

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

In re:

**TODD A. PRINS and PAULA
R. PRINS,**
Debtors.

**WILLIAM B. OZER and
KAREN OZER,
Plaintiff,**

V.

**TODD A. PRINS d/b/a THE
PRINS LAW FIRM,
Defendants.**

[illegible]

Case No. 16-52187-cag

Chapter 7

Adv. Pro. No. _____

**EMERGENCY APPLICATION FOR TEMPORARY RESTRAINING ORDER AND
PRELIMINARY INJUNCTION, MOTION FOR EXPEDITED DISCOVERY, AND
MOTION FOR APPREHENSION OF DEBTOR TO COMPEL ATTENDANCE FOR
EXAMINATION**

TO THE HONORABLE COURT:

Plaintiffs William B. Ozer and Karen Ozer file this Emergency Application for Temporary Restraining Order and Preliminary Injunction, Motion for Expedited Discovery, and Motion for Apprehension of Debtor to Compel Attendance for Examination, and would respectfully show:

I. INTRODUCTION

1. This case involves a shocking and unprecedented fraud perpetrated by Debtor Todd A. Prins d/b/a the Prins Law Firm (“**Debtor**”). Debtor is a lawyer who represented Plaintiffs for nearly seven years in a civil lawsuit pending in Bexar County District Court in San Antonio, Texas. During that time, Debtor repeatedly lied to Plaintiffs about and misrepresented the status of their lawsuit. In furtherance of his fraud and lies, Debtor: (a) forged court documents, including judicial

opinions, orders, and final judgments, including forged signatures of federal and state district and appellate judges; (b) fabricated and forged numerous communications from various elected and appointed officials including, but not limited to, state court judges, federal judges, a former San Antonio mayor, and even the United States Attorney General; (c) claimed to have received over \$1.6 million in settlement funds for Plaintiffs but never disbursed the same; (d) failed to disclose to Plaintiffs that Debtor filed bankruptcy; (e) after filing bankruptcy, executed a \$1.6 million promissory note in favor of Plaintiffs; and (f) failed to disclose the promissory note in his bankruptcy schedules.

2. On November 4, 2016, Plaintiffs filed an Original Complaint to Determine Dischargeability and Objection to Discharge against Defendant Todd A. Prins d/b/a the Prins Law Firm (“**Debtor**”) alleging causes of action for: (a) fraud; (b) breach of fiduciary duty; (c) violation of the Texas Theft Liability Act; (d) conversion; (e) online impersonation; (f) objection to discharge under 11 U.S.C. § 727(a)(4); and (g) determination of dischargeability under 11 U.S.C. § 523(a)(2), (4). Plaintiffs also asserted a claim for a temporary restraining order and preliminary injunction, in support of which they now file this application.

3. Plaintiffs seek emergency relief and a limited temporary restraining order to preserve the status quo by: (a) enjoining Debtor from dissipating fund being held by Debtor in trust for Plaintiffs; (b) enjoin Debtor from destroying critical evidence; (c) appointing an auditor to conduct an accounting of all funds and monies received by Debtor in trust for Plaintiffs; (d) seizing and preserve Debtor’s computers and other electronic equipment until forensic mirror images of those portions pertaining to Plaintiffs can be obtained; and (e) compelling turnover of Plaintiffs’ client files in possession of Debtor.

II. EVIDENCE

4. With this application, Plaintiffs submit as **Exhibit A** the Declaration of William B. Ozer, with the following exhibits:

Exhibit A-1: April 19, 2011 e-mail from Debtor attaching April 19, 2011 “FINAL JUDGMENT”

Exhibit A-2: March 15, 2013 e-mail from Debtor attaching March 12, 2013 “FINAL JUDGMENT”

Exhibit A-3: October 4, 2013 e-mail from Debtor attaching opinion from Texas Supreme Court dated October 4, 2013

Exhibit A-4: December 17, 2013 e-mail from Debtor attaching opinion from Texas Supreme Court dated December 12, 2013

Exhibit A-5: February 10, 2014 e-mail from Debtor attaching “SHOW CAUSE ORDER” dated February 6, 2014

Exhibit A-6: May 27, 2014 e-mail from Debtor attaching “ORDER” dated May 23, 2014

Exhibit A-7: August 30, 2015 e-mail from Debtor attaching opinion from Fourth Court of Appeals dated August 28, 2015

Exhibit A-8: “ORDER APPOINTING RECEIVER” dated September 30, 2015

Exhibit A-9: September 7, 2016 e-mail from Debtor attaching order from the Fifth Circuit dated August 24, 2016

Exhibit A-10: September 12, 2016 e-mail from Debtor attaching order from the Seventh Circuit dated September 12, 2016;

Exhibit A-11: “AMENDED ORDER” dated September 14, 2016

Exhibit A-12: September 10, 2015 e-mail from Debtor attaching letter from Judge Casseb dated September 10, 2015

Exhibit A-13: December 3, 2015 e-mail from Debtor attaching letter from Judge Casseb dated December 2, 2015

Exhibit A-14: Letter from Judge Casseb dated January 6, 2016

Exhibit A-15: September 19, 2016 e-mail from Debtor

Exhibit A-16: October 11, 2016 e-mail from Debtor

Exhibit A-17: October 17, 2017 e-mail from Debtor

Exhibit A-18: June 15, 2016 e-mail from Debtor

Exhibit A-19: October 14, 2016 e-mail from Debtor attaching promissory note dated October 14, 2016

Exhibit A-20: October 19, 2016 e-mail from Plaintiffs to Debtor

Exhibit A-21: Various invoices from Debtor (2008—2014)

5. Plaintiffs also submit as **Exhibit B** the Declaration of Caroline Newman Small, with the following exhibits:

Exhibit B-1: Docket sheet for lawsuit styled *William B. Ozer v. Todd Gold, Two Seventy Seven GP, LLC, 633-4S, GP, LLC, LL&R Cornerstone GP, LLC, & REOC Partners, Ltd.*, Cause No. 2009-CI-18567, pending in the 150th Judicial District of Bexar County

Exhibit B-2: Search results for records in the Texas Supreme Court

Exhibit B-3: Search results for records in the United States District Court for the Western District of Texas

Exhibit B-4: Search results for records in the Texas Fourth Court of Appeals

Exhibit B-5: Search results for records in the United States Court of Appeals for the Fifth Circuit

Exhibit B-6: Search results for records in the United States Court of Appeals for the Seventh Circuit

Exhibit B-7: Search results for records in the United States District Court for the Central District of Illinois

Exhibit B-8: Docket sheet for lawsuit *Todd A. Prins v. Paula R. Prins.*, Cause No. 2016-CI-16158, pending in the 166th Judicial District of Bexar County

III. FACTS

A. Introduction.

6. In or around late 2008, Plaintiffs retained Debtor to represent them in a dispute, which became the subject of the lawsuit styled *William B. Ozer v. Todd Gold, Two Seventy Seven*

GP, LLC, 633-4S, GP, LLC, LL&R Cornerstone GP, LLC, & REOC Partners, Ltd., Cause No. 2009-CI-18567, pending in the 150th Judicial District of Bexar County (the “**Lawsuit**”). Ex. A ¶3. Debtor continued to represent Plaintiffs until they terminated him in October 2016. *Id.* ¶31, Ex. A-20.

7. During this time period, Debtor provided Plaintiffs with various updates on the Lawsuit’s status. Ex. A ¶5. With his updates, Debtor often provided Plaintiffs with documents, including motions, orders, opinions, and correspondence, that Debtor purported to be genuine, authentic, and official. *Id.* Many of these documents contained signatures of judges, insignia of various courts, file-stamps, and other unique identifying information that, from a non-lawyer’s perspective, would indicate that the documents were official, genuine, and authentic, as Debtor represented they were. *Id.*

8. Among other things, Debtor told Plaintiffs that they had obtained a final judgment in their favor and presented Plaintiffs with the purported final judgment. *Id.* ¶¶9-10, Exs. A-1, A-2. Unbeknownst to Plaintiffs, the Lawsuit had actually been abated. *Id.* ¶33. Over the next several years, and continuing post-petition, Debtor repeatedly lied to Plaintiffs and misrepresented the status of the Lawsuit, including, but not limited to, representing to them that the alleged final judgment was being appealed, that Debtor received over \$1.6 million in settlement funds, and that the funds were “frozen” in his IOLTA account due to the various appeals. *See id.* ¶¶5-30.

9. The scope of Debtor’s criminal and fraudulent conduct is unprecedented. While extent of his misconduct is still being uncovered, the recitation of facts below are just a few examples of the facts currently known that give rise to the causes of action asserted herein and the objections to discharge.

B. Debtor presented Plaintiffs with numerous judicial documents, representing that they were genuine, authentic, and official, for which there is no evidence of their existence in the public record.

10. Debtor presented Plaintiffs with dozens of various documents during the course and scope of his representation that he purported to be authentic, genuine, and official. *Id.* ¶¶5-30. However, there is no evidence in the public record to support their existence. Ex. B ¶¶3-9, Exs. B-1 through B-7. For example:

- Debtor represented to Plaintiffs that the Bexar County trial court rendered a favorable, final judgment in Plaintiffs' favor on April 19, 2011. Ex. A ¶9, Ex. A-1. In support of these representations, Debtor presented a "FINAL JUDGMENT" to Plaintiffs, which bore a bar code and was purportedly signed by the Honorable Richard Price, District Judge for the 285th Judicial District Court of Bexar County. *Id.* Debtor represented that the judgment was genuine and authentic. *Id.* The docket for the Lawsuit contains no reference to or evidence of this "FINAL JUDGMENT." Ex. B ¶3, Ex. B-1.
- Debtor represented to Plaintiffs that the Bexar County trial court rendered a favorable, final judgment in Plaintiffs' favor on March 12, 2013. Ex. A ¶10, Ex. A-2. In support of these representations, Debtor presented a "FINAL JUDGMENT" to Plaintiffs, which bore a bar code and was purportedly signed by the Honorable Laura Salinas, District Judge for the 166th Judicial District Court of Bexar County. *Id.* Debtor represented that the judgment was genuine and authentic. *Id.* The docket for the Lawsuit contains no reference to or evidence of this "FINAL JUDGMENT." Ex. B ¶3, Ex. B-1.
- Debtor represented to Plaintiffs that the Texas Supreme Court issued an opinion related to the Lawsuit. Ex. A ¶11, Ex. A-3. In support of these representations, Debtor presented a purported opinion from the Texas Supreme Court dated October 4, 2013,

bearing the insignia of the Texas Supreme Court, and indicating that it was “written” by Justice Wallace B. Jefferson and “signed and entered” by Justice Nathan L. Hecht. *Id.* Debtor represented that the opinion was genuine and authentic. *Id.* A search of the Fourth Court’s and the Texas Supreme Court’s docket contain no reference to or evidence of such proceedings. Ex. B ¶4, Ex. B-2.

- Debtor represented to Plaintiffs that the Texas Supreme Court issued another opinion regarding the Lawsuit. Ex. A ¶12, Ex. A-4. In support of these representations, Debtor presented another purported opinion from the Texas Supreme Court dated December 12, 2013, bearing the Texas Supreme Court insignia and the purported signatures of Chief Justice Nathan L. Hecht, Justice David M. Medina, and Justice Paul W. Green. *Id.* Debtor represented that the opinion was genuine and authentic. *Id.* A search of the Texas Supreme Court’s docket contains no reference to or evidence of such opinion. Ex. B ¶4, Ex. B-2.
- Debtor represented to Plaintiffs that the Bexar county trial court issued an order for the defendants in the Lawsuit to show cause. Ex. A ¶13, Ex. A-5. In support of these representations, Debtor presented Plaintiff with a “SHOW CAUSE ORDER” bearing the purported signature of the Honorable Richard Price, District Judge for the 285th Judicial District of Bexar County Texas. *Id.* Debtor represented that the order was genuine and authentic. *Id.* The docket for the Lawsuit contains no reference to or evidence of this “SHOW CAUSE ORDER.” Ex. B ¶3, Ex. B-1.
- Debtor represented to Plaintiffs that the defendants in the Lawsuit instituted a related proceeding in federal court and that certain orders were issued therein. Ex. A ¶14, Ex. A-6. In support of these representations, Debtor presented Plaintiffs with, among other

things, an “ORDER” purportedly signed by the Honorable Harry Lee Hudspeth, Senior United States District Judge for the Western District of Texas. *Id.* Debtor represented that the order was genuine and authentic. *Id.* A search of the PACER records for the Western District of Texas contain no reference to or evidence of these proceedings or the order. Ex. B ¶5, Ex. B-3.

