

CARS COALITION LITIGATION AGREEMENT

This CARS Coalition Litigation Agreement (this “Agreement”) is entered into as of July 14, 2026, by and among: (i) Coalition of Automobile Registration Safety, Inc. (“CARS”); (ii) Counsel (as defined below); and (iii) the individuals and entities listed in Annex 1, as amended from time to time (each, a “Member”).

RECITALS

- A. The purpose and mission of CARS is to challenge amendments to 43 Texas Administrative Code §§ 217.22, 217.26, 217.28, and 217.29—adopted by the Texas Department of Motor Vehicles (“TxDMV”) in February 2026—that impose additional identification and residency restrictions on renewing vehicle registrations (the “Amendments”).
- B. The Members are vehicle owners, dealers, lenders, insurers, repair shops, title companies, and others affected by the Amendments. CARS and its Members contend that the Amendments are unlawful and without legal effect.
- C. Each of the Members:
 - (i) has filed, intends to file, or wishes to join a complaint and/or lawsuit against the TxDMV and/or related entities, challenging the TxDMV’s adoption of the Amendments (each such proceeding, a “Proceeding”);
 - (ii) is, or will be, represented by Cobb & Gervasi, PLLC (the “Firm”) and any law firms or other counsel associated by the Firm (collectively, “Counsel”) as a plaintiff, potential plaintiff, Member, or potential Member in a Proceeding; and
 - (iii) authorizes Counsel and CARS to engage lobbyists to provide lobbying services to CARS to advance the interests of some or all of the Members.
- D. To make the prosecution of the Proceedings possible and efficient, each Member desires to grant CARS the authority to take certain actions and to make certain decisions related to the Proceedings, as set forth herein.

AGREEMENT

In consideration of the mutual promises and other good and valuable consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties:

1. APPOINTMENT OF CARS

- 1.1. **Appointment.** The Members hereby appoint CARS to act on their behalf in accordance with the terms of this Agreement.

1.2. **Nature of CARS's Role.** CARS acts solely as an administrative and coordination entity on behalf of the Members. This Agreement does not create a partnership, joint venture, or agency relationship among the Members. CARS is not a law firm and does not provide legal advice. By executing this Agreement and making a contribution under Section 5.6, each Member becomes a member of CARS. CARS's purpose and the interests advanced in any Proceeding are germane to the protection of each Member's rights. The coordinated representation contemplated by this Agreement is not a class action and does not create any class, and no Member shall be bound by any outcome except to the extent individually agreed or ordered by a court of competent jurisdiction. Each Member retains his, her, or its individual claims and the right to pursue those claims independently, subject to the terms of this Agreement.

2. POWERS, DUTIES, PRIVILEGES, INDEMNIFICATION, AND ACTIONS OF CARS AND ITS BOARD MEMBERS

2.1. **Authorization.** Each Member irrevocably authorizes CARS to take such actions and to exercise such powers as are provided in this Agreement.

2.2. **Communication with Counsel.** Each Member agrees that communications between any Member and Counsel will be conducted through the members of the Board of Directors of CARS. For matters related to any Proceeding, each Member will communicate with CARS, which will then communicate with Counsel. The current members of CARS's Board of Directors are George Fussell Sr. (Chair), Anthony Lazzari, and John Schoolcraft. Nothing herein shall prevent a Member from communicating directly with Counsel upon reasonable written request to CARS's Board of Directors. CARS shall promptly facilitate such communication. Any direct communication between a Member and Counsel may be shared with CARS to the extent it concerns matters of joint strategy or shared interest in the Proceedings. Nothing in this Section shall limit Counsel's ability to communicate directly with any Client when Counsel's professional obligations under the Texas Disciplinary Rules of Professional Conduct so require.

2.3. **Decision-Making Regarding Proceedings.** Each Member authorizes CARS, in consultation with Counsel, to make tactical, strategic, and procedural decisions relating to the conduct of any Proceedings on behalf of such Member, but specifically excluding any binding decision to settle a Proceeding. Additionally, each Member authorizes Counsel to dismiss or otherwise drop particular claims in a Proceeding that Counsel, in its discretion, either (a) deems cannot be maintained in good faith or (b) believes should be dropped in the best interest of

the Members as a whole. Notwithstanding the foregoing, each Member retains, as to such Member's own claims, the rights reserved to a client under Texas Disciplinary Rule of Professional Conduct 1.02, including the right to decide whether to accept or reject any settlement of such Member's individual claims, to decide whether to testify, and to decide whether to pursue an appeal of any adverse ruling specific to such Member.

