

Velva L. Price
District Clerk
Travis County
D-1-GN-18-007069
Chloe Jimenez

CAUSE NO. D-1-GN-18-007069

TURNQUIST PARTNERS REALTORS, INC.	§	IN THE DISTRICT COURT OF
d/b/a ENGEL & VÖLKERS AUSTIN,	§	
	§	
Plaintiff,	§	
	§	
v.	§	
	§	
ROBERT TURNER, ITCOA, LLC d/b/a	§	
INDEPENDENCE TITLE COMPANY, and	§	
SECURED LAND TRANSFER, LLC d/b/a	§	
INDEPENDENCE TITLE,	§	
	§	
Defendants.	§	TRAVIS COUNTY, TEXAS
	§	
_____	§	
ROBERT TURNER,	§	
	§	
Counter-Plaintiff,	§	
	§	
v.	§	
	§	
TURNQUIST PARTNERS REALTORS, INC.	§	
d/b/a ENGEL & VÖLKERS AUSTIN,	§	
	§	
Counter-Defendant.	§	419TH JUDICIAL DISTRICT

**ROBERT TURNER’S FIRST AMENDED COUNTERCLAIM AGAINST
TURNQUIST PARTNERS REALTORS, INC. D/B/A ENGEL & VÖLKERS AUSTIN**

TO THE HONORABLE COURT:

Counter-Plaintiff Robert Turner files this First Amended Counterclaim complaining of Counter-Defendant Turnquist Partners Realtors, Inc. d/b/a Engel & Völkers Austin, and in support would show the following:

DISCOVERY CONTROL PLAN

1. It is intended that discovery be conducted in accordance with a Level 3 discovery control plan under Rule 190.4 of the Texas Rules of Civil Procedure.

PARTIES

2. Robert Turner (“Turner”), an individual, is the Counter-Plaintiff herein.

3. Turnquist Partners Realtors, Inc. d/b/a Engel & Völkers Austin (“EVA”), a Texas corporation, is the Counter-Defendant herein and has made an appearance in this lawsuit.

JURISDICTION AND VENUE

4. The Court has subject-matter jurisdiction over this lawsuit because the amount in controversy is within the jurisdictional limits of this Court.

5. Venue is proper in Travis County pursuant to Section 15.002(a)(1), Texas Civil Practice & Remedies Code, because all or a substantial part of the events or omissions giving rise to the claims occurred in Travis County.

CONDITIONS PRECEDENT

6. All conditions precedent to the filing of this action have occurred, been performed, or been waived.

TRCP 47 STATEMENT

7. Turner seeks monetary relief over \$1,000,000.00.

FACTUAL BACKGROUND

8. EVA is a corporate real estate broker licensed by the State of Texas. Michele Turnquist and Kathryn Scarborough are real estate sales agents licensed by the State of Texas and sponsored by EVA.

9. Turner owned two adjacent lots fronting Lake Austin that he wished to sell (the “Properties”). A house and a boat dock were being built on one of the lots. The other lot had an existing boathouse, but was otherwise unimproved.

10. Turner contacted Turnquist and Scarborough to discuss the possibility of EVA listing the Properties. Turner was considering asking \$12 - \$13 million for both lots. Turner told Turnquist and Scarborough that he would pay EVA a total commission of 4.5% for each lot.

11. Turnquist told Turner that a 4.5 % commission was acceptable since EVA would offer a 2.5% commission to buyer's brokers, which would result in a 2% commission to EVA. Scarborough, however, was not satisfied with a 4.5% commission. Scarborough represented to Turner that there are agents who will not show property to their clients if the seller is not offering to pay the buyer's broker a 3% commission. Scarborough further represented to Turner that she recently lost a sale on a \$10 million property because the buyer's agent killed the deal after the seller refused to pay a 3% commission rather than the 2.5% commission the seller was offering. In making these representations, Scarborough intended to cause Turner to believe that if he agreed to pay EVA a 5% commission so that EVA would offer a 3% commission to a buyer's broker in order to avoid a situation where an agent does not show the Properties to a potential buyer or kills a deal after submitting or as a condition of submitting an offer.

12. In October 2017, Turner and EVA entered into listing agreements on the Properties ("Listing Agreements"). The total listing price for both lots was \$12,990,000, which included the new house and boat dock that were being built, as well as a high-end audio/video system that Turner planned to purchase and install in the home.