- Debtor represented to Plaintiffs that the defendants in the Lawsuit filed another appeal with the Fourth Court of Appeals. Ex. A ¶15, Ex. A-7. In support of these representations, Debtor presented Plaintiffs with a purported opinion from the Fourth Court of Appeals, dated August 28, 2015, bearing the court’s insignia, and identifying the panel of justices as Chief Justice Sandee Bryan Marion, Justice Patricia Alvarez, and Justice Marialyn Barnard, who it indicated authored the opinion. *Id.* Debtor represented that the order was genuine and authentic. *Id.* A search of the Fourth Court’s docket contains no reference to or evidence of such proceedings or the opinion. Ex. B ¶6, Ex. B-4.
- Debtor represented to Plaintiffs that the Court appointed a receiver in the Lawsuit. Ex. A ¶16, Ex. A-8. In support of this representation, Debtor presented Plaintiff with an “ORDER APPOINTING RECEIVER,” dated September 30, 2015, and purportedly signed by the Honorable Solomon J. Casseb III, District Judge for the 288th Judicial District of Bexar County. *Id.* Debtor represented that the order was genuine and authentic. *Id.* The docket for the Lawsuit contains no reference to or evidence of this “ORDER APPOINTING RECEIVER.” Ex. B ¶3, Ex. B-1.
- Debtor represented to Plaintiffs that the United States Court of Appeals for the Fifth and Seventh Circuits also became involved in the Lawsuit. Ex. A ¶¶17-10, Exs. A-9,

A-10, A-11. In support of these representations, Debtor presented Plaintiffs with an “ORDER” dated and filed stamped August 24, 2016, bearing a Fifth Circuit caption and the purported signature of its Deputy Clerk. *Id.* ¶17, Ex. A-9. Debtor also presented Plaintiffs with a “MANDATE” dated and file stamped September 12, 2016, bearing a Seventh Circuit caption and the apparent signature of its Deputy Clerk. *Id.* ¶18, Ex. A-10. Debtor also presented Plaintiffs with an “AMENDED ORDER,” bearing a caption for the United States District Court and a purported signature of United States District Judge Fred Biery “SITTING AS CIRCUIT JUDGE IN THE SEVENTH CIRCUIT OF THE UNITED STATES.” *Id.* ¶19, Ex. A-11. Debtor represented that the “ORDER,” “MANDATE,” and “AMENDED ORDER” were genuine and authentic. *Id.* ¶¶17-19. The dockets for the Fifth and Seventh Circuits and the Western District of Texas contain no reference to or evidence of any such proceedings or the “ORDER,” “MANDATE,” and “AMENDED ORDER.” Ex. B ¶¶4, 5, 8, Exs. B-3, B-5, B-6.

11. In addition to constituting civil forgery, fabrication and falsification of judgments, orders, opinions, and other judicial documents such as those described above, including any forged signatures, would also violate several federal criminal statutes including, but not limited to, 18 U.S.C. § 505, 18 U.S.C. § 506, 18 U.S.C. § 912.

12. As non-lawyers, Plaintiffs reasonably and justifiably relied on Debtor’s representations, particularly because they were accompanied by what appeared to be official orders, opinions, and judgments, in making decisions about the Lawsuit, in paying Debtor’s invoices, and in continuing to engage Debtor as their lawyer. Ex. A ¶¶5-6, *see also* ¶¶8-26. Debtor never disclosed to Plaintiffs that the Lawsuit had been abated. *Id.* ¶¶32-33.

C. Debtor also presented Plaintiffs with various suspicious correspondence from local, state, and federal officials, regarding the Lawsuit and in connection with his representation of Plaintiffs.

13. From time to time, Debtor represented to Plaintiffs that certain local, state, and federal officials had somehow become involved in Plaintiffs' Lawsuit. Ex. A ¶¶20-25, Exs. A-12 through A-17. In support of these representations, Debtor presented Plaintiffs with various e-mails and correspondence. *Id.* For example:

- Debtor represented to Plaintiffs that Bexar County District Judge Solomon J. Casseb, III wrote at least three letters to United States District Judge Fred Biery regarding the Lawsuit. *Id.* ¶¶20, 21, 22, Exs. A-12, A-13, A-14. In support of these representations, Debtor presented Plaintiffs with a September 9, 2015 letter, a December 2, 2015 letter, and a January 6, 2016 letter all addressed to Judge Biery, and all on Judge Casseb letterhead and bearing his purported signature. *Id.* Debtor represented to Plaintiffs that these letters were genuine and authentic. *Id.*
- Debtor represented to Plaintiffs that Debtor had corresponded by e-mail with the United States Attorney General, Loretta Lynch, and presented Plaintiffs with numerous e-mail exchanges purportedly with the Attorney General, some of which bore the United States Department of Justice insignia. *Id.* ¶¶23-24, Exs. A-15, A-16. Debtor presented Plaintiffs with other correspondence regarding the Lawsuit purportedly with former San Antonio Mayor and former Justice of the Texas Fourth Court of Appeals, Phil Hardberger, United States District Judge Fred Biery, an Assistant United States Attorney, and others. *Id.* ¶¶23-25, Exs. A-15, A-16, A-17. Debtor represented to Plaintiffs that all of these e-mails and communications were genuine and authentic. *Id.*

14. Fabrication and falsification of such communications would violate several federal criminal statutes including, but not limited to, 18 U.S.C. § 505, 18 U.S.C. § 506, 18 U.S.C. § 912.

15. As non-lawyers, Plaintiffs reasonably and justifiably relied on Debtor's representations, particularly because they were accompanied by what appeared to be genuine and authentic correspondence, in making decisions about the Lawsuit, in paying Debtor's invoices, and in continuing to engage Debtor as their lawyer. Ex. A ¶¶5-6, *see also* ¶¶8-26

D. Debtor represented to Plaintiffs that the Lawsuit settled, that he was in possession of settlement funds, and that the funds were “frozen” in his IOLTA account.

16. All the while, Debtor had led Plaintiffs to believe, through his express and implied representations, that pursuant to various settlement agreements, Debtor had received \$1,603,769.28 in funds that were deposited into his IOLTA account (the “**Settlement Funds**”) and were being held in trust for Plaintiffs. Ex. A ¶¶26-27, Ex. A-18. Debtor never disbursed the Settlement Funds to Plaintiffs because, according to Debtor, they were “frozen” by the various purported proceedings and appeals, some of which are described above. *Id.* ¶¶26-27, 30, Ex. A-18. Specifically, on or about June 15, 2016, Debtor e-mailed Plaintiffs on representing that the Settlement Funds were “frozen” in Debtor's IOLTA account. *Id.* Ex. A ¶27, Ex. A-18. Plaintiffs never received the Settlement Funds. *Id.* ¶30.

E. Debtor files bankruptcy without informing Plaintiffs, executes a post-petition promissory note in favor of Plaintiffs for the amount of the Settlement Funds, then leaves the country without appearing at the scheduled Section 341 creditor's meeting.

17. On September 29, 2016, Debtor filed his voluntary bankruptcy petition. *See* Bankr. ECF No. 1.

18. Debtor did not inform Plaintiffs of the bankruptcy. Ex. A ¶29.

19. On October 14, 2016, Debtor executed a promissory note in favor of Plaintiffs in the amount of \$1,603,769.28 (the amount of the Settlement Funds) (the “**Note**”). *Id.* ¶28, Ex. A-

19. The Note states that it is to be paid within 45 days of demand. *Id.*

20. Debtor did not disclose the Note in his bankruptcy schedules. *See* Bankr. ECF No. 12. Additionally, although Debtor apparently filed for divorce on September 19, 2016, he filed his bankruptcy petition as a co-debtor with his wife, Paula R. Prins, and did not disclose their pending divorce proceeding in his bankruptcy schedules. *Id.*; Ex. B ¶10, Ex. B-8.

21. The Section 341 creditor’s meeting was scheduled to occur on November 1, 2016, at 2:00 p.m. Debtor did not attend. At the meeting, counsel for Debtor appeared and confirmed that Debtor told him that he was out of the country vacationing with his wife (and co-debtor), but did not know which country. Counsel for Debtor asserted that he was not aware of the pending divorce and could not explain why it was not disclosed in Debtor’s schedules.

F. Debtor’s egregious fraud and total betrayal of Plaintiffs’ trust warrants immediate and extraordinary relief, gives rise to various claims for damages, and warrants a denial of Debtor’s discharge.

22. Plaintiffs trusted Debtor as their lawyer to provide honest services and represent their best interests in the Lawsuit. Ex. A ¶4. Instead, Debtor concealed material facts from Plaintiffs regarding the Lawsuit, made numerous misrepresentations to Plaintiffs, presented falsified, fabricated, and forged documents to Plaintiffs and represented them to be genuine, authentic, and official, and refused to deliver the Settlement Funds to Plaintiffs. *See generally* Ex. A. After making repeated demands for the Settlement Funds, and becoming more and more suspicious of Debtor, Plaintiffs terminated Debtor. *Id.* ¶¶30-31, Ex. A-20. Over the course of Debtor’s representation, Plaintiffs paid Debtor over \$50,000 in attorney’s fees for his alleged services rendered. *Id.* ¶32, Ex. A-21.

IV. ARGUMENTS & AUTHORITIES

6. Pursuant to Fed. R. Bank. P. 7010 and Fed. R. Civ. P. 10(c), Plaintiffs incorporate by reference all of the allegations in each of the paragraphs above as if fully set forth herein.

A. Application for Temporary Restraining Order and Preliminary Injunction.

7. Injunctive relief is available in an adversary proceeding. Fed. R. Bankr. P. 7065; *see also* 11 U.S.C. § 105(a). The bankruptcy court must consider the traditional inquiries under Fed. R. Civ. P. 65. *In re Yukos Oil Co.*, 320 B.R. 130, 135 (Bankr. S.D. Tex. 2004) (citing *In re Zale Corp.*, 62 F.3d 746 (5th Cir. 1995)).

8. In order to obtain a temporary restraining order or preliminary injunction, a party must plead and prove the following: (i) a substantial likelihood of prevailing on the merits; (ii) a substantial threat of suffering irreparable harm if the injunction were not granted; (iii) that the threatened injury to outweighs whatever damage the proposed injunctive relief would cause; and (iv) that the granting of the injunction is not adverse to the public interest. *Clark v. Pritchard*, 812 F.2d 991, 993 (5th Cir. 1987); *Canal Auth. v. Callaway*, 489 F.2d 567, 572 (5th Cir. 1974) (en banc). As shown below, Plaintiffs have satisfied all of these elements in the specific allegations in the Original Complaint, and in this Application with the attached declarations and exhibits.

i. Substantial likelihood of success on the merits.

9. Plaintiffs assert claims for: (a) fraud; (b) breach of fiduciary duty; (c) violation of the Texas Theft Liability Act; (d) conversion; (e) online impersonation; (f) objection to discharge under 11 U.S.C. § 727(a)(4); and (g) determination of dischargeability under 11 U.S.C. § 523(a)(2), (4). Based on the shocking and unprecedented facts presented above, Plaintiffs have established a substantial likelihood of success on the merits of these claims.