- 2.4. **Intervenors.** CARS may, in its sole discretion, elect not to challenge or elect to challenge the intervention of any potential plaintiff in any Proceeding, whether such potential intervenor is represented by Counsel or other legal counsel. If CARS elects not to challenge such intervention, no additional permission of any Member is required, no Member shall challenge such intervention, and such person, if represented by Counsel, shall be treated as approved as an intervenor for purposes of Section 3.1. If CARS elects to challenge the intervention of a potential plaintiff, CARS shall have full discretion to appoint any Member to challenge, through Counsel, such intervention.
- 2.5. **Attorney-Client Relationship.** The Members, having executed this engagement agreement with Counsel, agree that Counsel shall also have an attorney-client relationship with CARS, and Counsel may communicate with CARS concerning any Proceeding.
- 2.6. **Decision-Making Regarding Lobbying Efforts.** Each Member authorizes CARS, in consultation with duly engaged lobbyists and Counsel, to make decisions relating to lobbying efforts on behalf of CARS's membership.
- 2.7. **Privileges, Immunities, and Indemnification of Board Members.** Each Member acknowledges that Texas's Nonprofit Corporation Act (Chapter 22, Texas Business Organizations Code) applies to actions taken by members of CARS's Board of Directors. Under that Act, any person seeking to establish liability of a director must prove that the director did not act: (a) in good faith; (b) with ordinary care; and (c) in a manner the director reasonably believed to be in the best interest of the corporation. Further, CARS's directors are not considered to have the duties of a trustee of a trust with respect to CARS or property held or administered by CARS. Notwithstanding the foregoing, no Member shall be obligated to indemnify any board member or Counsel for any claim arising from such person's gross negligence, willful misconduct, fraud, or bad faith. Notwithstanding the foregoing or anything in this Agreement to the contrary, no Member shall be obligated to indemnify, and the indemnification and hold-harmless provisions of this Section 2.7 shall not apply to, Counsel for any claim arising from or relating to Counsel's professional negligence, legal

malpractice, breach of fiduciary duty, gross negligence, willful misconduct, fraud, or bad faith, or any other matter as to which indemnification is prohibited by Texas Disciplinary Rule of Professional Conduct 1.08(g) or other applicable law. **TO THE FULLEST EXTENT ALLOWED BY LAW, EACH MEMBER AGREES AND COVENANTS TO HOLD HARMLESS AND INDEMNIFY THE MEMBERS OF CARS'S BOARD OF DIRECTORS AND ITS COUNSEL FOR CLAIMS MADE AGAINST THE BOARD, ANY BOARD MEMBER, AND/OR COUNSEL RELATED TO THIS AGREEMENT OR ANY PROCEEDING, OTHER THAN ANY CLAIM EXCLUDED BY THE PRECEDING SENTENCE.**

2.8. **Media and Public Statements.** Each Member agrees that all public statements, press releases, social media posts, and communications with media outlets regarding the Proceedings, this Agreement, or the Amendments shall be coordinated through and approved by CARS in advance. No Member shall make any public statement that contradicts CARS's official position, discloses confidential litigation strategy, or could reasonably be construed as an admission adverse to the interests of the Members as a group. CARS shall use reasonable efforts to consult with Members before issuing any public statement that specifically references individual Members by name or property. This Section shall not prevent any Member from making truthful statements about his, her, or its vehicle or related to the Amendments in the ordinary course of business. Nor shall this Section prevent any Member from making truthful statements compelled by law or legal process.

2.9 **Board Decision-Making; Deadlock.** Decisions of CARS's Board of Directors under this Agreement shall be made by majority vote of the Board members then serving. If the Chair is unable to act, the matter shall be tabled for no more than fifteen (15) days, during which the Board shall use good faith efforts to resolve the deadlock. If the deadlock is not resolved within such period, CARS shall be deemed to have elected not to take the proposed action, and the status quo shall be maintained.