13. Based on Scarborough's prior representations regarding the need to offer a 3% commission to a buyer's broker, Turner agreed to pay EVA a 5% commission rather than the 4.5% commission he originally told Turnquist and Scarborough he wanted to pay. In return, EVA agreed to list the Properties on the Multiple Listing Service (MLS) and offer to pay a buyer's broker 3% of the 5% commission.

14. The Listing Agreements also provided that if EVA showed the Properties to one of EVA's clients, EVA could act as an intermediary (representing the interests of both Turner and the potential buyer) and would be paid a 4.5% commission. Prior to acting as an intermediary, however, EVA was required by the Listing Agreements and by law to notify Turner of that fact and the specific manner in which the dual representation would be conducted, including appointing separate EVA sales agents to represent Turner and the potential buyer.

15. In violation of the Listing Agreements, and contrary to the representations Scarborough made to Turner to induce him to agree to pay EVA a 5% commission, EVA advertised on the MLS from the outset that buyer's brokers would be paid a 2.5% commission and/or later amended the MLS listing to lower the commission to be paid to a buyer's broker from 3% to 2.5%.

16. In or around May 2018, Scarborough showed the Properties to Lauree Moffett. Ms. Moffett was represented by an attorney, but she was not represented by a buyer's broker. At that time, Moffett was not a client of EVA's.

17. In June 2018, Moffett made a \$10,200,000 offer for both properties through her attorney. Turner countered at \$11,990,000, which Moffett did not accept.

18. Moffett and/or her attorney requested that Scarborough ask Turner whether and by what amount he would reduce his asking price if he did not have to incur the costs of finishing the boat dock, if he did not have to incur the costs of purchasing and installing the audio/video system, and if he did not have to pay the 3% commission to buyer's broker since Moffett was not represented by a buyer's broker.

19. Scarborough contacted Turner and asked whether and by what amount he would reduce his asking price if he did not have to finish the boat dock, if he did not have to purchase and install the audio/video system, and if he did not have to pay 3% of the 5% commission to a buyer's broker. (Scarborough would later admit that as of this point in time, she was acting in both Moffett's and Turner's best interests and had spent numerous hours with Moffett going over the inspection report, going over Moffett's repair requests, drafting Moffett's amendments for the repair requests to submit to Turner, and generally guiding and helping Moffett through the entire process.)

20. After running the numbers, Turner told Scarborough he would make a \$490,000 concession based on not having to finish the boat dock, not having to purchase and install the audio/video system, and not having to pay 3% of the 5% commission to a buyer's broker. Turner specifically confirmed with Scarborough that he would not have to pay 3% of the 5% commission if he made these concessions, which Scarborough confirmed and agreed. Based on Scarborough's promise, agreement, and representation, Turner agreed to concessions totaling \$490,000 and authorized Scarborough to communicate this \$490,000 concession to Moffett's attorney that he reduced his asking price by \$490,000, which would reduce Turner's last asking price of \$11,990,000 down to \$11,500,000. Turner did not authorize Scarborough to make a concession for any amount other than \$490,000.

21. Scarborough contacted Moffett's attorney and told him that Turner had reduced his asking price based on not having to pay to finish the boat dock, purchase and install the audio/video system, and pay a buyer's broker commission. Disregarding the authority Turner had given her, it is believed that Scarborough communicated to Moffett's attorney a concession

of only \$250,000. Thereafter, Moffett increased her offer to \$10,600,000, which Turner did not accept.

22. Not long thereafter, Turner's attorney took over the negotiations. Subsequent negotiations between Moffett's attorney and Turner's attorney resulted in an agreed sales price of \$11,200,000 for the Properties. Turner and Moffett entered into sales contracts for each lot. Defendant Independence Title Company was the designated closing agent.

23. Despite having previously promised Turner that he would not have to pay 3% of the 5% commission, EVA instructed Independence Title to pay EVA a 4.5% commission out of Turner's sales proceeds. When Turner learned what EVA was trying to do, he instructed Independence Title Company to not pay EVA a 4.5% commission.