10. Plaintiffs' first claim is for common-law fraud. The elements of fraud are: (a) that a material representation was made; (b) the representation was false; (c) when the representation was made, the speaker knew it was false or made it recklessly without any knowledge of the truth and as a positive assertion; (d) the speaker made the representation with the intent that the other party should act upon it; (e) the party acted in reliance on the representation; and (f) the party thereby suffered injury. *Italian Cowboy Partners, Ltd. v. Prudential Ins. Co. of Am.*, 341 S.W.3d 323, 337 (Tex. 2001). Debtor's repeated false misrepresentations to Plaintiffs regarding the Lawsuit is evidenced by the falsified documents, judicial decisions, correspondence, forged signatures, and impersonation of current and former local, state, and federal officials, including but not limited to the following:

<u>Date</u>	<u>Description</u>	<u>Details</u>	<u>EX.</u>
April 19, 2011	"FINAL JUDGMENT"	Forged signature of Richard Price, Bexar County District Court Judge for the 285 th Judicial District	A-1
March 15, 2013	"FINAL JUDGMENT"	Forged signature of Laura Salinas, Bexar County District Court Judge for the 166 th Judicial District	A-2
October 4, 2013	Opinion from Supreme Court of Texas	Bearing State of Texas insignia, Lawsuit cause number, "written by Chief Justice Wallace B. Jefferson and signed and entered . . . by Chief Justice Nathan L. Hecht"	A-3
December 12, 2013	Opinion from Supreme Court of Texas	Forged signatures of Chief Justice Hect, Justice David M. Medina, and Justice Paul W. Green	A-4
February 6, 2014	"SHOW CAUSE ORDER"	Forged signature of Richard Price, Bexar County District Court Judge for the 285 th Judicial District	A-5
May 23, 2014	"ORDER"	Forged signature of Harry Lee Hudspeth, Senior United States District Judge	A-6
August 28, 2015	Opinion from Texas Fourth Court of Appeals	Bearing insignia of Fourth Court of Appeals insignia, Lawsuit case number, identifies panel consisting of Justice Barnard, Chief Justice Marion, Justice Alvarez, and that Justice Barnard authored the opinion	A-7
September 9, 2015	Letter from Judge Casseb to Judge Biery	Forged signature of Solomon J. Casseb, III, Bexar County District Court Judge for the 288 th Judicial District	A-12

September 30, 2015	Order Appointing Receiver	Forged signature of Solomon J. Casseb, III, Bexar County District Court Judge for the 288 th Judicial District	A-8
December 2, 2015	Letter from Judge Casseb to Judge Biery	Forged signature of Solomon J. Casseb, III, Bexar County District Court Judge for the 288 th Judicial District	A-13
January 6, 2016	Letter from Judge Casseb to Judge Biery	Forged signature of Solomon J. Casseb, III, Bexar County District Court Judge for the 288 th Judicial District	A-14
August 24, 2016	Order from the U.S. Fifth Circuit	Forged file-stamp of Lyle W. Cayce, Clerk for the Fifth Circuit and forged signature of "Deputy Clerk"	A-9
September 12, 2016	Mandate from the U.S. Seventh Circuit	Forged file-stamp of Gino J. Agnello, Clerk for the Seventh Circuit and forged signature of "Deputy Clerk"	A-10
September 16, 2016	Amended Order	Forged signature of Hon. Fred Biery, as "United States District Judge Sitting as Circuit Judge in the Seventh Circuit of the United States"	A-11
September 19, 2016	E-mail	Forged e-mail and signature block of U.S. Attorney General Loretta Lynch, fake carbon copies to U.S. Attorney for District of Columbia Channing Phillips, and former San Antonio Mayor Phil Hardberger	A-15
September 29, 2016	DEBTOR FILES BANKRUPTCY		
October 11, 2016	E-mail	Fake e-mail to U.S. Attorney General Loretta Lynch, U.S. District Judge Fred Biery, and former San Antonio Mayor Phil Hardberger	A-16
October 17, 2016	E-mail	Fake e-mail to former San Antonio Mayor Phil Hardberger	A-17
October 17, 2016	Notice of Electronic Filing	Fake ECF Notice from the U.S. District Court for the Central District of Illinois	A-17

11. As non-lawyers, Plaintiffs reasonably and justifiably relied on Debtor's misrepresentations to their detriment by continuing to pay him for legal services, not receiving the Settlement Funds, and, unbeknownst to them, possibly compromising their position and claims in the Lawsuit. Ex. A ¶¶ 4-6, 9-30, 32.

12. Plaintiffs' second claim is for breach of fiduciary duty. The elements of a breach of fiduciary duty claim are: (a) a fiduciary relationship between the plaintiff and defendant; (b) a

breach by the defendant of his fiduciary duty to the plaintiff; and (c) an injury to the plaintiff or benefit to the defendant as a result of the defendant's breach. *Lindley v. McKnight*, 349 S.W.3d 113, 124 (Tex. App.—Fort Worth 2011, no pet.) (quoting *Lundy v. Masson*, 260 S.W.3d 482, 501 (Tex. App.—Houston [14th Dist.] 2008, pet. denied)). Defendant had a fiduciary duty to, among other things, provide truthful disclosures to Plaintiffs regarding their Lawsuit and to oversee Plaintiffs' funds and hold those funds in safekeeping for Plaintiffs. See *Beck v. Law Offices of Edwin J. (Ted) Terry, Jr., P.C.*, 284 S.W.3d 416, 429 (Tex. App.—Austin 2009, no pet.). Defendant breached that fiduciary duty by failing to disburse the Settlement Funds to Plaintiffs, and by charging them for legal services while he was engaged in an unprecedented fraud and deceiving Plaintiffs at every turn. Ex. A ¶¶30, 32, Ex. A-21. Plaintiffs have suffered harm as a result of this breach. *Id.*

13. In connection with their claim for breach of fiduciary duty, Plaintiffs have requested that a constructive trust be established and an accounting, including an appointment of an auditor to conduct the same. To obtain a constructive trust, Plaintiffs must prove (a) the breach of a special trust, fiduciary relationship, or actual fraud; (b) unjust enrichment of the wrongdoer; and (c) tracing to an identifiable *res*. *Troxel v. Bishop*, 201 S.W.3d 290, 297 (Tex. App.—Dallas 2006, no pet.). Here, Debtor had a special trust and fiduciary relationship with Plaintiffs as their lawyer. See *Beck*, 284 S.W.3d at 429. Debtor would be unjustly enriched were he able to retain any portion of the Settlement Funds that belong to Plaintiffs, or the fees paid by Plaintiffs to Debtor for legal fees that apparently were never rendered. The identifiable *res* are the Settlement Funds, which should be held in Debtor's IOLTA account, and the legal fees paid to Debtor.

14. To be entitled to an accounting, a plaintiff usually must have a contractual or fiduciary relationship with the party from which the plaintiff seeks the accounting. See *Hunt Oil*

Co. v. Moore, 656 S.W.2d 634, 642 (Tex. App.—Tyler 1983, writ ref'd n.r.e.). An equitable accounting is proper where the facts and accounts presented are so complex that the plaintiff cannot obtain adequate relief at law through standard discovery procedures. *T.F.W. Mgmt., Inc. v. Westwood Shores Property Owners Ass'n*, 79 S.W.3d 712 (Tex. App.—Houston [14th Dist.] 2002, pet. denied). Here, an accounting is proper to determine the amount, if any, of Settlement Funds or other proceeds were delivered to Debtor in trust for Plaintiffs, and where those funds have gone. Given Debtor's pattern of forgery and impersonation, an auditor is necessary to review Debtor's books, records, and electronic storage devices to trace the funds, which may have been transferred through use of other false names or accounts numbers.

15. Plaintiffs' third claim is for a violation of the Texas Theft Liability Act. Under the Texas Theft Liability Act, "theft" is defined as unlawfully appropriating property without the owner's effective consent. Tex. Civ. Prac. & Rem. Code § 134.002(2); Tex. Pen. Code § 31.003. By refusing to turn over Plaintiffs' Settlement Funds despite Plaintiffs' demands, Debtor has unlawfully obtained Plaintiffs' money without their consent. Ex. A ¶30.

16. Plaintiffs' fourth claim is for conversion. To establish a claim for conversion of personal property, a plaintiff must prove (a) he owned or had legal possession of the property or entitlement to possession; (b) the defendant unlawfully and without authorization assumed and exercised control over the property to the exclusion of, or inconsistent with, the plaintiff's rights as an owner; (c) he demanded return of the property; and (d) the defendant refused to return the property. *Khorshid, Inc. v. Christian*, 257 S.W.3d 748, 759 (Tex. App.—Dallas 2008, no pet.). Plaintiffs are the lawful owners of the Settlement Funds according to Debtor's representations. Debtor unlawfully and without authorization exercised dominion and control over the Settlement Funds by taking actions inconsistent with Plaintiffs' rights, and in particular, using the reserve

funds for improper purposes and refusing to return them to Plaintiffs. *Id.* ¶30. Plaintiffs have demanded return of the funds, and Defendant has refused to return the funds. *Id.*

17. Plaintiffs' fifth claim is for online impersonation. For this claim, a plaintiff must establish that the defendant: (a) knowingly or intentionally; (b) sends an e-mail that references a name, domain address, phone number, or other item of identifying information; (c) without obtaining the other person's consent; (c) with the intent to harm or defraud any person and with the intent to cause the recipient to reasonably believe that the other person authorized or transmitted the communication. Tex. Civ. Prac. & Rem. Code § 143.001; Tex. Penal Code § 33.07(b); *see also Anton v. Nat'l Sur. Corp.*, No. CV H-16-267, 2016 WL 4363406, at *4 (S.D. Tex. Aug. 16, 2016) (discussing elements of § 33.07(a) for civil claim). As set forth in the declarations and exhibits hereto, Debtor has impersonated, in e-mails, the following individuals, among others:

<u>Date</u>	<u>Description</u>	<u>Details</u>	<u>EX.</u>
September 19, 2016	E-mail	Forged e-mail and signature block of U.S. Attorney General Loretta Lynch, fake carbon copies to U.S. Attorney for District of Columbia Channing Phillips, and former San Antonio Mayor Phil Hardberger (phil.hardberger@yahoo.com)	A-15
September 29, 2016	DEBTOR FILES BANKRUPTCY		
October 11, 2016	E-mail	Fake e-mail to U.S. Attorney General Loretta Lynch (lynch.loretta5544@yahoo.com), U.S. District Judge Fred Biery (fred.biery@yahoo.com), and former San Antonio Mayor Phil Hardberger (phil.hardberger@yahoo.com)	A-16
October 17, 2016	E-mail	Fake e-mail to former San Antonio Mayor Phil Hardberger (phil.hardberger@yahoo.com)	A-17

18. Through these e-mail communications, which contain the names, e-mail address, and/or signature blocks of the persons identified therein, Debtor knowingly intended to cause

Plaintiffs to reasonably believe that he was in communication with the United States Attorney General, the U.S. Attorney for the District of Columbia, and former San Antonio Mayor Phil Hardberger. Ex. A ¶¶23-25.

19. Plaintiffs' sixth and seventh claims are an objection to discharge and for a determination of dischargeability under 11 U.S.C. § 727 and § 523, respectively. Courts have excepted discharges under circumstances less severe than those present here. *See, e.g., Powers v. Caremark, Inc.*, 261 Fed. Appx. 719 (5th Cir. 2008) (affirming bankruptcy court's judgment in favor of creditor in adversary proceeding for claim under Texas Theft Liability Act and that judgment was excepted from discharge under § 523(a)(4)); *In re Sherali*, 490 B.R. 104, (N.D. Tex. 2013) (entering judgment for creditor in adversary proceeding on claims of breach of fiduciary duty and others and holding judgment excepted from discharge under § 523(a)(4)).

