



**GOT TICKETS?  
TRAFFIC TICKET DEFENSE**

WARRANTS LIFTED \* LICENSE SUSPENSIONS  
CDL CARRIERS \* PERSONAL TICKETS  
**THE BELTZ LAW FIRM**

**214-321-4105** 10103 GARLAND ROAD  
DALLAS, TEXAS 75218

LAST NAME		FIRST NAME		MIDDLE NAME	
STREET ADDRESS		STREET NAME		APT #	CITY
STATE		ZIP CODE			
E-MAIL ADDRESS			Please note that if an e-mail is listed, it will be primary form of communication with you unless you have requested otherwise. Please read section 4.01 of the terms of service for further explanation.		
DL NUMBER		ISSUING STATE		EXPIRATION DATE	
TICKET/CITATION NUMBER		COURT WHO ISSUED TICKET		OFFENSE (e.g. speeding, no seatbelt)	
				IS IT IN WARRANT	
				YES / NO	
				YES / NO	
				YES / NO	
EMPLOYER NAME		EMPLOYER ADDRESS		EMPLOYER PHONE NUMBER	
ARE YOU A COMMERCIAL DRIVER (CDL CARRIER)?				YES / NO	
HAVE YOU TAKEN DEFENSIVE DRIVING IN THE LAST YEAR?				YES / NO	
WHAT IS YOUR DATE OF BIRTH?					
HOME PHONE		CELL PHONE		EMERGENCY PHONE	
				NAME:	
				NUMBER:	
DESCRIPTION OF THE OFFENSE(S)					

**HOW DID YOU HEAR ABOUT US?** REFERRAL YELLOW PAGES INTERNET LETTER OTHER

**DISCLAIMERS:** BY FILLING OUT THIS QUESTIONNAIRE YOU AGREE TO THE TERMS OF SERVICE LISTED ONLINE AT [www.beltzlaw.com](http://www.beltzlaw.com) and/or THE TERMS THAT ARE ATTACHED TO THIS PACKET. THIS IS A COOPERATIVE EFFORT BETWEEN YOU AND THE BELTZ LAW FIRM THAT REQUIRES CONSTANT COMMUNICATION. MAKE SURE TO READ OVER THE TERMS OF THE SERVICE CAREFULLY BEFORE HIRING OUR OFFICE SO THAT YOU HAVE A COMPLETE UNDERSTANDING OF THE SERVICES PROVIDED. YOUR WILLINGNESS TO PROVIDE US WITH REQUIRED DOCUMENTATION OR AUTHORIZATIONS AS WE STRIVE TO PROVIDE YOU WITH QUALITY LEGAL SERVICE IS KEY. IF YOU FAIL TO ADHERE TO THE TERMS OF SERVICE WE ACCEPT NO RESPONSIBILITY FOR ANY ADVERSE OUTCOME IN YOUR CASE.

**CREDIT CARD CHARGE AUTHORIZATION**  
 (Circle the applicable card logo)



<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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3 DIGIT CARD CODE:

CARD EXPIRATION DATE: \_\_\_\_\_

**CASE DESCRIPTION**

CASE NUMBER(S)	CASE DESCRIPTION(S)

TOTAL CHARGE AMOUNT FOR SERVICES PROVIDED: \_\_\_\_\_ \$ \_\_\_\_\_

CHARGE AMOUNT TODAY: \_\_\_\_\_ \$

REMAINING BALANCE OWED: \_\_\_\_\_ \$ \_\_\_\_\_

RECURRING CHARGE AMOUNT: \_\_\_\_\_ \$ \_\_\_\_\_

NUMBER OF MONTHS TO CONTINUE RECURRING CHARGE: \_\_\_\_\_

START DATE FOR RECURRING CHARGE: MONTH: \_\_\_\_ DAY \_\_\_\_ YEAR \_\_\_\_

**NAME ON CARD:**

FIRST NAME	MIDDLE NAME	LAST NAME

**BILLING ADDRESS:**

STREET ADDRESS	STREET NAME	CITY	STATE	ZIP

DATE	SIGNATURE

## ***Terms of Service***

**1.01** The terms of service are listed below for your review. Please read over the terms carefully before submitting your information to insure that you are in agreement with how your case will be handled if you choose to hire our office.

