Filing Notice of Appeal.** An appeal is perfected when a written notice of appeal is filed with BODA. If a notice of appeal and any other accompanying documents are mistakenly filed with the evidentiary panel clerk, the notice is deemed to have been filed the same day with BODA, and the evidentiary panel clerk must immediately send the BODA Clerk a copy of the notice and any accompanying documents.

(d) **Time to File.** In accordance with TRDP 2.24 [2.23], the notice of appeal must be filed within 30 days after the date the judgment is signed. In the event a motion for new trial or motion to modify the judgment is timely filed with the evidentiary panel, the notice of appeal must be filed with BODA within 90 days from the date the judgment is signed.

(e) **Extension of Time.** A motion for an extension of time to file the notice of appeal must be filed no later than 15 days after the last day allowed for filing the notice of appeal. The motion must comply with Rule 1.09.

## **Rule 4.02. Record on Appeal**

(a) **Contents.** The record on appeal consists of the evidentiary panel clerk's record and, where necessary to the appeal, a reporter's record of the evidentiary panel hearing.

(b) **Stipulation as to Record.** The parties may designate parts of the clerk's record and the reporter's record to be included in the record on appeal by written stipulation filed with the clerk of the evidentiary panel.

### **(c) Responsibility for Filing Record.**

#### **(1) Clerk's Record.**

(i) After receiving notice that an appeal has been filed, the clerk of the evidentiary panel is responsible for preparing, certifying, and timely filing the clerk's record.

(ii) Unless the parties stipulate otherwise, the clerk's record on appeal must contain the items listed in TRAP 34.5(a) and any other paper on file with the evidentiary panel, including the election letter, all pleadings on which the hearing was held, the docket sheet, the evidentiary panel's charge, any findings of fact and conclusions of law, all other pleadings, the judgment or other orders appealed from, the notice of decision sent to each party, any postsubmission pleadings and briefs, and the notice of appeal.

(iii) If the clerk of the evidentiary panel is unable for any reason to prepare and transmit the clerk's record by the due date, he or she must promptly notify BODA and the parties, explain why the clerk's record cannot be timely filed, and give the date by which he or she expects the clerk's record to be filed.

#### **(2) Reporter's Record.**

(i) The court reporter for the evidentiary panel is responsible for timely filing the reporter's record if:

- a) a notice of appeal has been filed;
- b) a party has requested that all or part of the reporter's record be prepared; and
- c) the party requesting all or part of the reporter's record has paid the reporter's fee or has made satisfactory arrangements with the reporter.

(ii) If the court reporter is unable for any reason to prepare and transmit the reporter's record by the due date, he or she must promptly notify BODA and the parties, explain the reasons why the reporter's record cannot be timely filed, and give the date by which he or she expects the reporter's record to be filed.

### **(d) Preparation of Clerk's Record.**

(1) To prepare the clerk's record, the evidentiary panel clerk must:

- (i) gather the documents designated by the parties'

written stipulation or, if no stipulation was filed, the documents required under (c)(1)(ii);

(ii) start each document on a new page;

(iii) include the date of filing on each document;

(iv) arrange the documents in chronological order, either by the date of filing or the date of occurrence;

(v) number the pages of the clerk's record in the manner required by (d)(2);

(vi) prepare and include, after the front cover of the clerk's record, a detailed table of contents that complies with (d)(3); and

(vii) certify the clerk's record.

(2) The clerk must start the page numbering on the front cover of the first volume of the clerk's record and continue to number all pages consecutively—including the front and back covers, tables of contents, certification page, and separator pages, if any—until the final page of the clerk's record, without regard for the number of volumes in the clerk's record, and place each page number at the bottom of each page.

(3) The table of contents must:

(i) identify each document in the entire record (including sealed documents); the date each document was filed; and, except for sealed documents, the page on which each document begins;

(ii) be double-spaced;

(iii) conform to the order in which documents appear in the clerk's record, rather than in alphabetical order;

(iv) contain bookmarks linking each description in the table of contents (except for descriptions of sealed documents) to the page on which the document begins; and

(v) if the record consists of multiple volumes, indicate the page on which each volume begins.

(e) **Electronic Filing of the Clerk's Record.** The evidentiary panel clerk must file the record electronically. When filing a clerk's record in electronic form, the evidentiary panel clerk must:

(1) file each computer file in text-searchable Portable Document Format (PDF);

(2) create electronic bookmarks to mark the first page of each document in the clerk's record;

(3) limit the size of each computer file to 100 MB or less, if possible; and

(4) directly convert, rather than scan, the record to PDF, if possible.