20. A denial of discharge is warranted here because Debtor transferred or promised to transfer assets of the estate after filing for bankruptcy when he executed the Note, which he also failed to disclose in his bankruptcy schedules. *See* 11 U.S.C. § 727(a)(2), (4). Further, even if Debtor receives a discharge, his liability to Plaintiffs for the claims asserted in the Original Complaint are excepted from discharge because such liability is the result of Debtor's fraud or defalcation while acting in his fiduciary capacity to Plaintiffs. *See In re Sherali*, 490 B.R. at 124 ("Defalcation' for the purposes of 11 U.S.C. § 523(a)(4) is a willful neglect of duty, even if not accompanied by fraud or embezzlement.") (internal quotations omitted).

ii. *Substantial threat of irreparable harm.*

21. The purpose of a temporary restraining order is to preserve the status quo and prevent irreparable harm pending a trial on the merits. *Granny Goose Foods, Inc. v. Bhd. of Teamsters & Auto Truck Drivers Local No. 70 of Alameda County*, 415 U.S. 423, 439 (1974);

Wenner v. Texas Lottery Com'n, 123 F.3d 321, 326 (5th Cir. 1997). An irreparable injury is one that cannot be prevented or rectified by a final judgment, i.e., for which there is no adequate remedy at law. *Spiegel v. City of Houston*, 636 F.2d 997, 1001 (5th Cir. 1981). Further, irreparable harm can be demonstrated by showing that the defendant may be insolvent by the time of judgment or intends to dissipate assets. *bac Home Loans Servicing v. Texas Realty Holdings, LLC*, No. CV H-09-2539, 2012 WL 12872407, at *8 (S.D. Tex. Apr. 2, 2012) (granting injunctive relief where debtor failed to file disclosures and evidence supported intent to hide assets); *Amegy Bank Nat. Ass'n v. Monarch Flight II, LLC*, No. CIV.A. H-11-3218, 2011 WL 6091807, at *6 (S.D. Tex. Dec. 7, 2011) (granting injunctive relief based on evidence that defendant will not have assets to satisfy judgment and freezing funds relevant to the dispute); *Alexander v. Sav. Life Ins. Co.*, No. CIV.A. 87-1477, 1987 WL 13226, at *4 (E.D. La. June 30, 1987) (same).

22. Further, injunctive relief may be appropriate to preserve evidence and/or compel the return of property. *See, e.g., Baker Hughes, Inc. v. Homa*, No. H-11-3757, 2012 WL 1551727, at *8 (S.D. Tex. April 30, 2012) (noting that TRO was issued to enjoin defendants from “altering, destroying, deleting, or otherwise disposing of any hard drives, external storage devices, electronic documents,” among other things, that were relevant to the claims, and compelling defendants to return to the plaintiff all documents or computers containing information belonging to the plaintiff); *see also Newby v. Enron Corp.*, 302 F.3d 295, 299 (5th Cir. 2002) (noting that district court and state court entered various freeze orders “enjoining defendants from destroying, altering, or deleting Enron-related documents.”); *Propath Servs., LLP v. Ameripath, Inc.*, No. Civ.A.3:04-CV-1912-P, 2004 WL 2389214, at *8-9 (N.D. Tex. Oct. 21, 2004) (enjoining defendants from deleting, destroying, or altering documents and e-mails related to the plaintiff). Plaintiffs will suffer irreparable harm if their client files are not returned because Debtor maintains the only copy,

the files belong to Plaintiffs, and the files are necessary to not only evaluate Plaintiffs' position in and the true status of the Lawsuit, but also to evaluate any legal malpractice or other claims Plaintiffs may have against Debtor or his law firm.

23. Plaintiffs will also suffer irreparable harm if the Court does not issue injunctive relief. Although Plaintiffs seek significant monetary damages, there is a substantial threat that not only will Debtor not have assets to satisfy any judgment, but that he may conceal and/or transfer potential assets while the lawsuit is pending. *See* Ex. A ¶35. This is evidenced by Debtor's: (a) failure to disclose the Note on his bankruptcy schedules; (b) failure to disclose his divorce proceeding in his bankruptcy schedules; (c) leaving the county and failing to attend the Section 341 meeting; and (d) admittedly failing to provide the Trustee with the information required under Fed. R. Bank. P. 4002. *See* Bankr. ECF Nos. 11, 16. Moreover, Debtor's pattern of criminal and fraudulent conduct, including falsifying federal judicial opinions, creating dummy e-mails from federal agents and the former San Antonio mayor, and impersonating Judge Biery and Mayor Hardberger, it is clear that Debtor has no qualms about going to extreme measures to hide the truth. *See* Ex. A ¶35.

24. Based on this evidence, the Court can and should conclude that there is a substantial threat, absent injunctive relief, that Debtor will continue to mislead the Court about its finances and assets, and dissipate assets and other evidence essential to Plaintiffs' claims including, but not limited to, Plaintiffs' client file. By ordering the injunctive relief requested herein, the Court will only be maintaining the status quo until such time that the matter can be adjudicated on the merits.

iii. The injunctive relief is not adverse to the public interest.

25. The injunctive relief requested is narrow and aims to simply preserve the status quo. Such relief is not adverse to the public, who has an interest in ensuring that licensed attorneys

are held to the ethical standards, and indeed the law, with which they are bound to comply. On the contrary, the relief will serve the public's interest by preventing destruction of evidence and the potential for further fraud and/or dissipation of assets, particularly where other clients of Debtor's may be at risk. *See Alexander v. Sav. Life Ins. Co.*, 1987 WL 13226, at *4 (noting that potential loss of plaintiff and "others similarly situated" warranted injunctive relief). Further, compelling the return on Plaintiffs' own client file similarly serves the public interest. *See also In re McAnn*, 422 S.W.3d 701, 704-08 (Tex. Crim. App. 2013) (expressly holding that all contents of client file, including tape recordings, notes, and papers, belong to the client); Tex. Disciplinary Rules of Prof'l Conduct R. 1.15(d) ("Upon termination of representation, a lawyer shall . . . surrender[] papers and property to which the client is entitled.").

iv. No bond required.

26. Pursuant to Fed. R. Bankr. P. 7065, Plaintiffs are not required to post a bond.

v. Requested injunctive relief.

27. As demonstrated above, all of the factors relevant to Plaintiffs' request for injunctive relief have been satisfied. Plaintiffs request entry of a temporary restraining order as follows:¹

- ENJOINING Debtor from dissipating, dispersing, spending, transferring, withdrawing, selling, assigning, encumbering, using as collateral or other security, or in any other way using the Settlement Funds, or any other funds held by Debtor in trust for Plaintiffs, including any funds in any accounts held by The Prins Law Firm, including any IOLTA or operating accounts;

¹ The injunctive relief requested is consistent with other narrowly tailored injunctive relief awarded by other courts in the Fifth Circuit. *See, e.g., Amegy Bank Nat. Ass'n v. Monarch Flight II, LLC*, No. CIV.A. H-11-3218, 2011 WL 6091807, at *8 (S.D. Tex. Dec. 7, 2011) (TRO available at ECF No. 12 in 4:11-cv-03218, S.D. Tex.) (freezing assets and enjoining destruction of evidence); *see also Newby v. Enron Corp.*, 302 F.3d 295, 299 (5th Cir. 2002) (noting prior TROs enjoining destruction of evidence); *Baker Hughes Inc. v. Homa*, No. CIV.A. H-11-3757, 2012 WL 1551727, at *8 (S.D. Tex. Apr. 30, 2012) (noting that TRO enjoined defendants from destroying evidence); *Propath Services, L.L.P. v. Ameripath, Inc.*, no. CIV.A.3:04-CV-1912-P, 2004 WL 2389214, at *8 (N.D. Tex. Oct. 21, 2004) (entering preliminary injunction enjoining Defendants from destroying evidence); *Alexander v. Sav. Life Ins. Co.*, No. CIV.A. 87-1477, 1987 WL 13226, at *4 (E.D. La. June 30, 1987) (freezing assets where defendant was unlikely to satisfy judgment).

- ENJOINING Debtor from causing or aiding anyone who does or attempts to dissipate, disperse, spend, transfer, withdraw, sell, assign, encumber, use as collateral or other security, or in any other way use the Settlement Funds or any other funds held by Debtor in trust for Plaintiffs, including any funds in any accounts held by The Prins Law Firm, including any IOLTA or operating accounts;
- ENJOINING Debtor from taking or causing to be taken any action which would have the effect of concealing or removing from the jurisdiction of this Court, or that would have the effect of depreciating, damaging, or in any way diminishing the Settlement Funds or any other funds held by Debtor in trust for Plaintiffs, including any funds in any accounts held by The Prins Law Firm, including any IOLTA or operating accounts;
- ENJOINING Debtor from deleting, destroying, or altering any documents, e-mails, computers, servers, portable electronic devices, external hard drives or jump/flash drives, electronic documents, or hard-copy documents containing information related in any way whatsoever to Plaintiffs or the Lawsuit;
- ORDERING the immediate turnover of Plaintiffs' complete and entire client files to Plaintiffs, including all portions thereof including any and all internal e-mails, internal memos, communications, letters, analysis, invoices, payments, pleadings, research, etc., as well as drafts of any of the same (the "**Client Files**");
- In order to effectuate the turnover of Plaintiffs' complete and entire Client Files to Plaintiffs:
 - ORDERING the seizure of Debtor's computers, servers, portable electronic devices, external hard drives or jump/flash drives, or any other physical or electronic files that are in Debtor's possession, custody or control, including those located at: (1) Debtor's residence at 342 E. Nottingham, San Antonio, Texas 78209; (2) Debtor's law firm, The Prins Law Firm, 4940 Broadway Street, Suite #108, San Antonio, Texas 78209; and/or (3) Debtor's law firm's storage facility located at Surepoint Self Storage, 1254 Austin Highway, San Antonio, Texas 78209 (the "**Seized Materials**");
 - APPOINTING an auditor, a special master, or other designated person² to obtain forensic mirror images and/or copies of the Seized Materials and thereafter promptly returning the Seized Materials to Debtor;
 - ORDERING the auditor, special master, or other designated person to segregate those portions of the Seized Materials that constitute the Client Files and deliver them to Plaintiffs; and

² Plaintiffs consent to the appointment of the Chapter 7 Trustee or U.S. Trustee for this purpose.

- Citing Debtor to appear at the hearing on Plaintiffs' application for preliminary injunction and bring with him evidence of any alleged vacation or travels that precluded him from attending the Chapter 341 creditor's meeting on November 1, 2016, including receipts, invoices, and/or credit card statements reflecting the dates of travel and the destination(s).

28. Based on the evidence in this application, the Court should grant Plaintiffs' application, enter a temporary restraining order in the form attached hereto to preserve the status quo, and set Plaintiffs' application for preliminary injunction for hearing at the earliest possible time.

B. Motion for Expedited Discovery.

29. Plaintiffs further request expedited discovery in the form of a prompt deposition of Debtor to identify the location of any and all assets that may be used to satisfy a judgment in this case, that may be part of the estate, and that may be held in trust for Plaintiff's related to the Lawsuit. Plaintiffs also request that they be granted to leave to serve requests for production to Debtor and that responsive documents be produced at least three business days prior to the date the Court sets the hearing on Plaintiffs' application for preliminary injunction. Plaintiffs also request leave to serve subpoenas to various banks that maintain the financial accounts of Debtor and his law firm, the Prins Law Firm, including those accounts disclosed in Debtor's bankruptcy schedules.

C. Motion for Apprehension of Debtor to Compel Attendance for Examination.

30. Under Fed. R. Bank. P. 2005, the Court should also apprehend Debtor and compel him to submit to examination. First, the examination of the Debtor is necessary for the proper administration of the estate. *See* Ex. A ¶¶35-37. Second, there is reasonable cause to believe that Debtor has left the country to avoid examination, because Debtor's counsel confirmed at the creditor's meeting that Debtor would not be attending and that Debtor informed him that he was

out of the country on vacation with his wife. It further appears that Debtor has abandoned his law firm. *Id.* If Debtor is found in another district, Plaintiffs request that he be taken into custody and brought before this or other appropriate court in compliance with Fed. R. Bankr. P. 2005(b).