**1.02** Please be aware that filling out the questionnaire above does not make you a client of The Beltz Law Firm. These terms are listed to assist you in making a decision as to whether or not our office is the right fit for you. If after reading the terms, you are satisfied with how your case will be handled we encourage you to submit your information. Thereafter we can discuss payment arrangements so that we may finalize an attorney-client relationship between you and The Beltz Law Firm. **As always, if you have any questions feel free to call us at 1-866-921-3684.**

### ***Purpose of Representation***

**2.01** You understand that, if The Beltz Law Firm is retained, it is for the sole purpose of representation regarding certain Class "C" misdemeanors as outlined in the terms of service and your contact form above.

### ***Attorney's Fee***

**3.01** Generally, the attorney's normal fee for services rendered is at the rate of \$50-\$80 per citation if the offense is not in warrant and \$80-\$150 per citation if the offense is in warrant or is past the appearance date. Fees for CDL citations are \$150.00 per offense that is not in warrant and \$200.00 per citation if the offense is in warrant or past the appearance date. With citations that are **NOT traffic offenses** such as assault, public intoxication, and various other offenses, the attorney fees start at \$150-\$250. Trial fees are not included in this price estimate. For a discussion of the trial process and fees associated with trial please read paragraph 11.01. **IT IS AGREED THAT ALL FEES PAID IN RELATION TO YOUR CASE HAVE BEEN EARNED IMMEDIATELY DUE TO THE FACT THAT OUR FIRM HAS MADE ITSELF AVAILABLE TO TAKE CARE OF YOUR CASE AND HAS POSSIBLY FOREGONE OTHER MATTERS TO ASSIST YOU WITH YOUR CASE. FURTHER, YOUR FEE HAS BEEN PAID TO RESERVE THE RIGHT TO HIRE OUR OFFICE IN RELATION TO YOUR CASE.** The fees paid are usually consumed in the initial data entry and generation of documents sent to the court. However, this does not mean that all cases do not warrant some type of refund. For a detailed explanation of the refund policy, please read paragraph 12.01.

**3.02 PAYMENT PLANS.** We do accept payment plans for most cases. In order to qualify for a payment plan you must have a valid credit/ATM card from VISA, Mastercard or Discover. You will be required to accept a monthly recurring charge on your credit account until the balance is paid in full. Our office will divide the number of months (not to exceed 6 months). Once this number is calculated, we will round up to the next round dollar figure to alleviate odd billing amounts and to cover the cost that we incur by running your card multiple times. Further, if your card is declined anytime during the payment plan period, we reserve the right to modify the payment terms in order to avoid having an unpaid balance for the fees you owe at the time the card is declined. We also reserve the right to withdraw from your case if at any time your payment plan declines a payment.

**3.03 PAYMENTS MADE BY THIRD PARTIES.** We cannot accept payment from a third party without your express approval. If a third party makes a payment on your behalf or enters into a payment plan with our office and that credit card declines, we reserve the right to take legal action against you for the default. Any third party making a payment understands agrees to the terms of service insofar as it pertains to our office drafting monthly recurring charges from any card given to this office on behalf of a client. They understand that we will not provide services to any client without having a valid payment plan in place for the full amount of the monies owed. All third parties agree that if a credit card is cancelled and/or if claims of fraud are asserted against The Beltz Law Firm after receiving and accepting payment, that The Beltz Law Firm reserves the right to pursue legal action against that third party for procuring services for a client that they never truly intended to pay for causing The Beltz Law Firm to rely on those affirmations to its detriment. That if litigation is brought, the third party will be responsible for any and all attorney's fees in association with the claim.