3. **JOINDER OF ADDITIONAL MEMBERS**

3.1 **Joinder.** At the sole discretion of CARS, CARS may approve any person proposed to be represented by Counsel as a potential intervenor in any Proceeding. Upon such approval, (a) no Member will challenge such intervention in accordance with Section 2.4, and (b) such approved person shall become a party to this Agreement as a Member by executing a

counterpart signature page, accepting and agreeing to be bound by all terms and conditions of this Agreement, including without limitation the provisions of Section 5. Upon the admission of an additional Member, CARS shall amend Annex 1 to reflect such addition.

- 3.2 **Lead Case Designation.** CARS, in consultation with Counsel, may designate one or more Members as lead plaintiffs in any Proceeding (each, a “Lead Case”). The selection of Lead Case plaintiffs shall be based on the strength of individual facts, procedural posture, and other factors deemed relevant by Counsel in its professional judgment. A Member not selected as a Lead Case plaintiff shall remain a party to this Agreement and shall continue to be bound by its terms. The outcome of any Lead Case shall not automatically bind non-Lead Case Members except to the extent a court of competent jurisdiction so orders.

4. SETTLEMENT

- 4.1 **Decision-Making Regarding Settlement.** Each Member agrees that CARS may communicate with Counsel and others in settlement-related communications and negotiations on behalf of the Members. Notwithstanding the foregoing, CARS is not authorized to bind any Member to any final settlement of a Proceeding except as provided herein. CARS shall consult with Counsel regarding settlement offers, and if an offer is acceptable to CARS, CARS will recommend that the Members approve such offer.
- 4.2 **Member Approval of Settlement.** Upon recommendation by CARS, any offer to settle a Proceeding shall be communicated directly by Counsel to all Members in writing. Such written communication shall include, consistent with Texas Disciplinary Rule of Professional Conduct 1.08(f): (i) the total amount (if any) and material terms of the proposed settlement; (ii) the existence and nature of all claims being resolved; (iii) the participation of each Member in the settlement, including the specific amount, in-kind consideration, or other relief allocated to each Member and the methodology for that allocation; and (iv) the amount of attorneys’ fees and expenses to be reimbursed to CARS from the settlement (if any). The notice shall also provide a response deadline of not less than thirty (30) days from the date of receipt by such Member (the “Response Deadline”). Only a Member who affirmatively consents in writing on or before the Response Deadline shall be bound by such settlement. A Member who fails to respond or who affirmatively rejects the settlement on or before the Response Deadline shall

be deemed to have rejected the settlement and shall not be bound thereby. No settlement shall take effect as to any Member absent such Member's affirmative written consent. A Member who declines to consent to a settlement recommended by CARS and approved by a majority of the Members participating in the affected Proceeding shall retain his, her, or its claims, but Counsel shall have the right to seek to withdraw from the representation of such Member (subject to court approval where required by applicable rule), and such Member hereby consents in advance to such withdrawal. Upon withdrawal, the non-consenting Member's claims shall be severed from the joint Proceeding, and CARS shall have no further obligation to fund the prosecution of such Member's claims. A Member who declines to consent to a settlement shall have no right to a refund of contributions made to CARS. Counsel retains the right to dismiss particular claims consistent with Section 2.3.

- 4.3 Judgment.** The provisions of Sections 4.1 and 4.2 are not applicable if a Proceeding proceeds to trial and damages or final equitable relief is awarded by judgment. If a Proceeding proceeds to trial and such relief is awarded, each Member is entitled to receive the amounts (or other relief) awarded to such Member upon judgment and collection, net of expenses and attorneys' fees, which fees and expenses shall be reimbursed to CARS out of any award to the extent paid by CARS.