(f) **Preparation of the Reporter's Record.**

(1) The appellant, at or before the time prescribed for



perfecting the appeal, must make a written request for the reporter's record to the court reporter for the evidentiary panel. The request must designate the portion of the evidence and other proceedings to be included. A copy of the request must be filed with the evidentiary panel and BODA and must be served on the appellee. The reporter's record must be certified by the court reporter for the evidentiary panel.

(2) The court reporter or recorder must prepare and file the reporter's record in accordance with TRAP 34.6 and 35 and the Uniform Format Manual for Texas Reporters' Records.

(3) The court reporter or recorder must file the reporter's record in an electronic format by emailing the document to the email address designated by BODA for that purpose.

(4) The court reporter or recorder must include either a scanned image of any required signature or "/s/" and name typed in the space where the signature would otherwise

(6<sup>1</sup>) In exhibit volumes, the court reporter or recorder must create bookmarks to mark the first page of each exhibit document.

(g) **Other Requests.** At any time before the clerk's record is prepared, or within ten days after service of a copy of appellant's request for the reporter's record, any party may file a written designation requesting that additional exhibits and portions of testimony be included in the record. The request must be filed with the evidentiary panel and BODA and must be served on the other party.

(h) **Inaccuracies or Defects.** If the clerk's record is found to be defective or inaccurate, the BODA Clerk must inform the clerk of the evidentiary panel of the defect or inaccuracy and instruct the clerk to make the correction. Any inaccuracies in the reporter's record may be corrected by agreement of the parties without the court reporter's recertification. Any dispute regarding the reporter's record that the parties are unable to resolve by agreement must be resolved by the evidentiary panel.

(i) **Appeal from Private Reprimand.** Under TRDP 2.16, in an appeal from a judgment of private reprimand, BODA must mark the record as confidential, remove the attorney's name from the case style, and take any other steps necessary to preserve the confidentiality of the private reprimand.

<sup>1</sup> So in original.

#### **Rule 4.03. Time to File Record**

(a) **Timetable.** The clerk's record and reporter's record must be filed within 60 days after the date the judgment is signed. If a motion for new trial or motion to modify the judgment is filed with the evidentiary panel, the clerk's record and the reporter's record must be filed within 120 days from the date the original judgment is signed, unless

a modified judgment is signed, in which case the clerk's record and the reporter's record must be filed within 60 days of the signing of the modified judgment. Failure to file either the clerk's record or the reporter's record on time does not affect BODA's jurisdiction, but may result in BODA's exercising its discretion to dismiss the appeal, affirm the judgment appealed from, disregard materials filed late, or apply presumptions against the appellant.

#### **(b) If No Record Filed.**

(1) If the clerk's record or reporter's record has not been timely filed, the BODA Clerk must send notice to the party responsible for filing it, stating that the record is late and requesting that the record be filed within 30 days. The BODA Clerk must send a copy of this notice to all the parties and the clerk of the evidentiary panel.

(2) If no reporter's record is filed due to appellant's fault, and if the clerk's record has been filed, BODA may, after first giving the appellant notice and a reasonable opportunity to cure, consider and decide those issues or points that do not require a reporter's record for a decision. BODA may do this if no reporter's record has been filed because:

(i) the appellant failed to request a reporter's record; or

(ii) the appellant failed to pay or make arrangements to pay the reporter's fee to prepare the reporter's record, and the appellant is not entitled to proceed without payment of costs.

#### **(c) Extension of Time to File the Reporter's Record.**

When an extension of time is requested for filing the reporter's record, the facts relied on to reasonably explain the need for an extension must be supported by an affidavit of the court reporter. The affidavit must include the court reporter's estimate of the earliest date when the reporter's record will be available for filing.

(d) **Supplemental Record.** If anything material to either party is omitted from the clerk's record or reporter's record, BODA may, on written motion of a party or on its own motion, direct a supplemental record to be certified and transmitted by the clerk for the evidentiary panel or the court reporter for the evidentiary panel.

#### **Rule 4.04. Copies of the Record**

The record may not be withdrawn from the custody of the BODA Clerk. Any party may obtain a copy of the record or any designated part thereof by making a written request to the BODA Clerk and paying any charges for reproduction in advance.