24. When EVA learned that Turner refused to pay a 4.5% commission, Turnquist and Scarborough conspired and agreed in writing, through internal emails between themselves and one of their employees, to represent untruthfully to Turner and Turner's attorney that EVA acted as an intermediary pursuant to the Listing Agreements and therefore EVA was entitled to a 4.5% commission under the terms of the Listing Agreements. In furtherance of their plan to knowingly misrepresent that they acted as intermediaries, Turnquist forwarded to Turner and his attorney an email authored by Scarborough in which Scarborough admitted that she "*acted in everyone's interest*" in order to get the deal done. Scarborough also stated in her email that the only reason she did not indicate on the sales contract that she acted as an intermediary was because she did not want to "*muddy the waters.*" Despite their untruthful efforts, Turner refused to pay a 4.5% commission to EVA.

25. After Turner's attorney pointed out to EVA that neither of the sales contracts indicated that EVA acted as an intermediary, EVA changed its story and claimed it did not act

as an intermediary and demanded that it be paid a 5% commission. (EVA had also never appointed another sales agent to represent Moffett, never advised Turner that Scarborough was also representing Moffett's interest, and never provided Turner with the notice required by the Listing Agreements and by law prior to representing Moffett's interest.)

26. Turner refused to pay EVA anything more than the 2% commission EVA had previously agreed to.

CAUSES OF ACTION

27. Under Texas common law and pursuant to Section 1101.803, Texas Real Estate License Act, EVA is liable for its own conduct and the conduct of its sponsored sales agents, including Scarborough and Turnquist.

28. Turner asserts each of the following causes of action in the alternative and/or in addition to all other causes of action asserted herein, as appropriate and necessary.

A. BREACH OF FIDUCIARY DUTY

29. Turner incorporates the preceding paragraphs for all purposes as if set forth fully herein.

30. Turner sues EVA for breach of fiduciary duty.

31. Under Texas common law and pursuant to the Texas Real Estate License Act and the Texas Real Estate Commission's rules and canons of professional ethics and conduct, including, but not limited to, Rules 531.1 (Fidelity), 531.2 (Integrity), and 535.156 (Dishonesty, Bad Faith, and Untrustworthiness), EVA and its sales agents owed Turner a fiduciary duty, which included the duty to refrain from self-dealing, the duty to deal fairly and honestly with Turner, the duty of candor, the duty to act with integrity of the strictest kind, the duty of full disclosure, the duty to be faithful and observant to the trust Turner

placed in EVA, the duty to be scrupulous and meticulous in performing its functions, the duty not to place its own interest above that of Turner's, the duty to ensure that Turner understood clearly whose interests EVA represented if in addition to his own, and the duty to convey to Turner all known information which may affect his decisions relating to the sale of the Properties.

32. EVA, Scarborough, and/or Turnquist breached their fiduciary duties to Turner by, among other things, (i) inducing Turner to pay EVA a 5% commission rather than the 4.5% commission Turner originally wanted to pay by representing to Turner that offering a 2.5% commission to buyer's brokers would result in the Properties being shown to fewer potential buyers and/or risking that a buyer's broker might "blow a deal" if a 3% commission was not paid; (ii) advertising on MLS that buyer's brokers would be paid a 2.5% commission after inducing Turner to agree to pay EVA a 5% commission so that EVA could offer buyer's brokers a 3% commission; (iii) representing to Turner that he would not have to pay 3% of the 5% commission in order to induce Turner to adjust his asking price accordingly without honoring that representation; (iv) failing to ensure that Turner understood clearly that EVA intended that Turner would pay a 4.5% or 5% commission despite his \$490,000 concession; (v) remaining silent after Scarborough knew or should have known that Turner factored into his \$490,000 concession that he would not have to pay 3% of the 5% commission; (vi) representing Moffett's interest; (vii) failing to advise Turner that EVA was representing Moffett's interest; (viii) failing to appoint another sales agent to represent Moffett's interests; (ix) demanding that Turner pay EVA a 4.5% commission at closing after inducing Turner to adjust his asking price by representing that he would not have to pay 3% of the 5% commission; (x) demanding that Turner pay EVA a 5% commission at closing

after inducing Turner to adjust his asking price by representing that he would not have to pay 3% of the 5% commission; (xi) conspiring to make untruthful statements to Turner and his attorney in an effort to try to convince Turner that EVA was entitled to a 4.5% commission; and (xii) forwarding Turner and his attorney an email making untrue statements in furtherance of their effort to try to convince Turner that EVA was entitled to a 4.5% commission.