### ***Communication***

**4.01** In an effort to control cost, and to continue to be proactive with most of our client's preferred method of communication, if you have provided our office with a valid e-mail address, all of our correspondence will be sent to that address. If you do not have a valid e-mail address, we will send you any and all correspondence via first class mail. It is strictly understood that this is a cooperative effort that we are undertaking. If at any time, you feel that you have not received an e-mail or written correspondence from our office it is imperative that you contact us immediately so that we may make attempts to remedy any communication deficiencies. We take steps to insure that all e-mail correspondence is received by setting read receipt controls to determine exactly when you have received a particular message. However, this is not 100% error free. Further, if we send first class mail to the address you have on file with our office and it is not returned as "undeliverable" we will assume that you have received it and have no way of knowing otherwise. For this reason, if more than 30 days has passed since hiring our office and you have not heard from our firm then it is your obligation to call us immediately to insure that the contact information we have for you is correct and not being blocked by your e-mail provider.

**4.02** If have you received correspondence from our office informing you of a court date we will attend on your behalf you should receive a second e-mail/letter detailing the outcome of that hearing within 7 days. If 7 days have passed from the date listed in the initial correspondence and you have not heard from our office we request that you take the proactive step of calling us for an update immediately to insure that you do not miss any important information that may have been sent but not received. If you do not receive correspondence from our office and wait over 30 days to contact our office after receiving an initial letter or e-mail informing you of a court date that we have attended for you, it may be too late to perform any required court conditions that you were instructed to complete within that time. You assume any and all responsibility as a result of your failure to disclose any communication errors that may have occurred after the 30 day window period from any correspondence informing you of our intentions to appear in court on your behalf. For example, if you have a court date on January 1<sup>st</sup> and have been informed of such by e-mail or first class mail, you should receive another correspondence from our office by January 7<sup>th</sup>. If you HAVE NOT received any type of correspondence from our office within that 7 day window call us immediately!

**4.03** Some clients would prefer that we contact them by phone. However, this form of communication does not memorialize the message in a way that can be verified by our office in future conversations with you. For this reason, we must memorialize the information we send to you in written form to insure that (1) you receive and (2) you understand the legal advice and instructions given. Although we do contact our clients by telephone, our main form of communication will not be by this method. You understand and agree that you are to check your e-mail and/or mail regularly throughout our representation. You are also responsible for reading any and all correspondence sent. Once that correspondence is read, if you have any questions regarding the instructions given, we will be glad to assist you with those inquiries. Simply call our office with the questions you may have. If you do not call our office after receiving our correspondence, and it has not been returned "undeliverable", we will assume that you read and understood the message given and are taking the appropriate actions as requested.

### **Compliance Documents**

**5.01 IF YOU HAVE RECEIVED A CITATION FOR NO DRIVER'S LICENSE, NO INSURANCE, NO INSPECTION, NO REGISTRATION, OR ANY OTHER VIOLATION THAT REQUIRES PROOF OF COMPLIANCE IN THE FORM OF DOCUMENTATION PROVIDED BY YOU, THEN YOU ARE REQUIRED TO PROVIDE OUR OFFICE WITH PROOF OF THESE DOCUMENTS. IF YOU DO NOT PROVIDE OUR OFFICE WITH THESE DOCUMENTS AT LEAST 3 DAYS PRIOR TO YOUR FIRST SETTING, THE DOCUMENTS ARE NOT CONSIDERED RECEIVED BY OUR OFFICE. THIS POLICY IS IN PLACE TO AVOID RECEIVING DOCUMENTS THE DAY BEFORE YOUR SETTING THEREFORE NOT GIVING OUR OFFICE ENOUGH TIME TO EVALUATE THE DOCUMENT RECEIVED AND ALLOWING US TO GET IT INTO YOUR FILE BEFORE THE HEARING. YOU UNDERSTAND BY HIRING OUR OFFICE THAT WE ARE A HIGH VOLUME FIRM. WE NEED AMPLE TIME TO PROCESS ANY DOCUMENT YOU INTEND FOR US TO USE ON YOUR BEHALF AT YOUR SETTING. WE STRIVE TO INFORM YOU OF EACH SETTING IN YOUR CASE AS SOON AS PRACTICABLE. WE ALSO STRIVE TO INFORM YOU OF ANY DOCUMENTS WE MAY NEED IN ORDER TO OBTAIN THE BEST POSSIBLE OUTCOME IN YOUR CASE.**

**5.02** To further detail the importance of proof of compliance issues. Many times we will receive proof of insurance for a date other than when the actual citation was issued. Or we may receive insurance covering a vehicle where you are not the named insured on the policy. It is your responsibility to provide us with the correct policy binder and the correct date of coverage for the date that you were issued the citation. If you are not a named insured, it is your responsibility to provide our office with a letter of permission from the owner of the vehicle establishing that you had authorization to drive the vehicle you were stopped in on the date of the offense.