#### **Rule 4.05. Requisites of Briefs**

(a) **Appellant's Filing Date.** Appellant's brief must be filed within 30 days after the clerk's record or the reporter's record is filed, whichever is later.

(b) **Appellee's Filing Date.** Appellee's brief must be filed

within 30 days after the appellant's brief is filed.

**(c) Contents.** Briefs must contain:

- (1) a complete list of the names and addresses of all parties to the final decision and their counsel;
- (2) a table of contents indicating the subject matter of each issue or point, or group of issues or points, with page references where the discussion of each point relied on may be found;
- (3) an index of authorities arranged alphabetically and indicating the pages where the authorities are cited;
- (4) a statement of the case containing a brief general statement of the nature of the cause or offense and the result;
- (5) a statement, without argument, of the basis of BODA's jurisdiction;
- (6) a statement of the issues presented for review or points of error on which the appeal is predicated;
- (7) a statement of facts that is without argument, is supported by record references, and details the facts relating to the issues or points relied on in the appeal;
- (8) the argument and authorities;
- (9) conclusion and prayer for relief;
- (10) a certificate of service; and
- (11) an appendix of record excerpts pertinent to the issues presented for review.

**(d) Length of Briefs; Contents Included and Excluded.**

In calculating the length of a document, every word and every part of the document, including headings, footnotes, and quotations, must be counted except the following: caption, identity of the parties and counsel, statement regarding oral argument, table of contents, index of authorities, statement of the case, statement of issues presented, statement of the jurisdiction, signature, proof of service, certificate of compliance, and appendix. Briefs must not exceed 15,000 words if computer-generated, and 50 pages if not, except on leave of BODA. A reply brief must not exceed 7,500 words if computer-generated, and 25 pages if not, except on leave of BODA. A computer generated document must include a certificate by counsel or the unrepresented party stating the number of words in the document. The person who signs the certification may rely on the word count of the computer program used to prepare the document.

**(e) Amendment or Supplementation.** BODA has discretion to grant leave to amend or supplement briefs.

**(f) Failure of the Appellant to File a Brief.** If the appellant fails to timely file a brief, BODA may:

- (1) dismiss the appeal for want of prosecution, unless the appellant reasonably explains the failure, and the appellee is not significantly injured by the appellant's

failure to timely file a brief;

(2) decline to dismiss the appeal and make further orders within its discretion as it considers proper; or

(3) if an appellee's brief is filed, regard that brief as correctly presenting the case and affirm the evidentiary panel's judgment on that brief without examining the record.

**Rule 4.06. Oral Argument**

**(a) Request.** A party desiring oral argument must note the request on the front cover of the party's brief. A party's failure to timely request oral argument waives the party's right to argue. A party who has requested argument may later withdraw the request. But even if a party has waived oral argument, BODA may direct the party to appear and argue. If oral argument is granted, the clerk will notify the parties of the time and place for submission.

**(b) Right to Oral Argument.** A party who has filed a brief and who has timely requested oral argument may argue the case to BODA unless BODA, after examining the briefs, decides that oral argument is unnecessary for any of the following reasons:

- (1) the appeal is frivolous;
- (2) the dispositive issue or issues have been authoritatively decided;
- (3) the facts and legal arguments are adequately presented in the briefs and record; or
- (4) the decisional process would not be significantly aided by oral argument.

**(c) Time Allowed.** Each party will have 20 minutes to argue. BODA may, on the request of a party or on its own, extend or shorten the time allowed for oral argument. The appellant may reserve a portion of his or her allotted time for rebuttal.

**Rule 4.07. Decision and Judgment**

**(a) Decision.** BODA may do any of the following:

- (1) affirm in whole or in part the decision of the evidentiary panel;
- (2) modify the panel's findings and affirm the findings as modified;
- (3) reverse in whole or in part the panel's findings and render the decision that the panel should have rendered; or
- (4) reverse the panel's findings and remand the cause for further proceedings to be conducted by:
  - (i) the panel that entered the findings; or
  - (ii) a statewide grievance committee panel appointed by BODA and composed of members selected from the state bar districts other than the district from which the appeal was taken.

**(b) Mandate.** In every appeal, the BODA Clerk must issue a mandate in accordance with BODA's judgment and send it to the evidentiary panel and to all the parties.

