**STATE OF TEXAS §**

**COUNTY OF MONTGOMERY §**

**AFFIDAVIT FOR ORDER OF ARREST**

The undersigned affiant, Wende Wakeman, who, after being duly sworn by me, on oath makes the following statement:

I, Wende Wakeman, the affiant, am a Texas Ranger employed by the Texas Department of Public Safety and a certified Texas Peace Officer. I have good reason to believe and do believe that **Ronald E. Reynolds** did, on or about February 28, 2013, in Montgomery County, Texas, did commit the offense of Barratry & Solicitation of Professional Employment, a 3rd Degree Felony.

My belief is based on the following facts:

On March 8, 2013, I was contacted by the Montgomery County District Attorney’s Office – Public Integrity Division about a tip that came in to their office. A person called into the District Attorney’s office about an alleged Barratry scheme involving several attorneys and others that is presently being operated in Harris and Montgomery counties. This person wished to remain anonymous, herein referred to as Confidential Informant (“CI”). I arranged to meet with this confidential informant that same day. I met the CI at 1106 Granite Pass, Conroe, TX 77304, Montgomery County. In my interview with the confidential informant, I learned the following:

 The CI works for an individual named Robert Valdez, Sr. (DOB 1/9/66). The CI stated that Robert is currently incarcerated in the Montgomery County jail on a “blue warrant” for assaulting his son, Robert Valdez, Jr. I confirmed that Robert was in fact in jail on parole warrant for an Assault-Family Violence incident that occurred on February 24, 2013.

At Robert’s direction, the CI, while at her residence in Montgomery County, Texas, would go to the Houston Police Department’s website and download and print accident reports from their website at $7.50 each. Once the CI printed the report, the CI would attempt to contact the individuals who were not at fault in the crash listed in the report. The individual’s contact information is included in the HPD accident reports, including the persons address and phone number. In order to find crash reports, the CI would search by looking up hundreds of streets and freeways in the City of Houston. The CI maintained a log book which lists these streets on multiple pages. The CI provided this street log book for my viewing. The CI would only search for accidents that occurred the prior day or so. This process would take 5 hours or so per day to go through all the streets. The CI would print the accident reports, which takes another hour or so. Usually, the CI would print about 20 to 25 accident reports per day. After printing all the reports, the CI would call them using the information and contact information on the reports. Normally, per Robert’s instructions, the CI would only contact the not at fault party. If the CI made contact with them on the phone, the CI would say the following as directed by Robert:

“Hello, is NAME there, my name is CI, I am calling in reference to the accident you were in on date and street, I received you police report across my desk, it shows you are in the right in this accident. Have you spoken with lawyer? [If yes, I am just letting you know your police report is ready – End Call]. I am an appointment setter for 12 different law firms in Houston. Because the police report shows that you are in the right, at no charge to you, you are eligible to have a rental car while your car gets fixed and you are eligible to go to a doctor to get checked out. Additionally, if you went to emergency room, your bills will be paid and you can receive a personal injury check from 3K to 6K. If you are interested, all I need to do is set appointment for one of the law firms to have a representative come out to your house to meet with you. [If yes, I set the appointment for Robert] [If no, thank you and end call.] When they come, they will bring a copy of police report, and they will go over it with you and explain everything in detail and answer any questions you have and see if you would like to sign up for representation for legal services. I think I will send Mr. Valdez to your house; he is very good at this and very experienced. When he comes, he will have copy of the police report, card with his name, card from the law firm, and will call 30 minutes prior to being there. He will be driving a TYPE OF CAR. Thank you.”

The CI normally would not start calling until around 6pm at night. On average on a given night of calling, the CI would set up about 2 appointments for the following day out of the 20 to 25 people called. This number varied widely, but on an average the CI would set up about 10 appointments a week. The CI would write notes and appointment information on the accident report that was printed. The CI would then tell Robert about the appointments that were scheduled. Robert would then have the CI print clean copies of the accident reports for the appointments. The next morning Robert would go to the appointments as scheduled.