**5.03 IF CORRECT COMPLIANCE IS NOT PROVIDED WE WILL CONSIDER THAT FAILURE A VIOLATION OF THE TERMS SET FORTH IN SECTION 9 AND MAY PLEA YOUR CASE OUT TO THE BEST POSSIBLE DEAL OFFERED AT THE TIME OF YOUR SETTING AND/OR WITHDRAW FROM YOUR CASE. IF THE DOCUMENT IS NOT RECEIVED BEFORE THIS 3 DAY PERIOD AND YOUR CASE IS PLEADED AND YOU THEN PROVIDE US WITH THE CORRECT INFORMATION REQUESTING THAT WE GO BACK INTO COURT TO REVERSE ANY DEAL ENTERED INTO WITH THE COURT, WE RESERVE THE RIGHT TO CHARGE YOU A RE-HANDLING FEE IF WE HAVE TO FILE A MOTION FOR NEW TRIAL OR ANY OTHER DOCUMENT ON YOUR BEHALF TO HAVE YOUR CASE RECONSIDERED BY THE COURT.** Remember, the legal fees are kept low for a reason. If you do not cooperate with our office in providing us with the information we need to help you, then you are causing our office and yourself to lose valuable time and money based on the fees charged. The key here is to get us the information we need fast and make sure that it is accurate. Do not waste the fee you have paid by ignoring our requests for information and documentation.

### **Association With Other Attorneys**

**6.01** Our office may associate on this matter with other lawyers, or law firms for the sole purpose of covering conflicting court dates on our calendar. Client's payment of a fee to our office represents Client's consent to the following terms of the association arrangement: (a) Our office will only associate with other attorneys when it is necessary to cover conflicts in our schedule to insure that someone is there to cover your case as outlined in the terms of service (b) You will not be charged for any fees associated with procuring the services of an attorney for covering any hearing necessary to resolve the matter we have been hired to handle (c) If another lawyer or law firm is used to cover a proceeding other than our office, we will provide to you the name and contact information of that attorney when requested (d) Once the proceeding is handled we will notify you of the outcome within a reasonable amount of time via the ways described below in paragraph 4.01.

### **Authorization of Attorney**

**7.01** The Attorney is also authorized to obtain all other information and reports relative to the subject matter of the terms of service, including but not limited to police and other investigative reports, statements of witnesses, and other evidentiary materials. Further, Client authorizes Attorney to sign and/or fill out on behalf of Client any and all court documents to dispose of your citations including but not limited to Surety Bonds, Appeal Bonds, Deferred Disposition Sheets, Straight Plea Agreements, Defensive Driving Agreements, applications for extensions of time to pay forms, etc. that the court requires. This Authorization of Attorney is limited to misdemeanor cases only and only applies to cases which the Attorney has been hired by Client.

### **Handling tickets in non-courts of record**

**8.01** Many Courts in the metroplex and surrounding areas are not "Courts of Record." This means that the court does not have the ability to record the testimony and evidence presented at trial for appeal. When our office receives citations from these courts we reserve the right to appeal your case to the County Court of Appeals where your citation was issued.

### **Client's Failure to Appear in Court, Communicate, or Provide Compliance Documents**

**9.01** You understand by reading these terms of service that some courts will require you to appear in open court to dispose of your case. In some instances we will require you to appear to obtain the best possible outcome in your case. Failing to attend a hearing can have a drastic affect on our ability to protect you and your driving record. If you have not contacted our office to request a reset and/or fail to attend a scheduled court date you are required to attend, *the attorney shall request deferred adjudication probation as the first option if you are eligible. If you are ineligible for deferred adjudication probation the attorney shall request defensive driving school if you are eligible. In many instances you must have supplied our office with proof of insurance and a copy of your current driver's license in order to receive either of these options. If you fail to supply our office with a copy of your insurance card and driver's license, and we are unable to obtain deferred adjudication or defensive driving for you, WE WILL PLEAD NOLO CONTENDRE IF WE ARE ON YOUR BOND AND/OR WITHDRAW FROM YOUR CASE TO AVOID A NISI JUDGMENT AND/OR ALLOW THE CASE TO GO INTO WARRANT IF WE ARE NOT ON YOUR BOND.*