#### **Rule 4.08. Appointment of Statewide Grievance Committee**

If BODA remands a cause for further proceedings before a statewide grievance committee, the BODA Chair will appoint the statewide grievance committee in accordance with TRDP 2.27 [2.26]. The committee must consist of six members: four attorney members and two public members randomly selected from the current pool of grievance committee members. Two alternates, consisting of one attorney and one public member, must also be selected. BODA will appoint the initial chair who will serve until the members of the statewide grievance committee elect a chair of the committee at the first meeting. The BODA Clerk will notify the Respondent and the CDC that a committee has been appointed.

#### **Rule 4.09. Involuntary Dismissal**

Under the following circumstances and on any party's motion or on its own initiative after giving at least ten days' notice to all parties, BODA may dismiss the appeal or affirm the appealed judgment or order. Dismissal or affirmance may occur if the appeal is subject to dismissal:

- (a) for want of jurisdiction;
- (b) for want of prosecution; or
- (c) because the appellant has failed to comply with a requirement of these rules, a court order, or a notice from the clerk requiring a response or other action within a specified time.

### **V. PETITIONS TO REVOKE PROBATION**

#### **Rule 5.01. Initiation and Service**

(a) Before filing a motion to revoke the probation of an attorney who has been sanctioned, the CDC must contact the BODA Clerk to confirm whether the next regularly available hearing date will comply with the 30-day requirement of TRDP. The Chair may designate a three-member panel to hear the motion, if necessary, to meet the 30-day requirement of TRDP 2.23 [2.22].

(b) Upon filing the motion, the CDC must serve the Respondent with the motion and any supporting documents in accordance with TRDP 2.23 [2.22], the TRCP, and these rules. The CDC must notify BODA of the date that service is obtained on the Respondent.

#### **Rule 5.02. Hearing**

Within 30 days of service of the motion on the Respondent, BODA must docket and set the matter for a hearing and notify the parties of the time and place of the hearing. On a showing of good cause by a party or on its own motion, BODA may continue the case to a future hearing date as circumstances require.

### **VI. COMPULSORY DISCIPLINE**

#### **Rule 6.01. Initiation of Proceeding**

Under TRDP 8.03, the CDC must file a petition for compulsory discipline with BODA and serve the Respondent in accordance with the TRDP and Rule 1.06 of these rules.

#### **Rule 6.02. Interlocutory Suspension**

(a) **Interlocutory Suspension.** In any compulsory proceeding under TRDP Part VIII in which BODA determines that the Respondent has been convicted of an Intentional Crime and that the criminal conviction is on direct appeal, BODA must suspend the Respondent's license to practice law by interlocutory order. In any compulsory case in which BODA has imposed an interlocutory order of suspension, BODA retains jurisdiction to render final judgment after the direct appeal of the criminal conviction is final. For purposes of rendering final judgment in a compulsory discipline case, the direct appeal of the criminal conviction is final when the appellate court issues its mandate.

(b) **Criminal Conviction Affirmed.** If the criminal conviction made the basis of a compulsory interlocutory suspension is affirmed and becomes final, the CDC must file a motion for final judgment that complies with TRDP 8.05.

(1) If the criminal sentence is fully probated or is an order of deferred adjudication, the motion for final judgment must contain notice of a hearing date. The motion will be set on BODA's next available hearing date.

(2) If the criminal sentence is not fully probated:

- (i) BODA may proceed to decide the motion without a hearing if the attorney does not file a verified denial within ten days of service of the motion; or
- (ii) BODA may set the motion for a hearing on the next available hearing date if the attorney timely files a verified denial.

(c) **Criminal Conviction Reversed.** If an appellate court issues a mandate reversing the criminal conviction while a Respondent is subject to an interlocutory suspension, the Respondent may file a motion to terminate the interlocutory suspension. The motion to terminate the interlocutory suspension must have certified copies of the decision and mandate of the reversing court attached. If the CDC does not file an opposition to the termination within ten days of being served with the motion, BODA may proceed to decide the motion without a hearing or set the matter for a hearing on its own motion. If the CDC timely opposes the motion, BODA must set the motion for a hearing on its next available hearing date. An order terminating an interlocutory order of suspension does not automatically reinstate a Respondent's license.

## VII. RECIPROCAL DISCIPLINE

### Rule 7.01. Initiation of Proceeding

To initiate an action for reciprocal discipline under TRDP Part IX, the CDC must file a petition with BODA and request an Order to Show Cause. The petition must request that the Respondent be disciplined in Texas and have attached to it any information concerning the disciplinary matter from the other jurisdiction, including a certified copy of the order or judgment rendered against the Respondent.