33. EVA's, Scarborough's, and/or Turnquist's breach of their fiduciary duty was the legal cause of damages to Turner, for which compensation is now sought.

34. In addition or in the alternative to his request for an award of actual damages, Turner seeks the equitable remedies of forfeiture of all amounts sought by EVA through its claims against Turner in this lawsuit, disgorgement of the 2% commission paid to EVA at closing, and/or rescission of the Listing Agreements and the return of the 2% commission paid to EVA at closing.

35. In addition to his request for an award of actual damages and for equitable remedies, Turner seeks an award of exemplary damages based on EVA's conduct.

B. BREACH OF WRITTEN CONTRACT.

36. Turner incorporates the preceding paragraphs for all purposes as if set forth fully herein.

37. Turner sues EVA for breach of written contract.

38. EVA breached the Listing Agreements by, among other things, listing in the Multiple Listing Service that Turner was offering to pay a 2.5% commission to buyer's agents rather than a 3% commission.

39. EVA's breach of contract was the legal cause of damages to Turner, including nominal damages, for which compensation is now sought.

C. BREACH OF ORAL CONTRACT.

40. Turner incorporates the preceding paragraphs for all purposes as if set forth fully herein.

41. Turner sues EVA for breach of oral contract.

42. EVA offered and agreed to take only 2% of the 5% commission in exchange for Turner reducing his asking price by the amount he would not have to incur finishing the boat dock, the amount he would not have to incur purchasing and installing the audio/visual system, and the 3% commission he would not have to pay a buyer's broker. Turner accepted EVA's offer by agreeing to concessions totaling \$490,000 and authorizing Scarborough to communicate to Moffett's attorney that Turner reduced his asking price by \$490,000.

43. EVA breached the parties' oral agreement by, among other things, refusing to accept a 2% commission at the time of closing and instead demanding a 4.5% and 5% commission.

44. EVA's breach of contract was the legal cause of damages to Turner, including nominal damages, for which compensation is now sought.

D. PROMISSORY ESTOPPEL

45. Turner incorporates the preceding paragraphs for all purposes as if set forth fully herein.

46. Turner sues EVA for promissory estoppel.

47. EVA promised Turner that it would take only 2% of the 5% commission if Turner would reduce his asking price by the amount he would not have to incur finishing the

boat dock, the amount he would not have to incur purchasing and installing the audio/visual system, and 3% commission he would not have to pay a buyer's broker. Turner reasonably and substantially relied upon EVA's promise to his detriment by agreeing to concessions totaling \$490,000 and authorizing Scarborough to communicate to Moffett's attorney that Turner reduced his asking price by \$490,000. Turner's reliance was foreseeable by EVA.

48. EVA breached its promise by, among other things, refusing to accept a 2% commission at the time of closing and instead demanding a 4.5% and 5% commission.

49. Injustice can only be avoided by enforcing EVA's promise.

E. COMMON-LAW FRAUD

50. Turner incorporates the preceding paragraphs for all purposes as if set forth fully herein.

51. Turner sues EVA for common-law fraud.

52. EVA committed fraud through Scarborough's false and material representation to Turner that the Properties would be shown to fewer potential buyers if Turner did not agree to pay buyer's brokers a 3% commission. Scarborough knew the representation was false or made it recklessly as a positive assertion without knowledge of its truth. Scarborough made the representation with the intent that Turner rely on it in deciding whether to pay EVA a 5% commission rather than the 4.5% commission Turner originally told Turnquist and Scarborough he would pay. Turner relied on Scarborough's representation in agreeing to pay EVA a 5% commission.

53. In addition, EVA committed fraud through Scarborough's false and material representation that Turner would only have to pay 2% of the 5% commission. Scarborough knew the representation was false or made it recklessly as a positive assertion without

knowledge of its truth. Scarborough made the representation with the intent that Turner rely on it in deciding whether and by what amount to adjust his asking price. Turner relied on Scarborough's promise in adjusting his asking price.