**9.02** In many instances your failure to appear in court and/or your failure to communicate with our office as instructed will cause the issuance of a failure to appear citation, a warrant, and/or a conviction on your record. By hiring our firm you understand that you must (1) show up to any and all court appearances as directed by our office (2) provide our office with any required documentation establishing proof of insurance, driver's license, registration, etc. that is necessary to process your case and (3) to communicate regularly with our office regarding your case. If you cannot and/or fail to timely appear in Court on your court date and/or ignore our requests for information, fine amounts, etc., the attorney will represent you according to the terms of service.

### **Resetting Your Case**

**10.01** Courts understand that there will be situations when a court date must be rescheduled due to prior obligations and/or unforeseen circumstances. However, in most courts the attorney must file a written motion for continuance well in advance of the trial/pre-trial date and must give a good reason for the request. The reset is discretionary with the Judge, but are usually granted if the motion is filed within the required deadline. Our

office will be happy to assist you with the written request for continuance if you are required to appear in court and cannot make it and/or need more time to produce documents to establish compliance. The motion and fees associated with the request must be received at least 14 days prior to your hearing date. Our normal fee for drafting and submitting a request for continuance is \$50.00.

#### ***Trial Fees***

**11.01** Trial fees are separate from the original fee that is paid to our office. This is due to the time and expense that it takes to prepare for trial. Trial fees are estimated on a case-by-case basis. However, our normal fee ranges from \$250.00 for a trial before the judge and \$500.00 for a trial before a jury. We also have a "plea or dismiss" option that ranges in price. Please inquire further as to your particular case if you intend to take your case to trial. This inquiry and request must be made at least 14 days prior to your scheduled court date. If it is not received in that time frame, you drastically affect our ability to file motions for discovery and submit other documents that may be necessary to give you the best possible defense. We do not assume in any case that you wish to take your case to trial unless told otherwise and the trial fee is paid. If you do not make this trial request in the timeline stated, we will normally obtain the best possible outcome for you on the date of your scheduled hearing if the case is not altogether dismissed.

#### ***Refund Policy***

**12.01** As stated in paragraph 3.01 all fees paid are earned immediately due to low amount of fees charged for class "C" misdemeanors and the willingness of our firm to forego other matters to take care of your case(s). However, in limited cases where the attorney and/or his or her staff has not performed the initial data entry and/or attempted to call the courts or other municipalities in relation to your case, there may be a percentage refund given based on the amount of work performed. These types of refunds are reviewed on a case-by-case basis and must be requested no later than the 24 hours after procuring our services. If you wait past 1 full day, then you can reasonably assume that our staff has performed substantial services that total the amount of the fee paid. **In any event, no refund requests will be considered after the second day.**

**12.02** For example if you hire our office to lift a warrant for your arrest we immediately open your file and draft your documents to be expedited to the court. If, after sending these documents to the court we find out that your case is not bondable due to a previously entered agreement with the court, you can reasonably assume that we have performed enough work on your case to earn the fee described above. This policy is in place to cover the work it took to prepare your file and to offset any labor, gas and product fees incurred by our office. Further, you are the only person with knowledge of any previous agreements entered into and you should have known to tell our office that you had entered into a previous agreement with the court rendering our ability to file certain documents impossible.

**12.03** Another example that will not warrant a refund is when you have hired our office to represent you in court and the attorney appears on your behalf, determines that there is no legal reason for dismissal and enters into an agreement with the prosecutor that requires a deferral fee or fine be paid in order to keep the citation off your record or to keep the case from going into warrant. It is reasonable for you to assume that the amount of time expended by our office in setting up your file and attending at least one court date is justification for not issuing a refund. Not all cases are going to be dismissed. You cannot demand a refund based on the case being legally sufficient as a matter of law. For a further explanation please read paragraph 16.01.