### Rule 7.02. Order to Show Cause

When a petition is filed, the Chair immediately issues a show cause order and a hearing notice and forwards them to the CDC, who must serve the order and notice on the Respondent. The CDC must notify BODA of the date that service is obtained.

### Rule 7.03. Attorney's Response

If the Respondent does not file an answer within 30 days of being served with the order and notice but thereafter appears at the hearing, BODA may, at the discretion of the Chair, receive testimony from the Respondent relating to the merits of the petition.

## VIII. DISTRICT DISABILITY COMMITTEE HEARINGS

### Rule 8.01. Appointment of District Disability Committee

(a) If the evidentiary panel of the grievance committee finds under TRDP 2.17(P)(2), or the CDC reasonably believes under TRDP 2.14(C), that a Respondent is suffering from a disability, the rules in this section will apply to the de novo proceeding before the District Disability Committee held under TRDP Part XII.

(b) Upon receiving an evidentiary panel's finding or the CDC's referral that an attorney is believed to be suffering from a disability, the BODA Chair must appoint a District Disability Committee in compliance with TRDP 12.02 and designate a chair. BODA will reimburse District Disability Committee members for reasonable expenses directly related to service on the District Disability Committee. The BODA Clerk must notify the CDC and the Respondent that a committee has been appointed and notify the Respondent where to locate the procedural rules governing disability proceedings.

(c) A Respondent who has been notified that a disability referral will be or has been made to BODA may, at any time, waive in writing the appointment of the District Disability Committee or the hearing before the District Disability Committee and enter into an agreed judgment of indefinite disability suspension, provided that the Respondent is competent to waive the hearing. If the Respondent is not represented, the waiver must include a statement affirming that the Respondent has been advised of the right to appointed counsel and waives that right as well.

(d) All pleadings, motions, briefs, or other matters to be filed with the District Disability Committee must be filed with the BODA Clerk.

(e) Should any member of the District Disability Committee become unable to serve, the BODA Chair must appoint a substitute member.

### Rule 8.02. Petition and Answer

(a) **Petition.** Upon being notified that the District Disability Committee has been appointed by BODA, the CDC must, within 20 days, file with the BODA Clerk and serve on the Respondent a copy of a petition for indefinite disability suspension. Service must comply with Rule 1.06.

(b) **Answer.** The Respondent must, within 30 days after service of the petition for indefinite disability suspension, file an answer with the BODA Clerk and serve a copy of the answer on the CDC.

(c) **Hearing Setting.** The BODA Clerk must set the final hearing as instructed by the chair of the District Disability Committee and send notice of the hearing to the parties.

### Rule 8.03. Discovery

(a) **Limited Discovery.** The District Disability Committee may permit limited discovery. The party seeking discovery must file with the BODA Clerk a written request that makes a clear showing of good cause and substantial need and a proposed order. If the District Disability Committee authorizes discovery in a case, it must issue a written order. The order may impose limitations or deadlines on the discovery.

(b) **Physical or Mental Examinations.** On written motion by the Commission or on its own motion, the District Disability Committee may order the Respondent to submit to a physical or mental examination by a qualified healthcare or mental healthcare professional. Nothing in this rule limits the Respondent's right to an examination by a professional of his or her choice in addition to any exam ordered by the District Disability Committee.

(1) **Motion.** The Respondent must be given reasonable notice of the examination by written order specifying the name, address, and telephone number of the person conducting the examination.

(2) **Report.** The examining professional must file with the BODA Clerk a detailed, written report that includes the results of all tests performed and the professional's findings, diagnoses, and conclusions. The professional must send a copy of the report to the CDC and the Respondent.

(c) **Objections.** A party must make any objection to a request for discovery within 15 days of receiving the motion by filing a written objection with the BODA Clerk. BODA may decide any objection or contest to a discovery motion.

#### **Rule 8.04. Ability to Compel Attendance**

The Respondent and the CDC may confront and cross-examine witnesses at the hearing. Compulsory process to compel the attendance of witnesses by subpoena, enforceable by an order of a district court of proper jurisdiction, is available to the Respondent and the CDC as provided in TRCP 176.

#### **Rule 8.05. Respondent's Right to Counsel**

(a) The notice to the Respondent that a District Disability Committee has been appointed and the petition for indefinite disability suspension must state that the Respondent may request appointment of counsel by BODA to represent him or her at the disability hearing. BODA will reimburse appointed counsel for reasonable expenses directly related to representation of the Respondent.