5. LIMITATION OF LIABILITY; NO FIDUCIARY DUTIES; EXPENSES; PAYMENTS REQUIRED OF MEMBERS

- 5.1 Duties.** CARS shall perform its obligations hereunder in a manner CARS reasonably believes to be in the interests of the Members; provided, however, that the fiduciary duties of CARS's directors shall run solely to CARS. Except as expressly provided herein, each Member agrees that CARS, CARS's directors and agents, and other Members do not have any fiduciary duties to any other Member. So long as CARS performs its duties in compliance with this Section 5.1, neither CARS nor any of its directors shall be liable by reason of this Agreement.
- 5.2 Exculpation; Waiver.** Neither CARS nor any of its directors, nor any of the entities with which CARS is or may become affiliated, shall be liable or responsible to any Member for any action taken or omitted to be taken by CARS or any such person hereunder, under any related agreement, instrument, or document, or in connection with any Proceeding or lobbying

efforts. The foregoing exculpation shall not apply to any act or omission constituting gross negligence, willful misconduct, fraud, or bad faith. This Section 5.2 does not extend to Counsel, whose liability to any Client is governed by applicable law and the Texas Disciplinary Rules of Professional Conduct, and not by this Section.

5.3 Fee Agreements and Billing Policies. CARS agrees to pay Counsel the rates in effect on the date the work was performed. The rates in effect as of the Effective Date are the discounted hourly rates set forth in Section 6.5, and Counsel shall provide CARS with not less than thirty (30) days' advance written notice of any change in rates. CARS has established a fund for the payment of Counsel's fees and expenses to which the Members and other similarly situated persons have contributed. Counsel will submit monthly invoices for fees and expenses to CARS, which will review the invoices and pay Counsel from the fund. Payments for outstanding invoices are due within thirty (30) days of receipt. Interest is not charged unless accounts are more than thirty (30) days past due, in which case interest accrues at the rate of five percent (5%) per annum from the date of delinquency, or at the highest rate allowed by law, whichever is less. Counsel has presented CARS with a budget for each anticipated stage of the Proceedings. By execution of this Agreement, CARS and Counsel approve that budget and agree to periodically consult on any required changes thereto.

5.4 Expenses Incurred by Counsel. In addition to the fees set forth in Section 5.3, CARS agrees to pay all reasonable expenses incurred by Counsel, which typically include, without limitation, filing fees, deposition transcripts, copies, hearing and trial exhibits, consultant and expert fees, document-storage and handling expenses, expenses for obtaining copies of records, and travel expenses. CARS authorizes Counsel to incur and pay such out-of-pocket expenses as are reasonably necessary for Counsel to represent CARS effectively. Counsel will not add surcharges or other fees to third-party charges. Internal costs such as copies, long-distance calls, and facsimile charges shall be billed at Counsel's standard rate for such expenses.

5.5 Retainer. CARS agrees to pay the Firm a litigation retainer in the amount of \$25,000 (the "Retainer") upon execution of this Agreement. The Retainer shall be deposited into Firm's IOLTA trust account and held as security for the payment of fees and expenses incurred in connection with this matter. The Retainer will not be drawn upon to pay interim invoices. CARS shall pay each interim invoice in full, from funds other than the Retainer, under the

terms set forth in Section 5.3. The Retainer shall be applied solely toward Counsel's final invoice upon conclusion of the representation, and any portion remaining after application to the final invoice and satisfaction of all outstanding fees and expenses will be refunded to CARS. The Retainer is not a minimum fee and does not constitute Counsel's estimate of total fees for this matter.

5.6 Payments Required of Members. To be represented by Counsel in litigation, a Member must contribute to CARS a one-time fixed amount of \$25.00, \$50.00, \$100.00, \$500.00, or \$1,000.00. The Member selects the contribution amount, and the amount contributed shall not affect the Member's rights, obligations, or participation under this Agreement.

5.7 Directors and Officers Insurance. CARS does not currently maintain directors and officers liability insurance ("D&O Insurance") covering the members of its Board of Directors. Each Member acknowledges this fact and agrees that the indemnification obligations set forth in Section 2.7 and the liability limitations set forth in Sections 5.1 and 5.2 are the sole contractual protections afforded to CARS's directors in connection with this Agreement.

6. DISCLOSURES FROM COUNSEL; WAIVER OF ACTUAL OR POTENTIAL CONFLICTS OF INTEREST

6.1 Identity of Clients. Counsel's representation shall extend only to CARS and any Member who signs this Agreement and complies with its terms (each, a "Client"). Counsel shall not represent any other individual shareholders, affiliates, individual members, or individual board members of a Client except as specifically agreed in a separate written engagement agreement or written supplement to this Agreement.