54. In addition, EVA committed fraud by non-disclosure through Scarborough's false and material representation that Turner would only have to pay 2% of the 5% commission. When Turner advised Scarborough that he reduced his asking price to 11,500,000 based on the \$490,000 he calculated he would save on the boat dock, the audio/video system, and the 3% commission, Scarborough failed to disclose to Turner that EVA intended that Turner would pay a 4.5% or 5% commission. Scarborough had a duty to disclose that information to Turner but chose to remain silent, intending that Turner would factor the 3% savings into his adjusted asking price. Turner relied on Scarborough's non-disclosure in adjusting his asking price.

55. EVA's fraudulent conduct was the legal cause of damages to Turner, for which compensation is now sought. Turner also seeks an award of exemplary damages.

F. STATUTORY FRAUD

56. Turner incorporates the preceding paragraphs for all purposes as if set forth fully herein.

57. Turner sues EVA for statutory fraud under Chapter 27, Texas Business & Commerce Code.

58. EVA committed statutory fraud through Scarborough's false and material representation to Turner that the Properties would be shown to fewer potential buyers if Turner did not offer to pay buyer's brokers a 3% commission. Scarborough made the representation for the purpose of inducing Turner to agree to pay EVA a 5% commission

rather than the 4.5% commission Turner originally told Turnquist and Scarborough would to pay. Turner relied on Scarborough's representation in agreeing to pay EVA a 5% commission.

59. In addition, EVA committed statutory fraud through Scarborough's false and material promise that Turner would only have to pay 2% of the 5% commission. Scarborough's promise was material, EVA never intended to fulfill the promise, the promise was made for the purpose of inducing Turner to adjust his asking price so that Turner and Moffett would enter into sales contracts for the Properties. Turner relied on Scarborough's promise in adjusting his asking price which ultimately resulted in Turner and Moffett entering into sales contracts for the Properties.

60. EVA's fraudulent conduct was the legal cause of damages to Turner, for which compensation is now sought.

61. Turner also seeks an award of exemplary damages. In support, Turner would show that Scarborough made the false representations and promises described above with actual awareness of the falsity thereof. Turner would also show that EVA had actual awareness of the falsity of the representations and promises made by Scarborough, EVA failed to disclose the falsity of the representations and promises to Turner, and EVA benefitted from the false representations and promises.

G. NEGLIGENCE

62. Turner incorporates the preceding paragraphs for all purposes as if set forth fully herein.

63. Turner sues EVA for negligence.

64. EVA and its sales agents owed Turner a duty to use that degree of skill and care commensurate with the requirements of their profession in their dealings with Turner. EVA breached its duty to Turner by, among other things, (i) advising Turner that only offering a 2.5% commission to buyer's brokers would result in the Properties being shown to fewer potential buyers; (ii) advertising on MLS that buyer's brokers would be paid a 2.5% commission after advising Turner offering a 2.5% commission to buyer's brokers would result in the Properties being shown to fewer potential buyers; (iii) advising Turner that he would not have to pay 3% of the 5% commission; (iv) representing Moffett's interest; (v) failing to advise Turner that EVA represented Moffett's interest; (vi) failing to advise Turner that EVA intended that Turner pay a 5% commission; and (vii) failing to appoint another EVA sales agent to represent Moffett.

65. EVA's negligence was the proximate cause of damages to Turner, for which compensation is now sought.

66. Turner also seeks an award of exemplary damages. In support, Turner would show that EVA's and/or Scarborough's conduct constituted gross negligence.

H. NEGLIGENCE PER SE

67. Turner incorporates the preceding paragraphs for all purposes as if set forth fully herein.

68. Turner sues EVA for negligence per se.

69. The Texas Real Estate License Act and the rules of the Texas Real Estate Commission establish standards of conduct owed by brokers and sales agents to their clients, including, but not limited to, Section 1101.559(c) (Broker Acting as Intermediary), Section 1101.651(d)(4) (Certain Practices Prohibited), and Section 1101.652(b)(1), (2), (5), (7), and

(15) of the Texas Real Estate License Act, as well as Rule 531.1 (Fidelity), Rule 535.2 (Broker Responsibility), Rule 535.145 (False Promise), and Rule 535.156 (Dishonesty, Bad Faith, and Untrustworthiness) of the Texas Real Estate Commission.

70. Turner belongs to the class of persons whom these statutes and rules are intended to protect. These statutes and rules are also intended to prevent the very harm Turner suffered as a result of EVA's conduct. As a result, EVA's conduct described above in Paragraph 64 constitutes negligence per se.