V. PRAYER

For the forgoing reasons, Plaintiffs request that the Court: (a) grant the application for temporary restraining order and enter an ordering enjoining Debtor as requested herein and in the form of the order being submitted herewith; (b) grant the motion for expedited discovery; and (c) grant the motion for apprehension of debtor to compel attendance at examination. Plaintiffs further request that the Court set Plaintiffs' application for preliminary injunction at the earliest possible date and time. Plaintiffs request any other relief to which they may be entitled, at law or in equity.

Dated: November 4, 2016.

Respectfully Submitted,

DAVIS & SANTOS, P.C.

/s/ Caroline Newman Small

By: _____

Jason Davis
Texas Bar No. 00793592
E-mail: jdavis@dslawpc.com
Caroline Newman Small
Texas Bar No. 24056037
E-mail: csmall@dslawpc.com
719 S. Flores Street
San Antonio, Texas 78204
Telephone: (210) 853-5882
Facsimile: (210) 200-8395
Attorneys for Plaintiffs

**CERTIFICATE OF CONFERENCE REGARDING EMERGENCY OR
EXPEDITED RELIEF PURSUANT TO FED. R. CIV. P. 65(b)(1)(B)
AND L. RULE 9014(E)**

I am the attorney for Plaintiffs William and Karen Ozer in this matter.

On November 3, 2016, I attempted to contact counsel for Debtor, Martin Seidler, at his office. I was informed that he was in the office but unavailable. I left a message with his staff identifying myself and my clients, and stating that I needed to confer with him on an emergency matter regarding Debtor. After the phone call, my office also sent counsel for Debtor an e-mail requesting that he contact us regarding an urgent matter related to Debtor. We did not receive a returned phone call or reply e-mail message, or any other contact from Mr. Seidler or his office. On the morning of November 4, 2016, I called Mr. Seidler's office again and was told that he was in a client meeting. I left a message with his staff stating that I would be filing a motion for temporary restraining order against Debtor and to contact me as soon as possible to confer. I was able to reach Mr. Seidler and notified him of the emergency relief being requested. At the time of our conference, Mr. Seidler indicated that he would review the application and confer with his client and will advise of his position as soon as possible.

I have also advised both the Chapter 7 Trustee and the U.S. Trustee of the relief requested in this emergency motion.

/s/ Jason Davis

Jason Davis

CERTIFICATE OF SERVICE

I hereby certified that on the 4th day of November, 2016, a true and correct copy of the foregoing document was served on counsel of record and the parties below as follows:

Todd A. Prins	_____	Hand Delivery
Paula R. Prins	<u> X </u>	Regular Mail
342 E. Nottingham	_____	Certified Mail/RRR
San Antonio, Texas 78209	_____	Facsimile
<i>Debtors</i>	_____	E-mail

Martin Warren Seidler	_____	Hand Delivery
11107 Wurzbach Rd., Suite 504	_____	Regular Mail
San Antonio, Texas 78230	_____	Certified Mail/RRR
Fax: (210) 690-9886	<u> X </u>	CM/ECF
E-mail: seidlerlaw@yahoo.com	<u> X </u>	E-mail
E-mail: marty@seidlerlaw.com		
<i>Debtors' Attorney</i>		

John Patrick Lowe	_____	Hand Delivery
218 North Getty Street	_____	Regular Mail
Uvalde, Texas 78801	_____	Certified Mail/RRR
E-mail: johnplowe@sbcglobal.net	<u> X </u>	CM/ECF
<i>Chapter 7 Trustee</i>	<u> X </u>	E-mail

Michael Flume	_____	Hand Delivery
Flume Law Firm, LLP	_____	Regular Mail
1020 N.E. Loop 410, Suite 200	_____	Certified Mail/RRR
San Antonio, Texas 78209	<u> X </u>	CM/ECF
Fax: (210) 821-6069	<u> X </u>	E-mail
E-mail: mflume@flumelaw.net		
<i>Attorneys for Marco Antonio Reyner</i>		
<i>Portes Gil, in his capacity as</i>		
<i>Independent</i>		
<i>Executor of the Estate of Jose</i>		
<i>Oleszcovski</i>		
<i>Wasserteil, Deceased</i>		

Kevin Epstein
United States Trustee's Office,
Region 7
615 E. Houston Street
Room 533
San Antonio, Texas 78205
F: (210) 472-4649
E-mail: Kevin.M.Epstein@usdoj.gov
United States Trustee

_____	Hand Delivery
_____	Regular Mail
_____	Certified Mail/RRR
_____	CM/ECF
<u> X </u>	E-mail

/s/ Caroline Newman Small

Caroline Newman Small

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

In re:

**TODD A. PRINS and PAULA
R. PRINS,**
Debtors.

**WILLIAM B. OZER and
KAREN OZER,
Plaintiff,**

V.

**TODD A. PRINS d/b/a THE
PRINS LAW FIRM,
Defendants.**

Case No. 16-52187-cag

Chapter 7

Adv. Pro. No. _____

TEMPORARY RESTRAINING ORDER

On this date came for consideration Plaintiffs' Emergency Application for Temporary Restraining Order and Preliminary Injunction. Having reviewed the pleadings, the Court FINDS that Debtor, a lawyer, engaged in a pattern of deceitful and fraudulent conduct by misrepresenting

to and concealing from his clients, Plaintiffs, the true status of a lawsuit that he was representing them in by, among other things, presenting them with falsified court documents, judicial opinions, and e-mails, many of which contained forged signatures of state and federal judges. Debtor engaged in this deplorable pattern of deceit for several years, while also sending invoices for legal fees to Plaintiffs and accepting their payments for the same. Debtor represented that he was holding over \$1.6 million in trust for Plaintiffs, but never remitted the funds to Plaintiffs. After filing bankruptcy, which he also concealed from Plaintiffs, Debtor executed a post-petition promissory note in favor of Plaintiffs for the amount of funds allegedly being held in trust. Debtor did not disclose the note or any of these details in his bankruptcy schedules, and failed to appear at the Chapter 341 creditor's meeting on November 1, 2016, despite failing to obtain an order from the Court excusing his appearance.

The Court further FINDS that Plaintiffs have a substantial likelihood of prevailing on the merits of their claims for (a) fraud; (b) breach of fiduciary duty; (c) violation of the Texas Theft Liability Act; (d) conversion; (e) online impersonation; (f) objection to discharge under 11 U.S.C. § 727(a)(4); and (g) determination of dischargeability under 11 U.S.C. § 523(a)(2), (4).

The Court further FINDS that imminent and irreparable harm will result if the Court does not issue immediate, injunctive relief as set forth below. Specifically, Plaintiffs may be irreparably harmed if Debtor is not enjoined from preserving Plaintiffs' funds held in trust by Debtor or his law firm and from destroying evidence. Further, if Debtor is not compelled to turn over Plaintiffs' client files, and if measures are not taken to seize and preserve his various books, records, and computers as set forth below, Plaintiffs will lose the only copy of files relevant to and critical for not only their claims in this adversary proceeding, but also to investigate the status and true events that occurred in the underlying lawsuit that Debtor was supposed to be representing them in.

The Court further FINDS that the injunctive relief is not against the public interest. To the contrary, the public interest is served by issuing the injunctive relief, which will merely preserve the status quo ante, because the public has an interest in holding lawyers to the ethical standards and fiduciary duties to which they are bound. The public interest is also served by assuring that clients are returned their files that belong to them upon termination of their attorney.

IT IS THEREFORE ORDERED that Debtor, and all others acting in concert or participation with him, including his employees, agents, lawyers, accountants, associates, paralegals, staff, and other representatives:

1. IS ENJOINED from dissipating, dispersing, spending, transferring, withdrawing, selling, assigning, encumbering, using as collateral or other security, or in any other way using the Settlement Funds, or any other funds held by Debtor in trust for Plaintiffs, including any funds in any accounts held by The Prins Law Firm, including any IOLTA or operating accounts;
2. IS ENJOINED from causing or aiding anyone who does or attempts to dissipate, disperse, spend, transfer, withdraw, sell, assign, encumber, use as collateral or other security, or in any other way use the Settlement Funds or any other funds held by Debtor in trust for Plaintiffs, including any funds in any accounts held by The Prins Law Firm, including any IOLTA or operating accounts;
3. IS ENJOINED from taking or causing to be taken any action which would have the effect of concealing or removing from the jurisdiction of this Court, or that would have the effect of depreciating, damaging, or in any way diminishing the Settlement Funds or any other funds held by Debtor in trust for Plaintiffs, including any funds in any accounts held by The Prins Law Firm, including any IOLTA or operating accounts;
4. IS ENJOINED from deleting, destroying, or altering any documents, e-mails, computers, servers, portable electronic devices, external hard drives or jump/flash drives, electronic documents, or hard-copy documents containing information related in any way whatsoever to Plaintiffs or the Lawsuit;
5. IS ORDERED to immediately turnover Plaintiffs' complete and entire client files to Plaintiffs' counsel, including all portions thereof including any and all internal e-mails, internal memos, communications, letters, analysis, invoices, payments, pleadings, research, etc., as well as drafts of any of the same (the "**Client Files**");

IT IS FURTHER ORDERED THAT:

6. In order to effectuate the turnover of Plaintiffs' complete and entire Client Files to Plaintiffs as ordered in Paragraph (5) above:
 - a. IT IS ORDERED that the U.S. Marshal or other designated person identified by separate order shall seize Debtor's computers, servers, portable electronic devices, external hard drives or jump/flash drives, or any other physical or electronic files that are in Debtor's possession, custody or control, including those located at: (1) Debtor's residence at 342 E. Nottingham, San Antonio, Texas 78209; (2) Debtor's law firm, The Prins Law Firm, 4940 Broadway Street, Suite #108, San Antonio, Texas 78209; and/or (3) Debtor's law firm's storage facility located at Surepoint Self Storage, 1254 Austin Highway, San Antonio, Texas 78209 (the "**Seized Materials**");
 - b. IT IS ORDERED that an auditor, a special master, or other designated person identified by separate order shall obtain forensic mirror images and/or copies of the Seized Materials and thereafter promptly returning the Seized Materials to Debtor;
 - c. IT IS ORDERED that the auditor, special master, or other designated person identified by separate order shall segregate those portions of the Seized Materials that constitute the Client Files and deliver them to Plaintiffs; and

IT IS FURTHER ORDERED THAT:

7. DEBTOR IS HEREBY CITED AND COMMANDED to appear at the hearing on Plaintiffs' application for preliminary injunction and bring with him evidence of any alleged vacation or travels that precluded him from attending the Chapter 341 creditor's meeting on November 1, 2016, including receipts, invoices, and/or credit card statements reflecting the dates of travel and the destination(s). **Failure to appear with the documents as ordered may result in severe sanctions including, but not limited to, contempt of court.**

This order is being issued *ex parte* without notice to Debtor because the immediate and irreparable injury, loss and damage described herein will result to Plaintiffs before Debtor can be heard in opposition. Plaintiffs' Application certified attempts it has made to contact Debtor, through his counsel but were not successful. Accordingly, it is necessary for this order to issue without notice to Debtor to prevent irreparable harm.

The Court FURTHER ORDERS that a hearing on Plaintiffs' application for preliminary injunction is set for the date and time set forth above.

This Order will expire on November 18, 2016, unless otherwise extended by further order from the Court.

This order was entered on the DATE and TIME set forth above.

###

SUBMITTED BY:

DAVIS & SANTOS, P.C.

/s/ Caroline Newman Small

By:

Jason Davis
Texas Bar No. 00793592
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Facsimile: (210) 200-8395
Attorneys for Plaintiffs

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

In re:

**TODD A. PRINS and PAULA
R. PRINS,**
Debtors.

**WILLIAM B. OZER and
KAREN OZER,
Plaintiff,**

V.