6.2 Potential or Actual Conflicts of Interest. CARS and Counsel are committed to advancing the interests of all Members and believe that all Members have strong arguments for challenging the Amendments. Because Counsel is representing multiple Clients, however, it is necessary to disclose actual and potential conflicts of interest that could arise between different groups of Clients. For example, different facts may apply to different Clients and different Client groups may be able to advance arguments or obtain results that are not available to all Clients. By way of example and not limitation, potential conflicts include: (i) a Member whose facts most strongly support the legal theory may receive disproportionate benefit from a favorable ruling compared to Members with weaker individual facts; (ii) a settlement

that is financially advantageous to the majority of Members may not adequately compensate a Member with unique circumstances; (iii) litigation strategy decisions made in the interest of the group as a whole may require deprioritizing arguments that would benefit only certain Members; and (iv) Members who have made larger contributions may have stronger economic incentives to pursue or settle the Proceedings than Members with smaller contributions. By signing below, each Member agrees to waive these potential or actual conflicts of interest to permit Counsel to jointly represent all Clients, and also agrees not to sue CARS, its board members, or Counsel based on such matters. Each Member acknowledges that he, she, or it has had the opportunity to consult with independent counsel regarding these conflicts before executing this Agreement. This waiver is given after Counsel has, in accordance with Texas Disciplinary Rule of Professional Conduct 1.06(c)(2), explained in writing the advantages and risks of the joint representation, including the conflicts identified above. The waiver does not, and cannot, extend to any conflict of interest that is non-consentable as a matter of law, including any direct adversity between or among Clients that becomes irreconcilable in the course of the representation. If such a non-consentable conflict arises, or if a previously waived conflict becomes materially adverse to the joint representation, Counsel may be required to withdraw from the representation of one, some, or all Clients. In that event, Counsel shall comply with Texas Disciplinary Rule of Professional Conduct 1.15 and Section 7.2 of this Agreement.

- 6.3 Communications in a Joint Representation.** In a joint representation, Counsel must share all material information with all jointly represented Clients, which will occur through CARS, acting as the duly authorized agent of each Client for purposes of receiving and transmitting privileged communications. The inclusion of CARS and its directors and officers in privileged communications shall not waive the attorney-client privilege as against any third party. A communication between Counsel and one Client regarding material information is not privileged as to the other jointly represented Clients. Accordingly, Counsel cannot honor any request to withhold from another represented party material information received in this representation. Notwithstanding the foregoing, the attorney-client privilege does apply as against opposing parties that may attempt to learn the content of Counsel's communications with any Client. If a Member ceases to be a Client (whether by withdrawal, termination for non-payment, opt-out, or otherwise), communications made in the course of the joint representation

while such person was a Client shall remain non-privileged as among such former Client, the remaining Clients, and CARS, and Counsel and CARS shall be entitled to use such communications in defending against any claim by, or in any proceeding adverse to, such former Client to the same extent permitted by Texas Rule of Evidence 503(d)(5) and other applicable law.

- 6.4 **Disagreements Regarding Strategy.** Another potential consequence of joint representation is disagreement among the Clients regarding legal or lobbying strategies and tactics. A particular strategy or tactic may confer a greater benefit on one Client or set of Clients than on others. Under these circumstances, and subject to CARS's decision-making authority set forth above, Counsel will consult with and follow the instructions of CARS regarding strategies and tactics to pursue in any Proceeding. Any Member who believes that the decisions of CARS and Counsel are not in his, her, or its best interests may retain independent legal counsel. The primary objectives of CARS are for the Members to challenge the Amendments and to pursue legislative amendments that will better protect the rights of vehicle owners. If you do not agree with those objectives, do not sign this Agreement.
- 6.5 **Counsel's Fees; Right to Associate Counsel.** CARS and the other Clients agree to pay Counsel's discounted hourly rates of \$850 for senior partners, \$650 for junior partners, \$450 for associates, and \$250 for paralegals. Counsel may associate one or more lawyers outside its firm to assist in this representation on a contract basis.
- 6.6 **Use of Artificial Intelligence.** Counsel may use generative artificial-intelligence and machine-learning systems for research, drafting, and review. Counsel will not input confidential information without safeguards. All AI output is attorney-reviewed. CARS has approved the use of AI tools in this matter. CARS may, at any time, instruct Counsel to limit or cease their use of AI tools. Doing so may affect the timing of work product and the cost of attorney fees. Counsel will notify all Clients promptly of any confirmed unauthorized disclosure of their confidential information involving these tools or otherwise.
- 6.7 **Litigation Risk Disclosure.** Each Member acknowledges that litigation involves inherent risks and uncertainties, including the following: (a) Cost Uncertainty—actual attorneys' fees and litigation expenses may substantially exceed any budget estimate provided by Counsel, and CARS cannot guarantee that current contribution levels will be sufficient to fund the Proceedings through final resolution; (b) Timeline Uncertainty—the