**12.04** A case that will warrant a refund is one where our office is retained and you then decide within a 24 hour period that we may not be the right fit for you. Many times the paralegals have not completed the documents it takes to either lift your warrants and/or correspond with the court. In these instances, your case may be evaluated for a partial refund based on the amount of work performed.

#### ***Arbitration***

**13.01** Any controversy or claim between the Client and the Attorney arising out of the Attorney's representation of the Client shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), but not administered by the AAA with a panel of three arbitrators. The Attorney shall select an arbitrator, the Client shall select an arbitrator and those two arbitrators shall together select the third arbitrator. All arbitrators shall be neutral and have no direct or significant interest in the matter for which the Client retained the Attorney. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

#### ***Legal Construction***

**14.01** In case any one of more of the provisions contained in this terms of service shall for any reason, be held to be include, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this terms of service shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### ***Prior Terms of Services Superseded***

**15.01** Once our office has been retained this terms of service constitutes the sole and only terms of service of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

#### ***Guarantees***

**16.01** **We cannot guarantee any expected outcome or conclusion of the legal matter due to numerous and complicated factors which are beyond our control. We make no express warranties concerning this transaction, and hereby expressly disclaim any implied warranties concerning it. It is expressly understood and agreed that no other representations have been made to you except those set out in this Terms of service.**

## Driver Responsibility Law

**For your convenience The Beltz Law Firm has included the most recent law changes regarding driver responsibility in the State of Texas and the surcharges that apply to convictions for various class “C” misdemeanor traffic violations.**

### Points system

The Driver Responsibility law (TRC § 708; Article 10, House Bill 3588, 78th Legislative Session) establishes a system which assigns points to moving violations classified as Class C misdemeanors and applies surcharges to offenders, based upon the type of offense and the time period in which the citation was received. For each conviction, DPS will assign points to a person’s driver license as follows:

- Two points for a moving violation (defined by [37 TEX. ADMIN. CODE §15.89](#)) conviction in Texas or that of another state.
- Points will not be assigned for speeding less than 10% over the posted limit or for seat belt convictions.
- Three points for a moving violation conviction in Texas that resulted in a vehicle crash.
- Effective September 1, 2005, Child Safety Seat Violations will accrue two points.

Points accrued remain on the driver record for a period of three years from conviction date. An offense committed prior to September 1, 2003 will not apply to the assessment of points under the program.

### Points surcharges

DPS will assess a surcharge when the driver accumulates a total of six points or more on their record during a three-year period. The driver must pay a \$100 surcharge for the first six points and \$25 for each additional point.

### Annual surcharges for certain convictions

Drivers who receive a conviction for any of the following offenses that occur on or after September 1, 2003 are required to pay an **annual surcharge for three years from the date of conviction.**

- Driving While Intoxicated (DWI), or a DWI-related offense
  - First Conviction - \$1,000 annual surcharge
  - Second Conviction - \$1,500 annual surcharge
  - Any Conviction with a BAC of .16 or greater - \$2,000 annual surcharge
  
- Failure to Maintain Financial Responsibility
  - \$250 annual surcharge
  
- Driving While License Invalid
  - \$250 annual surcharge
  
- Driving without a Valid License (i.e.; No Driver License, No Commercial Driver License, No Endorsement Violation, No Motorcycle License, Operate with License for other Class Vehicle).
  - \$100 annual surcharge

Surcharges are automatically assessed for these convictions and do not accrue points. All surcharges assessed for this program are in addition to all other reinstatement fees required for other administrative actions and do not replace any administrative suspension, revocation, disqualification or cancellation action that results from these same convictions.

### Driver notification of surcharge and driver license suspension

The offending driver will be notified by mail to the address on record with DPS of the assessment of a surcharge on their driver license.

### Helpful phone numbers to help you dispose of any possible surcharges and/or fees associated with your citations:

FTA Hotline (automated service, Drivers License # is needed)	(800) 686 0570
DPS office Dallas Main Branch (Used for Surcharges)	214 861-2125
DPS office Austin Main Branch (Used for Surcharges)	512 424 2000