At the house appointments, Robert would go in to the residence, give them the police reports, explain the same things stated on the phone call, and then he would talk them in to signing a contract for one of the attorneys that he was working for. The CI had gone with Robert on several occasions to make the house visits. The CI stated that Robert is very persuasive and good at talking to the people and getting them to sign the contract. The CI stated that Robert is required by the attorneys to send them to one of the clinics so he would tell them exactly where to go. After they signed the contract for the attorney, Robert would leave. Robert would not accept any money from the individual when they signed the contract. If their car was drivable, Robert would recommend a body shop for the individual to drive their vehicle to. At that place, they could pick up a rental vehicle. However, this was not a normal rental place like Enterprise of some place like that. If the car was not drivable, Robert would call a wrecker to come and get it.

The CI stated that once Robert leaves the residence with a signed attorney contract, he would then fax the signed contract to the law firm that he got the client for. He would then keep the original signed contract. The CI provided many copies of signed contracts with different attorney names. He would then fill in the log that keeps track of who is signed up for which attorney so that he knows what each law firm/attorney owes him. The CI showed me this log as well and I could see that the log was filled up through March 1, 2013. The CI stated that each week, usually on Thursday and/or Friday, Robert would go around to the law firms and clinics to collect what is owed to him by the attorney for signing up the clients and clinics for sending patients. The CI stated that the payments from the attorneys and clinics would normally be in cash and normally included in some type of envelope with the numerical amounts written on the outside. Many times, Robert would come home with large amounts of cash from his rounds. Robert liked to show off the wads of money he would bring home. He would put the used envelops in his desk drawer in his office. The CI showed me several empty white envelops that had different numerical amounts written on the outside. The CI was not always aware of where or if he deposited the money. The CI stated Robert also had several other individuals that would also pick up payments from clinics and attorneys and make deposits.

The CI provided numerous documents to support these allegations. I reviewed many of the documents and the CI explained many of them to me. The documents included logs that Robert was keeping up to date with the clients that he was signing up for each attorney. In the log, Robert would document the name of the client, the date of contact, the name of the attorney that he signed the client up with, the clinic that he referred the client to, and the name of insurance company the client was insured by. The CI stated that many of the attorney’s had requested to work with specific insurance companies so Robert would try and assign those clients with the correct attorney. The other documents included blank and filled-in attorney contracts. The CI said that Robert would take these blank attorney contracts and client information sheets with him into the house appointments. These documents would be filled out by the client, including the attorney contract forms. I saw that there were hundreds of these attorney contracts filled out and attached to applicable HPD Accident Reports. Some attorneys had more contracts than others. The CI did not know which attorney got more contracts than others.

The CI stated that one of the attorneys that Robert signs up clients for is named Ronald E. Reynolds. The CI stated Reynolds would pay Robert for bringing in clients. The CI knows Ronald E. Reynolds by sight and added that Reynolds is a State Representative. The CI recalled two recent cases where she and Robert solicited clients for attorney Ronald Reynolds.

On February 16th, 2013, in the above mentioned process of printing accident reports, the CI stated printed a report involving a crash with an individual named Rebecca Vasconcelos who was involved in a crash on February 15, 2013. The other vehicle involved was driven by Maria Avalos. The CI presented the report to Robert and asked who should be called because both were noted as “at fault” in the report. Robert said to call Rebecca Vasconcelos. The CI called Rebecca with no answer and then marked it as a “drive by.” The CI did not know who did the drive by but it was done the next day as Robert requested. Rebecca called Robert once receiving the business card at her residence. Robert then requested that the CI pull the report again and fax it to him. Robert then went and met with Rebecca and signed her up with Ronald Reynolds for legal services arising from the accident. The CI provided me with certain paperwork related to this transaction. I reviewed the paperwork that included a “Ronald E. Reynolds & Associates, PLLC Personal Injury Questionnaire,” Ronald E. Reynolds & Associates, PLLC Attorney-Client Agreement,” and Ronald E. Reynolds & Associated, PLLC Patient Letter. The questionnaire was filled out on February 20, 2013. Vasconcelos was sent to the Greenspoint Health & Injury clinic, which the CI stated is partly owned by Robert.