Proceedings may take significantly longer than anticipated, and delays caused by court scheduling, appellate proceedings, or other factors are outside Counsel's or CARS's control; (c) Adverse Precedent—an unfavorable ruling in any Proceeding could establish legal precedent that adversely affects the Members' positions in other proceedings or future challenges; and (d) No Guarantee of Relief—even a favorable ruling may not result in the relief sought if the TxDMV takes further legislative or administrative action. Each Member accepts these risks as a condition of participation in this Agreement.

- 6.8 Third-Party Payer Acknowledgment.** Each Member acknowledges that CARS will pay all or a portion of Counsel's fees and expenses on behalf of the Clients, understands that this constitutes payment of legal fees by a person other than the client within the meaning of Texas Disciplinary Rule of Professional Conduct 1.08(e), and consents to that arrangement. CARS's payment of fees shall not interfere with Counsel's independent professional judgment or with the attorney-client relationship between Counsel and each Client. Information relating to the representation of any Client shall remain subject to the duty of confidentiality under Texas Disciplinary Rule of Professional Conduct 1.05, and CARS shall hold all such information received from Counsel in confidence and shall not disclose it to any third party (other than its directors, officers, employees, and agents with a need to know) without the consent of the affected Client or as required by law. No direction, instruction, or recommendation from CARS shall override Counsel's duties to any Client under the Texas Disciplinary Rules of Professional Conduct.

7. TERMINATION

- 7.1 Termination by CARS or Counsel.** CARS reserves the right to terminate Counsel's representation at any time by written notice to Counsel. Counsel reserves the right to withdraw from this Agreement if CARS or any Member engages in conduct that renders it unreasonably difficult to pursue the Proceedings, or if CARS fails to pay Counsel as required under this Agreement.
- 7.2 Voluntary Withdrawal by Member.** Any Member may voluntarily withdraw from this Agreement and terminate Counsel's representation of such Member at any time by written notice to CARS and Counsel. Upon withdrawal: (a) Counsel shall comply with the file-transfer obligations set forth in Section 7.4; (b) Counsel shall take such steps as are required by Texas Disciplinary Rule of Professional Conduct 1.15 to avoid prejudice to the

withdrawing Member, including, where Counsel is counsel of record, seeking court approval of withdrawal as required by applicable rule; (c) the withdrawing Member's claims shall be severed from the joint Proceeding, and CARS shall have no further obligation to fund the prosecution of such Member's claims; and (d) the withdrawing Member shall have no right to a refund of contributions made to CARS. The obligations of the withdrawing Member under Sections 2.7, 2.8, 5.2, 6.2, 6.3, 8.5, and 8.6, and all conflict and privilege waivers given in this Agreement, shall survive such withdrawal.

- 7.3 File Transfer Obligations.** Upon termination of Counsel's representation of any Member, whether by withdrawal, opt-out, or otherwise, Counsel shall, within fifteen (15) days of such termination: (a) provide such Member with copies of all pleadings, court filings, and correspondence specific to that Member's individual claims; (b) cooperate in good faith with any successor counsel engaged by such Member; and (c) take reasonable steps to avoid prejudice to such Member's interests during any transition period. Counsel shall not be required to provide work product developed solely for the benefit of CARS or the Member group as a whole, or documents subject to joint privilege, without the written consent of CARS.

