

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

**TURNQUIST PARTNERS REALTORS,  
INC. D/B/A ENGEL & VÖLKERS  
AUSTIN,  
*Plaintiff,***

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**IN THE DISTRICT COURT OF**

v.

**ROBERT TURNER, ITCOA, L.L.C. D/B/A  
INDEPENDENCE TITLE COMPANY, and  
SECURED LAND TRANSFER, LLC d/b/a  
INDEPENDENCE TITLE,  
*Defendants.***

**TRAVIS COUNTY, TEXAS**

**419th JUDICIAL DISTRICT**

**DEFENDANT SECURED LAND TRANSFER, LLC’S COUNTERCLAIM**

Defendant Secured Land Transfer, LLC, d/b/a Independence Title files its Counterclaim against Plaintiff Turnquist Partners Realtors, Inc., d/b/a Engel & Volkers Austin and would respectfully show the Court as follows:

**I.  
COUNTERCLAIM: ATTORNEY’S FEES**

1. Plaintiff’s claims in this lawsuit arise from and are related to the sale of two properties in Austin, Texas—5201 Tortuga Trail and 5303 Tortuga Trail. 5201 Tortuga Trail was sold pursuant to a One to Four Family Residential Contract (Resale) between Robert Turner and Lesli Turner, as Seller, and Lauree Z. Moffett, as Buyer, effective July 18, 2018 (“5201 Tortuga Contract”). 5203 Tortuga Trail was sold pursuant to an Unimproved Property Contract between Robert Turner and Lesli Turner, as Seller, and Lauree Z. Moffett, as Buyer, effective July 18, 2018 (“5203 Tortuga Contract”). Independence Title (doing business under Secured Land Transfer LLC’s predecessor, Texas American Title Company) was appointed as escrow agent under the 5201 Tortuga Contract and 5203 Tortuga Contract.

2. Paragraph 17 of both the 5201 Tortuga Contract and 5203 Tortuga Contract provides—

ATTORNEY’S FEES: A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney’s fees and all costs of such proceeding.

3. Pursuant to Paragraph 17 of the 5201 Tortuga Contract and 5203 Tortuga Contract, Independence seeks recovery from Plaintiff of all its reasonable and necessary attorney’s fees and costs incurred in this proceeding, through trial and any appeal.

### PRAYER

Independence respectfully requests that upon a final hearing the Court order that Plaintiff recover nothing from Independence and award Independence its attorney’s fees and costs, post-judgment interest thereon at the highest rate permitted by law, and such further and other relief, at law or in equity, to which Independence may show itself justly entitled.

Respectfully submitted,

/s/ Jeffrey J. Hobbs  
**JEFFREY J. HOBBS**  
State Bar No. 24012837  
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**ATTORNEYS FOR DEFENDANT  
SECURED LAND TRANSFER, LLC  
D/B/A INDEPENDENCE TITLE**

**CERTIFICATE OF SERVICE**

I hereby certify that I caused a true and correct copy of the above and foregoing instrument to be delivered via electronic service and email to the following on August 29, 2019:

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/s/ Jeffrey J. Hobbs  
Jeff Hobbs