71. EVA's negligence per se was the proximate cause of damages to Turner, for which compensation is now sought.

72. Turner also seeks an award of exemplary damages. In support, Turner would show that EVA's and/or Scarborough's conduct constituted gross negligence.

I. NEGLIGENT MISREPRESENTATION

73. Turner incorporates the preceding paragraphs for all purposes as if set forth fully herein.

74. Turner sues EVA for negligent misrepresentation.

75. EVA committed negligent misrepresentation through Scarborough's representation to Turner that the Properties would be shown to fewer potential buyers if buyer's brokers were paid less than 3% commission. Scarborough did not exercise reasonable care or competence in obtaining or communicating that information to Turner. Turner justifiably relied on Scarborough's representation in agreeing to pay EVA a 5% commission.

76. In addition, EVA committed negligent misrepresentation through Scarborough's representation that Turner would only have to pay 2% of the 5% commission.

Scarborough did not exercise reasonable care or competence in obtaining or communicating that information to Turner. Turner relied on Scarborough's promise in adjusting his asking price.

77. EVA's negligent misrepresentation was the proximate cause of damages to Turner, for which compensation is now sought.

78. Turner also seeks an award of exemplary damages. In support, Turner would show that EVA's and/or Scarborough's conduct constituted grossly negligent misrepresentation.

ATTORNEYS' FEES AND COSTS OF SUIT

79. Turner incorporates the preceding paragraphs for all purposes as if set forth fully herein.

80. It was necessary for Turner to retain the services of the undersigned counsel to pursue his claims against EVA.

81. Pursuant to Chapter 38, Texas Civil Practice & Remedies Code, Turner seeks an award of reasonable attorneys' fees and costs of suit with regard to his claims against EVA for breach of written contract and breach of oral contract;

82. Pursuant to Paragraph 18 of the Listing Agreements, Turner seeks an award of reasonable attorneys' fees and costs of suit with regard to his claims against EVA for breach of written contract;

83. Pursuant to Chapter 27, Texas Business & Commerce Code, Turner seeks an award of reasonable attorneys' fees and costs of suit with regard to his claim against EVA for statutory fraud;

84. Pursuant to Paragraph 18 of the Listing Agreements, Turner seeks an award of reasonable attorneys' fees and costs of suit with regard to his claims against EVA for breach of oral contract, breach of fiduciary duty, promissory estoppel, common-law fraud, statutory fraud, negligence, negligence per se, and negligent misrepresentation. In support, Turner would show that EVA and Turner contractually agreed that reasonable attorneys' fees and costs of suit shall be awarded to the prevailing party in any legal proceeding brought as a result of a dispute under the Listing Agreements or any transaction related to or contemplated by the Listing Agreements; therefore, an award pursuant to Paragraph 18 of the Listing Agreements is not limited to the prevailing party on a claim for breach of the Listing Agreements.

EFFECT OF DISCIPLINARY ACTION ON LIABILITY

85. Pursuant to Section 1101.801, Texas Real Estate License Act, any disciplinary action that might hereafter be taken by the Texas Real Estate Commission against EVA or any of EVA's sponsored sales agents will not relieve EVA of its liability to Turner.

RELIEF REQUESTED

WHEREFORE, Turner prays that upon trial and hearing, the Court enter judgment in favor of Turner and against EVA on all of Turner's and EVA's claims, as follows:

1. Awarding actual damages requested herein, including nominal damages;
2. Ordering forfeiture of the amount of commissions for which EVA sues Turner in this lawsuit, and awarding such amounts to Turner;
3. Ordering disgorgement of the amount of commissions EVA previously received, and awarding such amounts to Turner, or, in the alternative, ordering rescission of the Listing Agreements and the return to Turner of the commissions EVA previously received
4. Awarding exemplary damages;

5. Awarding reasonable attorneys' fees, costs of suit, and litigation expenses;
6. Awarding pre-judgment and post-judgment interest at the highest rate allowed by law; and
7. Awarding such other legal and equitable relief to which Turner is justly entitled.

Respectfully submitted,

SPROUSE SHRADER SMITH PLLC

/s/ Jeffrey G. Henry

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**ATTORNEYS FOR DEFENDANT /
COUNTER-PLAINTIFF ROBERT TURNER**

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing was served on all counsel via the Court's electronic filing and service system and as indicated below on February 18, 2020.

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