8. MISCELLANEOUS

- 8.1 Effective Date.** The effective date of this Agreement is July 14, 2026.
- 8.2 Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas, without giving effect to any conflicts-of-law provision or rule that would cause the laws of any other jurisdiction to apply. The parties agree that (a) any dispute solely among the parties to this Agreement (and not, for the avoidance of doubt, any Proceeding against the TxDMV or any related defendant) arising out of this Agreement shall be brought exclusively in the state or federal courts located in Travis County, Texas; (b) such courts shall have exclusive and mandatory jurisdiction over all such disputes; and (c) each party consents to the personal jurisdiction of such courts and waives any objection to venue or to the convenience of such forum. Nothing in this Section shall be construed as a waiver of any party's right to select the forum for any Proceeding against the TxDMV or any related defendant, as a concession of proper venue in any such Proceeding, or as a consent to personal jurisdiction in any such Proceeding.

- 8.3 **Counterparts; Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Counterparts may be executed and delivered via Dropbox, DocuSign, or other electronic signature solution, facsimile, electronic mail (including PDF), or other transmission method, and any counterpart so delivered shall be deemed duly and validly delivered and effective for all purposes.
- 8.4 **Entire Agreement.** This Agreement, together with the other documents referenced herein, constitutes the entire agreement among CARS, the Members, and Counsel with respect to its subject matter. This Agreement may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties, and there are no unwritten oral agreements among the Members, CARS, and Counsel relating to the subject matter hereof.
- 8.5 **Non-Refundable Contributions.** Each Member acknowledges and agrees that (a) any contributions made to CARS are nonrefundable, (b) CARS will use contributions as it sees fit to further its mission, and (c) CARS and Counsel make no warranties or guarantees regarding the results of legal or lobbying efforts related to disputes involving the TxDMV.
- 8.6 **Disposition of Remaining Funds.** After the resolution of the Proceedings, there may be unused or unspent contributions remaining in CARS's accounts, including any refunds of unused Retainer amounts. Within a reasonable time after CARS has paid all of its expenses, including the costs of preparing a final tax return and winding down the corporation, CARS's Board of Directors shall determine, in its sole discretion, the appropriate disposition of any remaining funds in accordance with CARS's organizational documents and applicable law. No individual Member shall have any right to a refund of contributions made to CARS.
- 8.7 **Obligation to Contribute.** Except as provided by separate agreement, Counsel and CARS shall have no obligation to represent the interests of any Member who has failed to make the required contribution to CARS as described in Section 5.6.
- 8.8 **Payment of Contributions.** To ensure sufficient funding for the current CARS litigation and lobbying efforts, each Member must make a contribution in one of the amounts set forth in Section 5.6 to participate in this Agreement.

If you have not already done so, please make your contribution to CARS upon execution of this Agreement.

- 8.9 Tax Treatment of Contributions.** Neither CARS nor Counsel provides tax advice. The tax treatment of contributions made to CARS—including whether any portion of such contributions may be deductible for federal or state income tax purposes—will depend upon CARS’s tax-exempt status and the specific circumstances of each Member. Each Member is strongly encouraged to consult with his, her, or its own tax attorney or tax advisor regarding the deductibility of any contributions to CARS before making a contribution. CARS and Counsel make no representation or warranty as to the tax consequences of participating in this Agreement. CARS currently intends to apply for recognition as a tax-exempt organization under the Internal Revenue Code. No determination letter has yet been issued, and there is no guarantee that tax-exempt status will be granted. The deductibility of contributions, if any, will depend on the tax-exempt status ultimately recognized and the nature of each Member’s contribution relative to any benefit received. Each Member should not assume that contributions are deductible for federal or state income tax purposes without first consulting his, her, or its own tax advisor.
- 8.10 Amendment.** This Agreement may be amended with the written approval of CARS, Counsel, and a majority of the Members; provided, however, that an amendment that (i) increases any required contribution under Section 5.6, (ii) modifies Sections 2.3, 2.7, 4.1, 4.2, 4.3, 5.1, 5.2, 6.1, 6.2, 6.3, or 6.8 in a manner materially adverse to a Member, (iii) expands the scope of any waiver, release, or indemnification given by Members, or (iv) modifies this Section 8.10, shall require the additional written consent of each Member adversely affected thereby. Any amendment, modification, or waiver so executed shall be binding on all Members subject to the limitations of this Section 8.10.
- 8.11 Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be severed from this Agreement and the remaining provisions shall be interpreted and enforceable in accordance with their terms.
- 8.12 No Guarantee of Results.** Counsel cannot make any warranties or guarantees regarding the results to be obtained or the total amount of fees and expenses the Clients will incur. The outcome and total cost are uncertain and will be governed by factors often beyond Counsel’s control.