**TODD A. PRINS d/b/a THE
PRINS LAW FIRM,
Defendants.**

Case No. 16-52187-cag

Chapter 7

Adv. Pro. No. _____

**ORDER GRANTING EXPEDITED DISCOVERY AND ORDER FOR APPREHENSION
OF DEBTOR AND COMPELING ATTENDANCE FOR EXAMINATION**

On this date came for consideration Plaintiffs' Emergency Motion for Expedited Discovery and Motion for Apprehension of Debtor to Compel Attendance for Examination. Based on the

motion, the arguments of counsel, taking judicial notice of the entire record in this adversary case and the bankruptcy case, the Court is of the opinion that the motion should in all respects be GRANTED.

IT IS THEREFORE ORDERED that the motion is GRANTED. Debtor shall appear for a deposition on November 17, 2016, at 9:00 a.m. at the law offices of DAVIS & SANTOS, P.C., 719 S. Flores Street, San Antonio, Texas 78204. The deposition may be recorded stenographically and by videotape.

Plaintiffs are further granted leave to serve fifteen requests for production to Debtor on an expedited basis. Plaintiffs shall serve the requests within two business days of the date of this order and Debtor shall produce the responsive documents and any written objections within three business days before the hearing on Plaintiffs' application for preliminary injunction.

Plaintiffs are also granted leave to serve third-party subpoenas to the various financial institutions identified in Debtor's bankruptcy schedules, both personal and business, for the purposes of determining the location of the Settlement Funds and tracing the same, and any such subpoenas shall be limited to that purpose.

The Court also ORDERS the U.S. Marshal's office to apprehend Debtor and bring him before the Court without reasonable delay so the Court can determine whether further apprehension is necessary to compel Debtor to attend the deposition ordered above and any rescheduled Section 341 creditor's meeting that the Court may order.

Debtor is hereby on NOTICE that failure to comply with this Order or failure to attend the deposition, be sworn, and answer questions on as ordered, shall constitute contempt of the Court

IT IS SO ORDERED.

###

SUBMITTED BY:

DAVIS & SANTOS, P.C.

/s/ Caroline Newman Small

By:

Jason Davis
Texas Bar No. 00793592
E-mail: jdavis@dslawpc.com
Caroline Newman Small
Texas Bar No. 24056037
E-mail: csmall@dslawpc.com
719 S. Flores Street
San Antonio, Texas 78204
Telephone: (210) 853-5882
Facsimile: (210) 200-8395
Attorneys for Plaintiffs

EXHIBIT A

SAN ANTONIO DIVISION

Debtors.

Plaintiffs,

Defendants.

Chapter 7

Adv. Pro. No. _____

DECLARATION OF WILLIAM B. OZER

follows:

they are true and correct.

2. I reside in Bexar County, Texas. I am not and have never been a lawyer.

represent me in a lawsuit styled *William B. Ozer v. Todd Gold, Two Seventy Seven GP, LLC, 633-4S GP, LLC, LL & R Cornerstone GP, LLC and REOC Partners Ltd.*, Cause Number 2009-CI-18567, in the 150th Judicial District Court of Bexar County, Texas (the “**Lawsuit**”). Debtor

represented me in the Lawsuit and in related proceedings and periodically sent me invoices, which I paid.

4. As Debtor's client, I trusted and relied on him, as my lawyer, to provide me with completely honest information, to represent my interests in the Lawsuit, and to provide me truthful and accurate status updates on the Lawsuit. I trusted him to act with integrity, with openness and honesty, without concealment or deception, and to make full disclosures to me about my legal interests.

5. During Debtor's representation of me, Debtor provided me with updates on the Lawsuit's status. I relied on these updates and believed them to be true and accurate based on his representations. With his updates, Debtor often provided me with documents, including what he represented to me to as motions, orders, opinions, and correspondence, related to my Lawsuit. Debtor represented that each of these documents were genuine, authentic, and official. Many of these documents contained signatures of judges, insignia of various courts, file-stamps, and other unique identifying information that indicated to me that the documents were official, genuine, and authentic, as Debtor represented they were. Debtor never told me over the years that the documents were anything but genuine, authentic, and official documents.

6. In general, when Debtor would provide me with information, analysis, or updates regarding the Lawsuit, I relied on his representations to be truthful and accurate. I relied on Debtor and his representations in making decisions about the Lawsuit, in paying Debtor fees for apparent legal services rendered, and in continuing to have Debtor represent me.

7. I have recently learned that Debtor betrayed my trust, fabricated a voluminous number of documents to support his misrepresentations about the status of the Lawsuit, impersonated various federal and state officials, and concealed from me the true facts regarding

the Lawsuit. I am still in the process of uncovering the extent of Debtor's betrayal, and I am not yet aware of the full scope or all details of the same. Debtor's pattern of lies and concealment make it difficult for me to uncover the complete truth. The facts described in this declaration represent just some of the preliminary facts known to me at this time.

8. Attached hereto as Exhibit A-1 through Exhibit A-21 are true and correct copies of documents that Debtor provided me via e-mail or hand delivery. Debtor affirmatively represented to me that each of these judicial opinions, e-mails, letter, judgments, agreements, and other various documents were genuine, authentic, and official. Debtor further represented that the signatures and notarized signatures, including those of various state and federal judges, that appeared on the documents were in fact legitimate, authentic, and genuine signatures. These documents represent only a small sampling of hundreds of other documents that Debtor provided to me that he claimed related to my Lawsuit.

9. The documents Debtor provided me often included what appeared to be official court documents and judicial opinions. For example, Exhibit A-1 is a true and correct copy of an e-mail and attachment that I received from Debtor on April 19, 2011, from Debtor's e-mail address, taprins@prinslaw.com, an e-mail address that I used to regularly and successfully communicate with Debtor during the seven-year period of his representation. Exhibit A-1 also contains the attachment—a three-page document entitled "FINAL JUDGMENT" dated April 19, 2011—that was included with the e-mail I received from Debtor. Debtor affirmatively represented to me that the attachment to the e-mail was a genuine, authentic, and official court document, that the signature thereon was genuine and authentic, and that judgment had been rendered in my favor as recited therein. I relied on this representation from Debtor in making decisions about the Lawsuit, paying Debtor's invoices, and in continuing to engage Debtor as my counsel.

10. Another example, Exhibit A-2, is a true and correct copy of an e-mail and attachment that I received from Debtor on March 15, 2013, from Debtor's e-mail address, taprins@prinslaw.com, an e-mail address that I used to regularly and successfully communicate with Debtor during the seven-year period of his representation. Exhibit A-2 also contains the attachment—a two-page document entitled "FINAL JUDGMENT" dated March 12, 2013—that was included with the e-mail I received from Debtor. Debtor affirmatively represented to me that the attachment to the e-mail was a genuine, authentic, and official court document, that the signature thereon was genuine and authentic, and that judgment had been rendered in my favor as recited therein. I relied on this representation from Debtor in making decisions about the Lawsuit, paying Debtor's invoices, and in continuing to engage Debtor as my counsel.

11. Another example, Exhibit A-3, is a true and correct copy of an e-mail and attachment that I received from Debtor on October 4, 2013, from Debtor's e-mail address, taprins@prinslaw.com, an e-mail address that I used to regularly and successfully communicate with Debtor during the seven-year period of his representation. Exhibit A-3 also contains the attachment—a fourteen-page document bearing the insignia of the State of Texas, titled "IN THE SUPREME COURT OF TEXAS ON PETITION FOR WRIT OF MANDAMUS," and dated October 4, 2013—that was included with the e-mail I received from Debtor. Debtor affirmatively represented to me that the attachment to the e-mail was a genuine, authentic, and official opinion from the Texas Supreme Court regarding my Lawsuit. I relied on this representation from Debtor in making decisions about the Lawsuit, paying Debtor's invoices, and in continuing to engage Debtor as my counsel.

12. Another example, Exhibit A-4, is a true and correct copy of an e-mail and attachment that I received from Debtor on December 17, 2013, from Debtor's e-mail address,

taprins@prinslaw.com, an e-mail address that I used to regularly and successfully communicate with Debtor during the seven-year period of his representation. Exhibit A-4 also contains the attachment—a three-page document bearing the insignia of the State of Texas, titled “IN THE SUPREME COURT OF TEXAS ON PETITION FOR WRIT OF MANDAMUS,” and dated December 12, 2013—that was included with the e-mail I received from Debtor. Debtor affirmatively represented to me that the attachment to the e-mail was a genuine, authentic, and official opinion from the Texas Supreme Court regarding my Lawsuit, and that the signatures thereon were genuine and authentic. I relied on this representation from Debtor in making decisions about the Lawsuit, paying Debtor’s invoices, and in continuing to engage Debtor as my counsel.

13. Another example, **Exhibit A-5**, is a true and correct copy of an e-mail and attachment that I received from Debtor on February 10, 2014, from Debtor’s e-mail address, taprins@prinslaw.com, an e-mail address that I used to regularly and successfully communicate with Debtor during the seven-year period of his representation. Exhibit A-5 also contains the attachment—a one-page document titled “SHOW CAUSE ORDER” dated February 6, 2014—that was included with the e-mail I received from Debtor. Debtor affirmatively represented to me that the attachment to the e-mail was a genuine, authentic, and official order from the trial court regarding my Lawsuit, and that the signature thereon was genuine and authentic. I relied on this representation from Debtor in making decisions about the Lawsuit, paying Debtor’s invoices, and in continuing to engage Debtor as my counsel.

14. Another example, **Exhibit A-6**, is a true and correct copy of an e-mail and attachment that I received from Debtor on May 27, 2014, from Debtor’s e-mail address, taprins@prinslaw.com, an e-mail address that I used to regularly and successfully communicate

with Debtor during the seven-year period of his representation. Exhibit A-6 also contains the attachment—a thirteen-page document titled “ORDER” dated May 23, 2014—that was included with the e-mail I received from Debtor. Debtor affirmatively represented to me that the attachment to the e-mail was a genuine, authentic, and official order from the United States District Court regarding my Lawsuit, and that the signature thereon was genuine and authentic. I relied on this representation from Debtor in making decisions about the Lawsuit, paying Debtor’s invoices, and in continuing to engage Debtor as my counsel.

15. Another example, Exhibit A-7, is a true and correct copy of an e-mail and attachment that I received from Debtor on August 30, 2015, from Debtor’s e-mail address, taprins@prinslaw.com, an e-mail address that I used to regularly and successfully communicate with Debtor during the seven-year period of his representation. Exhibit A-7 also contains the attachment—a twenty-five-page document with the Fourth Court of Appeals insignia on it dated August 28, 2015—that was included with the e-mail I received from Debtor. Debtor affirmatively represented to me that the attachment to the e-mail was a genuine, authentic, and official opinion from the Fourth Court of Appeals regarding my Lawsuit. I relied on this representation from Debtor in making decisions about the Lawsuit, and in continuing to engage Debtor as my counsel.

16. Another example, Exhibit A-8, is a true and correct copy of a document that Debtor presented to me. Exhibit A-8 is a three-page document titled “ORDER APPOINTING RECEIVER” and is dated September 30, 2015. Debtor affirmatively represented to me that the document to the e-mail was a genuine, authentic, and official order from the Bexar County District Court regarding my Lawsuit. I relied on this representation from Debtor in making decisions about the Lawsuit, and in continuing to engage Debtor as my counsel.

17. Another example, Exhibit A-9, is a true and correct copy of an e-mail and attachment that I received from Debtor on September 7, 2016, from Debtor's e-mail address, taprins@prinslaw.com, an e-mail address that I used to regularly and successfully communicate with Debtor during the seven-year period of his representation. Exhibit A-9 also contains the attachment—a two-page document titled "UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT," with a "FILED" stamp on it dated August 24, 2016—that was included with the e-mail I received from Debtor. Debtor affirmatively represented to me that the attachment to the e-mail was a genuine, authentic, and official opinion from the United States Court of Appeals regarding my Lawsuit, and that the signature thereon was also genuine and authentic. I relied on this representation from Debtor in making decisions about the Lawsuit, and in continuing to engage Debtor as my counsel.