On February 17th, 2013, in the above mentioned process of printing accident reports, the CI printed a report involving a crash with two individuals named Ricardo Rocha and Irene Lopez. The CI attempted to contact Irene Lopez, the driver of the vehicle, but was not able to contact her on the phone. The CI told Robert that no one was able to be contacted on this accident, which occurred on February 16, 2013. The CI marked the report as needing a “drive by.” Robert instructed one of his workers to drive by and leave a card, which they did. The CI was not sure who did the drive by for Robert. Robert’s card was left at Irene’s door. Irene then contacted Robert about a week later. Robert talked with Irene and determined that it would be “passenger verses driver” type of case. Passenger verses driver meant that the passenger in the vehicle would sue the driver’s insurance for medical and personal injury expenses. Robert then had the CI pull the report again on this crash. The CI pulled it and then faxed it to him at the location of his request. Robert took the report and made a clean copy then went meet with Irene and Rocha and signed him up for Ronald Reynolds’ legal services. The CI provided me with certain paperwork related to this transaction. I reviewed the paperwork that included a “Ronald E. Reynolds & Associates, PLLC Personal Injury Questionnaire,” Ronald E. Reynolds & Associates, PLLC Attorney-Client Agreement,” Ronald E. Reynolds & Associated, PLLC Patient Letter, and the applicable accident report on this crash. The questionnaire was filled out on February 28, 2013. The attorney-client agreement was signed by Ricardo Rocha and his parent Yesenia Mendoza.

On March 1, 2013, the CI went with Robert Ramirez Valdez, Sr. to 5100 Wertheimer, Suite 200, Houston, Texas 77056 to meet with attorney Ronald E. Reynolds around 3 p.m. Once at the location the CI accompanied Robert into Reynolds’ lobby which is located on the second floor of the building. Robert told the receptionist that he was here for Ron Reynolds. She was a black female sitting behind the reception desk. She was probably in late 20 early 30s. She then called Ron on the phone and said that Robert Valdez is here to see you. She then told Robert and the CI that he would be right out. Robert and the CI waited about 5 minutes or so and then Reynolds came and got them. Robert and the CI walked out the double doors into the hallway and Robert and Reynolds made small talk about the rodeo, specifically the Mary J. Blige concert that Reynolds was going to that night. They then shock hands and Reynolds handed Robert a small white envelope and Robert put the envelope in his pocket. Then Reynolds went on and talked with a couple of ladies that were waiting for him. Robert was then ready to go and all of us, the two ladies that were waiting for Reynolds, Reynolds, Robert and the CI all got in the elevator. Once we got to the first floor, the CI and Robert went to their vehicle and Reynolds went to his vehicle by himself. Robert was driving the Dodge Charger and he started revving the engine trying to show off the Charger while leaving the parking garage. Once Robert and the CI got in the vehicle, Robert pulled the envelope from his pocket and started counting the money. The CI saw the money in the envelop and it appeared to be multiple 100 dollar bills. The CI was not sure of exactly how many, but at least 10 or so 100 dollars bills. The CI stated that Robert drove to a Chase bank and deposited the money.

Affiant is familiar with offenses that relate to Barratry and Solicitation of Professional Employment. Based on the information detailed above, Affiant believes that Ronald E. Reynolds has committed the offense of Barratry, a 3rd Degree Felony.

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 **AFFIANT**

SUBSCRIBED and SWORN to before me by said affiant on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2013.

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**Assistant District Attorney**

Montgomery County, Texas

**MAGISTRATE'S FINDING AND ORDER**

On this the \_\_\_\_\_ day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2013, I examined the foregoing affidavit and find that probable cause exists for the issuance of an order of arrest for the above named accused.

It is therefore ORDERED that the COUNTY CLERK of MONTGOMERY COUNTY, upon the filing of a proper complaint and information, will forthwith issue a capias for the body of the accused.

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 Bond Amount

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**JUDGE**

Montgomery County, Texas