(b) To receive appointed counsel under TRDP 12.02, the Respondent must file a written request with the BODA Clerk within 30 days of the date that Respondent is served with the petition for indefinite disability suspension. A late request must demonstrate good cause for the Respondent's failure to file a timely request.

#### **Rule 8.06. Hearing**

The party seeking to establish the disability must prove by a preponderance of the evidence that the Respondent is suffering from a disability as defined in the TRDP. The chair of the District Disability Committee must admit all relevant evidence that is necessary for a fair and complete hearing. The TRE are advisory but not binding on the chair.

#### **Rule 8.07. Notice of Decision**

The District Disability Committee must certify its finding regarding disability to BODA, which will issue the final judgment in the matter.

#### **Rule 8.08. Confidentiality**

All proceedings before the District Disability Committee and BODA, if necessary, are closed to the public. All matters before the District Disability Committee are confidential and are not subject to disclosure or discovery, except as allowed by the TRDP or as may be required in the event of an appeal to the Supreme Court of Texas.

### **IX. DISABILITY REINSTATEMENTS**

#### **Rule 9.01. Petition for Reinstatement**

(a) An attorney under an indefinite disability suspension may, at any time after he or she has been suspended, file a verified petition with BODA to have the suspension terminated and to be reinstated to the practice of law. The petitioner must serve a copy of the petition on the CDC in the manner required by TRDP 12.06. The TRCP apply to a reinstatement proceeding unless they conflict with these rules.

(b) The petition must include the information required by TRDP 12.06. If the judgment of disability suspension

contained terms or conditions relating to misconduct by the petitioner prior to the suspension, the petition must affirmatively demonstrate that those terms have been complied with or explain why they have not been satisfied. The petitioner has a duty to amend and keep current all information in the petition until the final hearing on the merits. Failure to do so may result in dismissal without notice.

(c) Disability reinstatement proceedings before BODA are not confidential; however, BODA may make all or any part of the record of the proceeding confidential.

#### **Rule 9.02. Discovery**

The discovery period is 60 days from the date that the petition for reinstatement is filed. The BODA Clerk will set the petition for a hearing on the first date available after the close of the discovery period and must notify the parties of the time and place of the hearing. BODA may continue the hearing for good cause shown.

#### **Rule 9.03. Physical or Mental Examinations**

(a) On written motion by the Commission or on its own, BODA may order the petitioner seeking reinstatement to submit to a physical or mental examination by a qualified healthcare or mental healthcare professional. The petitioner must be served with a copy of the motion and given at least seven days to respond. BODA may hold a hearing before ruling on the motion but is not required to do so.

(b) The petitioner must be given reasonable notice of the examination by written order specifying the name, address, and telephone number of the person conducting the examination.

(c) The examining professional must file a detailed, written report that includes the results of all tests performed and the professional's findings, diagnoses, and conclusions. The professional must send a copy of the report to the parties.

(d) If the petitioner fails to submit to an examination as ordered, BODA may dismiss the petition without notice.

(e) Nothing in this rule limits the petitioner's right to an examination by a professional of his or her choice in addition to any exam ordered by BODA.

#### **Rule 9.04. Judgment**

If, after hearing all the evidence, BODA determines that the petitioner is not eligible for reinstatement, BODA may, in its discretion, either enter an order denying the petition or direct that the petition be held in abeyance for a reasonable period of time until the petitioner provides additional proof as directed by BODA. The judgment may include other orders necessary to protect the public and the petitioner's potential clients.

## **X. APPEALS FROM BODA TO THE SUPREME COURT OF TEXAS**

### **Rule 10.01. Appeals to the Supreme Court**

(a) A final decision by BODA, except a determination that a statement constitutes an inquiry or a complaint under TRDP 2.10, may be appealed to the Supreme Court of Texas. The clerk of the Supreme Court of Texas must docket an appeal from a decision by BODA in the same manner as a petition for review without fee.

(b) The appealing party must file the notice of appeal directly with the clerk of the Supreme Court of Texas within 14 days of receiving notice of a final determination by BODA. The record must be filed within 60 days after BODA's determination. The appealing party's brief is due 30 days after the record is filed, and the responding party's brief is due 30 days thereafter. The BODA Clerk must send the parties a notice of BODA's final decision that includes the information in this paragraph.

(c) An appeal to the Supreme Court is governed by TRDP 7.11 and the TRAP.