18. Another example, Exhibit A-10, is a true and correct copy of an e-mail and attachment that I received from Debtor on September 12, 2016, from Debtor's e-mail address, taprins@prinslaw.com, an e-mail address that I used to regularly and successfully communicate with Debtor during the seven-year period of his representation. Exhibit A-10 also contains the attachment—a two-page document titled "UNITED STATES COURT OF APPEALS FOR THE SEVENTH CIRCUIT," with a "FILED" stamp on it dated September 12, 2016—that was included with the e-mail I received from Debtor. Debtor affirmatively represented to me that the attachment to the e-mail was a genuine, authentic, and official opinion from the United States Court of Appeals regarding my Lawsuit, and that the signature thereon was also genuine and authentic. I relied on this representation from Debtor in making decisions about the Lawsuit, and in continuing to engage Debtor as my counsel.

19. Another example, **Exhibit A-11**, is a true and correct copy of a document Debtor provided to me. Exhibit A-11 is a three-page document titled “AMENDED ORDER” dated September 14, 2016. Debtor affirmatively represented to me that the order was a genuine, authentic, and official order from the United States District Court regarding my Lawsuit, and that the signature thereon was also genuine and authentic. I relied on this representation from Debtor in making decisions about the Lawsuit, and in continuing to engage Debtor as my counsel.

20. The documents Debtor provided me often included what appeared to be correspondence with various current and former local, state and federal officials and judges. For example, **Exhibit A-12** is a true and correct copy of an e-mail and attachment that I received from Debtor on September 10, 2015, from Debtor’s e-mail address, taprins@prinslaw.com, an e-mail address that I used to regularly and successfully communicate with Debtor during the seven-year period of his representation. Exhibit A-12 also contains the attachment—a two-page letter dated September 9, 2015 on letterhead for “JUDGE SOLOMON J. CASSEB III, 288th District Court”—that was included with the e-mail I received from Debtor. Debtor affirmatively represented to me that the attachment to the e-mail was a genuine, authentic, and official letter from Judge Casseb to United States District Judge Biery regarding my Lawsuit, and that the signature thereon was also genuine and authentic. I relied on this representation from Debtor in making decisions about the Lawsuit, and in continuing to engage Debtor as my counsel. On numerous occasions, Debtor represented to me that he was in contact with Judge Biery regarding my Lawsuit. I received multiple phone calls and a voice message from a person who identified themselves as “Judge Biery,” and Debtor affirmatively represented to me that the person in the phone calls and message was in fact United States District Court Judge Fred Biery.

21. Another example, **Exhibit A-13**, is a true and correct copy of an e-mail and attachment that I received from Debtor on December 3, 2015, from Debtor's e-mail address, taprins@prinslaw.com, an e-mail address that I used to regularly and successfully communicate with Debtor during the seven-year period of his representation. Exhibit A-13 also contains the attachment—a two-page letter dated December 2, 2015 on letterhead for “JUDGE SOLOMON J. CASSEB III, 288th District Court”—that was included with the e-mail I received from Debtor. Debtor affirmatively represented to me that the attachment to the e-mail was a genuine, authentic, and official letter from Judge Casseb to United States District Judge Biery regarding my Lawsuit, and that the signature thereon was also genuine and authentic. I relied on this representation from Debtor in making decisions about the Lawsuit, and in continuing to engage Debtor as my counsel.

22. Another example, **Exhibit A-14**, is a true and correct copy of a letter dated January 6, 2016 on letterhead for “JUDGE SOLOMON J. CASSEB III, 288th District Court”—that Debtor provided to me. Debtor affirmatively represented to me that the letter was a genuine, authentic, and official letter from Judge Casseb to United States District Judge Biery regarding my Lawsuit, and that the signature thereon was also genuine and authentic. I relied on this representation from Debtor in making decisions about the Lawsuit, and in continuing to engage Debtor as my counsel.

23. Another example, **Exhibit A-15**, is a true and correct copy of an e-mail and attachment that I received from Debtor on September 19, 2016, from Debtor's e-mail address, taprins@prinslaw.com, an e-mail address that I used to regularly and successfully communicate with Debtor during the seven-year period of his representation. Exhibit A-15 forwards an apparent e-mail exchange between Debtor, Loretta Lynch, the United States Attorney General, Channing Phillips, the United States Attorney for the District of Columbia, and Phil Hardberger, a former San Antonio mayor, among others. Debtor affirmatively represented to me that the e-mail

exchanges were genuine and authentic, and actually with the individuals identified therein. I relied on these representations from Debtor in making decisions about the Lawsuit, and in continuing to engage Debtor as my counsel. On several occasions, Debtor represented to me that he was in contact with Mr. Hardberger regarding my Lawsuit. On several occasions, I received telephone calls and e-mails from a person who identified themselves as Mr. Hardberger or from an e-mail address containing Phil Hardberger's name. Debtor affirmatively represented to me that I was communicating with the actual former San Antonio mayor Phil Hardberger.

24. Another example, Exhibit A-16, is a true and correct copy of an e-mail and attachment that I received from Debtor on October 11, 2016, from Debtor's e-mail address, taprins@prinslaw.com, an e-mail address that I used to regularly and successfully communicate with Debtor during the seven-year period of his representation. The e-mail purports to carbon copy "Hon. Fred Biery" and "Loretta Lynch (AGUSA)," whom I understood to be United States District Judge Fred Biery and the United States Attorney General Loretta Lynch. Debtor represented to me that Judge Biery and Attorney General Lynch were actually copied on this e-mail, and had previously represented to me that they were involved in my Lawsuit. Exhibit A-16 also contains the attachment—a one-page letter dated October 10, 2016 from Debtor to the United States Attorney General, Loretta Lynch—that was included with the e-mail I received from Debtor. Debtor affirmatively represented to me that the attachment to the e-mail was a genuine and authentic letter that Debtor actually sent to the Attorney General regarding my Lawsuit. I relied on this representation from Debtor in making decisions about the Lawsuit, and in continuing to engage Debtor as my counsel.

25. Another example, Exhibit A-17, is a true and correct copy of an e-mail and attachment that I received from Debtor on October 17, 2016, from Debtor's e-mail address,

taprins@prinslaw.com, an e-mail address that I used to regularly and successfully communicate with Debtor during the seven-year period of his representation. The e-mail purports to carbon copy “phil.hardberger@yahoo.com,” whom I know as the former San Antonio mayor. Debtor represented to me that Mr. Hardberger was actually copied on this e-mail, and had previously represented to me that he was involved in my Lawsuit. Exhibit A-17 also appears to forward a “Notice of Electronic Filing” from the “U.S. District Court, Central District of Illinois,” which Debtor represented to me was related to my Lawsuit. Debtor affirmatively represented to me that the e-mails and Notice were genuine and authentic. I relied on these representations from Debtor in making decisions about the Lawsuit, and in continuing to engage Debtor as my counsel.

26. The documents Debtor provided me also included what appeared to be settlement agreements regarding my Lawsuit. Specifically, Debtor presented me with two fully executed and notarized settlement agreements from September and December of 2014. Debtor represented to me that these settlement agreements, and the notarized signatures on them, were genuine and authentic, and that the settlement agreements reflected negotiated agreements amongst the parties named therein regarding my Lawsuit. I relied on these representations from Debtor in making decisions about the Lawsuit, and in continuing to engage Debtor as my counsel.

27. While Debtor was making these various representations, he had represented to me that his law firm, the Prins Law Firm, had received over \$1.6 million in settlement funds, that he was holding them in safekeeping and in trust for my benefit, but that they were “frozen” in his IOLTA account. Attached hereto as **Exhibit A-18** is a true and correct copy of an e-mail that I received from Debtor on June 15, 2016, from Debtor’s e-mail address, taprins@prinslaw.com, an e-mail address that I used to regularly and successfully communicate with Debtor during the seven-year period of his representation, reflecting this representation. Debtor made similar and repeated

representations to me in person and on the phone around this same time period. In short, he led me to believe that money due and owing to me and my wife was in his IOLTA account.

28. On October 14, 2016, Debtor executed a promissory note in favor of me and my wife for the amount of \$1,603,769.23, which Debtor represented to me was the amount of settlement funds I was owed and that were “frozen” in Debtor’s IOLATA account. Attached hereto as **Exhibit A-19** is a true and correct copy of the promissory note, and accompanying e-mail from Debtor attaching the same. I received this e-mail from Debtor on October 14, 2016, from Debtor’s e-mail address, taprins@prinslaw.com, an e-mail address that I used to regularly and successfully communicate with Debtor during the seven-year period of his representation, reflecting this representation.

29. At the time I received the e-mail and executed promissory note, I was not aware that Debtor had filed for bankruptcy. In fact, Debtor never told me that he filed bankruptcy.

30. I never received the settlement funds, or any portion thereof, from Debtor despite my repeated demands.

31. On October 19, 2016, after learning of Debtor’s bankruptcy and discovering some of Debtor’s shocking, deceptive, and fraudulent actions, I terminated Debtor’s representation. Attached hereto as **Exhibit A-20** is a true and correct copy of an e-mail I sent to Debtor, at Debtor’s e-mail address, taprins@prinslaw.com, an e-mail address that I used to regularly and successfully communicate with Debtor during the seven-year period of his representation, reflecting my termination of Debtor.

32. During Debtor’s representation of me and my wife, Debtor periodically sent invoices for legal services he represented were rendered. Attached hereto as **Exhibit 21** are true and correct copies various invoices that I received from Debtor. I would never have paid these

invoices had I known the truth about Debtor and his fraud. Any payments I made to Debtor for his alleged legal services were in reliance on his representations. Had I discovered the truth, which Debtor actively concealed from me, I would never have had Debtor continue to represent me in the Lawsuit. In fact, because of Debtor's fraud, I did not know the true status of the Lawsuit and have hired new counsel to investigate and determine the same.

33. I now understand that the Lawsuit was abated in 2013.

34. I never authorized or consented to abatement of the Lawsuit.

35. Throughout my dealings with Debtor over the past seven years, I have exchanged hundreds of e-mails and other communications with Debtor. Based on my extensive interactions with Debtor, by e-mail, on the telephone, and in person, and based on what I have discovered regarding his falsifying of documents, forged signatures, and fake e-mails, I believe him to be deceptive, manipulative, and obstructive.

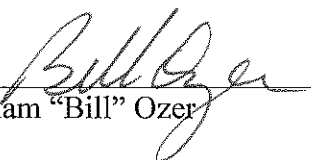
36. Throughout my dealings with Debtor over the past seven years, I have visited Debtor at his office on numerous occasions. I became familiar with some of his associate attorneys and staff, with whom I often had interaction when I would visit with Debtor at his office. I would often meet with Debtor early in the morning, and often observed his staff arrive in the morning for work. From my previous experiences over seven years and many visits at Debtor's office, I am familiar with the times Debtor's staff typically arrives. Typically, his staff would arrive by 8:00 a.m. On November 2, 2016, I drove to Debtor's law office and arrived at approximately 6:00 a.m. to determine if there were any activities consistent with his office operating. I stayed in my vehicle. At approximately 7:20 a.m., another vehicle pulled into the parking lot for Debtor's law office and a man I recognized as one of Debtor's associate attorneys, Travis Parks, exited the vehicle and went inside Debtor's office. The associate attorney was wearing shorts. I did not see any other

individuals that I recognized to be Debtor's associates or staff arrive at or go inside Debtor's law office between the time I arrived and when I left at approximately 8:40 a.m. On November 3, 2016, I again drove to Debtor's office and arrived at approximately 6:00 a.m. I stayed in my vehicle and did not leave my vehicle. At approximately 6:25 a.m., another vehicle pulled into the parking lot for Debtor's law office and a man I recognized as the same associate from the day before exited the vehicle and went inside Debtor's office. The associate attorney was wearing shorts as the day before. I did not see any other individuals that I recognized to be Debtor's associates or staff arrive at or go inside Debtor's law office between the time I arrived and when I left at approximately 8:25 a.m.