- 8.13 **State Bar Disclosure; Texas Lawyer's Creed.** As required by the State Bar Act, Counsel advises each Client that the State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar's Office of General Counsel will provide information about how to file a complaint. For more information, please call 1-800-932-1900 (toll-free). Counsel subscribes to *The Texas Lawyer's Creed—A Mandate for Professionalism* (available at <https://www.law.uh.edu/libraries/ethics/lcreed/index.html>). Counsel intends to abide by this Creed. The Clients consent to its application.
- 8.14 **Notices.** All notices, demands, requests, consents, approvals, and other communications required or permitted under this Agreement (each, a "Notice") shall be in writing and shall be deemed duly given when (a) delivered by hand with written confirmation of receipt; (b) sent by nationally recognized overnight courier with written confirmation of receipt; (c) sent by certified or registered mail, return receipt requested, postage prepaid; or (d) sent by email with confirmation of receipt by the addressee, provided that a copy is simultaneously sent by one of the methods described in clauses (a) through (c). Notices to CARS shall be addressed to its Board of Directors at CARS's principal office or such email address as CARS designates in writing. Notices to Counsel shall be addressed to Bill Cobb and Alexa Gervasi at their principal office or such other address as Counsel designates in writing. Notices to a Member shall be addressed to the address or email set forth on such Member's signature page in Annex 1, or such other address as a Member may designate by written notice to CARS.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**COALITION OF AUTOMOBILE REGISTRATION SAFETY, INC., a
Texas nonprofit corporation**

**Coalition of Automobile Registration Safety, Inc.
(CARS), a Texas nonprofit corporation**

George Fussell Sr.

Chair, Board of Directors

Dated: _____

COBB & GERVASI, PLLC

Bill Cobb, Esq.

Counsel for CARS

Dated: _____

Alexa L. Gervasi, Esq.

Counsel for CARS

Dated: _____

ANNEX 1
MEMBERS

For Individual Members:

By executing this Annex 1, the undersigned Member represents and warrants that: (a) the undersigned has full power and authority to execute this Annex 1; (b) the undersigned has full power and authority to bind every other record owner of any vehicle(s) (including any spouse with a community-property or homestead interest, any joint tenant, any tenant in common, and any beneficial owner) impacted by the Amendments, if applicable, and has either obtained the written consent of each such co-owner or, by contemporaneous signature on the form provided by CARS, caused each such co-owner to join in this Annex 1; and (c) all information provided herein is true, accurate, and complete as of the date of execution.

By the signature below, the undersigned Member acknowledges that s/he reviewed the terms of the CARS Coalition Litigation Agreement and had a reasonable opportunity to consult with independent counsel, and that the undersigned Member agrees to be bound by the terms set forth in the CARS Coalition Litigation Agreement.

Full Legal Name	
Signature	
Vehicle Identification Number(s) (if applicable)	
Vehicle Registration Number(s) (if applicable)	
Mailing Address	
Email Address	
Contribution Amount	
Payment Date(s)	
Date of Execution	

For Entity Members (corporations, LLCs, LPs, trusts, etc.):

By executing this Annex 1, the undersigned Member represents and warrants that: (a) the undersigned entity is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation, the individual signing on its behalf is duly authorized to do so by all necessary corporate, limited liability company, partnership, or trust action, and, if applicable, the execution of this Annex 1 by such individual binds every other record owner or beneficial owner of any vehicle(s) impacted by the Amendments; and (b) all information provided herein is true, accurate, and complete as of the date of execution.

By the signature below, the undersigned Member acknowledges that it reviewed the terms of the CARS Coalition Litigation Agreement and had a reasonable opportunity to consult with independent counsel, and that the undersigned Member agrees to be bound by the terms set forth in the CARS Coalition Litigation Agreement.

Legal Name of Entity	
Signature	
Printed Name	
Title / Capacity	
Vehicle Identification Number(s) (if applicable)	
Vehicle Registration Number(s) (if applicable)	
Mailing Address	
Email Address	
Contribution Amount	
Payment Date(s)	
Date of Execution	