37. I believe Debtor's prompt examination is necessary, if not critical, to determine the whereabouts of any settlement funds, or other proceeds or monies, that Debtor held in trust for me in connection with the Lawsuit, as well as to determine the whereabouts of critical evidence to determine the same, such as Debtor's books, records, and electronic devices and communications pertaining to his representation of me.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed this 3 day of November, 2016.



William "Bill" Ozer

EXHIBIT A-1

From: [Todd A. Prins](#)
To: [Bill Ozer](#)
Cc: [Karen Ozer](#)
Subject: RE: ??
Date: Tuesday, April 19, 2011 4:52:46 PM
Attachments: [20110419154833262.pdf](#)

I came back to the office with a "drop in" waiting for me. There's no way I would let you wait! Here it is.

Todd A. Prins
Prins Law Firm
4940 Broadway, Ste. 108
San Antonio, TX 78209
210-820-0833
210-820-0929 fax
www.prinslaw.com

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From: Bill Ozer [mailto:williamozero@yahoo.com]
Sent: Tuesday, April 19, 2011 4:39 PM
To: Todd A. Prins
Subject: Re: ??

Would you please scan and email me a copy before you go home today. Thanks, Bill.

--- On Tue, 4/19/11, Todd A. Prins <taprins@prinslaw.com> wrote:

From: Todd A. Prins <taprins@prinslaw.com>
Subject: Re: ??
To: "Bill Ozer" <williamozero@yahoo.com>
Cc: "Karen Ozer" <karenozer@yahoo.com>
Date: Tuesday, April 19, 2011, 1:07 PM

I'm on a two hearing call but will send it to you in a bit. I got it!

Sent from my iPhone

Todd A. Prins
Prins Law Firm
4940 Broadway, Ste. 108
San Antonio, TX 78209

210-820-0833

210-820-0929 fax

www.prinslaw.com

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On Apr 19, 2011, at 12:40 PM, "Bill Ozer" <williamozero@yahoo.com> wrote:

Did you get it?

CAUSE NO. 2009-CI-18567

WILLIAM B. OZER	§	IN THE DISTRICT COURT OF
	§	
V.	§	BEXAR COUNTY, TEXAS
	§	
TODD GOLD, TWO SEVENTY	§	
SEVEN GP, LLC, 633-4S GP, LLC	§	
LL & R CORNERSTONE GP, LLC	§	
AND REOC PARTNERS LTD.	§	150 th JUDICIAL DISTRICT

FINAL JUDGMENT

On the day indicated below, came on for consideration the Plaintiffs, William B. Ozer's and Karen Ozer's presentation of damages in light of this Court's earlier ruling on liability. The Court having considered the Motion, evidence and arguments of counsel has determined that the following Judgment shall be entered.

The Court, therefore, renders Judgment for the Plaintiffs, William B. Ozer and Karen Ozer as follows:

The Court orders that Plaintiffs recover from Defendants, REOC Partners, Ltd., Todd Gold, and Two Seventy Seven GP, LLC, jointly and severally for the Plaintiffs claims for Negligent Misrepresentation, Common Law Fraud, and breach of fiduciary duty, the sum of \$46,741.01, postjudgment interest on the total sum at the annual rate of 5%, and court costs.

The Court orders that Plaintiffs recover from Defendants, REOC Partners, Ltd., Todd Gold, and 633-4S GP, LLC, jointly and severally for the Plaintiffs claims for Negligent Misrepresentation, Common Law Fraud, and breach of fiduciary duty, the sum of \$218,953.13, postjudgment interest on the total sum at the annual rate of 5%, and court costs.

The Court orders that Plaintiffs recover from Defendants, REOC Partners, Ltd., Todd Gold, and LL & R CORNERSTONE GP, LLC, jointly and severally for the Plaintiffs claims for Negligent Misrepresentation, Common Law Fraud, and breach of fiduciary duty, the sum of \$23,855.28, postjudgment interest on the total sum at the annual rate of 5%, and court costs.

The Court orders that Plaintiffs recover from Defendants, REOC Partners, Ltd. and Todd Gold, jointly and severally for the Plaintiffs claims for Breach of Contract, Business

Disparagement and Defamation, the sum of \$1,675,872.00, postjudgment interest on the total sum at the annual rate of 5%, and court costs.

The Court further found that the actions of the Defendants merit exemplary damages. As such, the Court awards exemplary damages as follows:

The Court orders that Plaintiffs recover from Defendants, REOC Partners, Ltd., Todd Gold, and Two Seventy Seven GP, LLC, jointly and severally for the Plaintiffs exemplary damages arising out of the Plaintiffs' claims for Common Law Fraud, and breach of fiduciary duty, the sum of \$116,852.53, postjudgment interest on the total sum at the annual rate of 5%, and court costs.

The Court orders that Plaintiffs recover from Defendants, REOC Partners, Ltd., Todd Gold, and 633-4S GP, LLC, jointly and severally for the Plaintiffs exemplary damages arising out of the Plaintiffs' claims for Common Law Fraud, and breach of fiduciary duty, the sum of \$547,382.83, postjudgment interest on the total sum at the annual rate of 5%, and court costs.

The Court orders that Plaintiffs recover from Defendants, REOC Partners, Ltd., Todd Gold, and LL & R CORNERSTONE GP, LLC, jointly and severally for the Plaintiffs exemplary damages arising out of the Plaintiffs' claims for Common Law Fraud, and breach of fiduciary duty, the sum of \$149,095.50, postjudgment interest on the total sum at the annual rate of 5%, and court costs

The Court orders that Plaintiffs recover from Defendants, REOC Partners, Ltd. and Todd Gold, jointly and severally for exemplary damages the Plaintiffs claims for Business Disparagement and Defamation, the sum of \$4,189,680.00, postjudgment interest on the total sum at the annual rate of 5%, and court costs.

Plaintiff, William B. Ozer, requested attorney fees pursuant to the Texas Civil Practice & Remedies Code §38.001 for breach of the employment contract by and between Plaintiff and REOC Partners, Ltd. Plaintiff offered evidence proving reasonable and necessary attorney fees in the amount of \$75,500.00 incurred in the prosecution of this suit; and in the amount of \$25,000.00 if this case is appealed to the court of appeals; and in the amount of \$15,000.00 if this case is appealed to the Texas Supreme Court. The court ORDERS Defendants, REOC Partners, Ltd. and Todd Gold, jointly and severally, to pay Plaintiff's attorney fees in the amount of \$75,500.00 incurred in the prosecution of this suit; and in the amount of \$25,000.00 if this case is appealed to the court of appeals; and in the amount of \$15,000.00 if this case is appealed to the Texas Supreme Court.

This judgment is final, disposes of all claims and all parties, and is appealable.

The court orders execution to issue for this judgment.

SIGNED on this 19th day of April, 2011.


JUDGE PRESIDING

EXHIBIT A-2

From: [Todd A. Prins](#)
To: [Bill Ozer](#); [Karen Ozer](#)
Subject: RE: Judgment
Date: Friday, March 15, 2013 8:16:33 AM
Attachments: [Executed judgment.pdf](#)

Thanks,

Todd A. Prins
Prins Law Firm
4940 Broadway, Ste. 108
San Antonio, TX 78209
210-820-0833
210-820-0929 fax
www.prinslaw.com

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From: Bill Ozer [mailto:williamozero@yahoo.com]
Sent: Friday, March 15, 2013 8:11 AM
To: Todd A. Prins
Subject: Judgment

Did you get any sleep? Where is the judgement?

CAUSE NO. 2009-CI-18567

WILLIAM B. OZER	§	IN THE DISTRICT COURT OF
	§	
V.	§	BEXAR COUNTY, TEXAS
	§	
TODD GOLD, TWO SEVENTY	§	
SEVEN GP, LLC, 633-4S GP, LLC	§	
LL & R CORNERSTONE GP, LLC	§	
AND REOC PARTNERS LTD.	§	150 th JUDICIAL DISTRICT

FINAL JUDGMENT

On the day indicated below, came on for consideration the Plaintiffs', William B. Ozer's and Karen Ozer's Motion for Sanctions. The Court having considered the Motion and evidence has determined that the Motion is meritorious in all regard and that the following Judgment shall be entered.

The Court, therefore, renders Judgment for the Plaintiffs, William B. Ozer and Karen Ozer as follows:

The Court orders that Plaintiffs recover from Defendants, REOC Partners, Ltd., Todd Gold, and Two Seventy Seven GP, LLC, jointly and severally, for the Plaintiffs' claims for Negligent Misrepresentation, Common Law Fraud, and Breach of Fiduciary duty, the sum of \$52,481.24 along with taxable court costs. Post-judgment interest on the total sum shall accrue at the annual rate of 5%.

The Court orders that Plaintiffs recover from Defendants, REOC Partners, Ltd., Todd Gold, and 633-4S GP, LLC, jointly and severally for the Plaintiffs' claims for Negligent Misrepresentation, Common Law Fraud, and breach of fiduciary duty, the sum of \$247,932.88, along with taxable court costs. Post-judgment interest on the total sum shall accrue at the annual rate of 5%.

The Court further orders that the restructuring of the partnership 633 4S, Ltd. by its general partner, 633 4S GP, LLC to facilitate the creation of Stahl Lane, Ltd. is a violation of the Uniform Fraudulent Transfer Act ("UFTA") (Tex. Bus. & Com. Code § 24.001 et seq.) and that any conveyance of real or personal property of 633 4S, Ltd. to Stahl Lane, Ltd. was made with actual intent to hinder, delay, or defraud the Plaintiffs in violation of Tex. Bus. & Com. Code § 24.005(a)(1).

The Court orders that Plaintiffs recover from Defendants, REOC Partners, Ltd., Todd Gold, and LL & R CORNERSTONE GP, LLC, jointly and severally for the Plaintiffs' claims for breach of fiduciary duty, the sum of \$26,344.51, along with taxable court costs. Post-judgment interest on the total sum shall accrue at the annual rate of 5%.

The Court further found that the actions of the Defendants merit exemplary damages. As such, the Court awards exemplary damages as follows:

The Court orders that Plaintiffs recover from Defendants, REOC Partners, Ltd., Todd Gold, and Two Seventy Seven GP, LLC, jointly and severally for the Plaintiffs' exemplary damages claims arising out of the Plaintiffs' claims for Common Law Fraud, and breach of fiduciary duty, the sum of \$104,962.48. Post-judgment interest on the total sum shall accrue at the annual rate of 5%.

The Court orders that Plaintiffs recover from Defendants, REOC Partners, Ltd., Todd Gold, and 633-4S GP, LLC, jointly and severally for the Plaintiffs' exemplary damages claims arising out of the Plaintiffs' claims for Common Law Fraud, and breach of fiduciary duty, the sum of \$ 495,865.76. Post-judgment interest on the total sum shall accrue at the annual rate of 5%.

The Court orders that Plaintiffs recover from Defendants, REOC Partners, Ltd., Todd Gold, and LL & R CORNERSTONE GP, LLC, jointly and severally for the Plaintiffs' exemplary damages claims arising out of the Plaintiffs' claims for breach of fiduciary duty, the sum of \$ 52,689.02. Post-judgment interest on the total sum shall accrue at the annual rate of 5%.

All relief requested in this case and not expressly granted is denied.

This judgment is final, disposes of all claims and all parties, and is appealable.

All writs and processes for the enforcement and collection of this judgment or the costs of court may issue as necessary.

SIGNED on this 12 day of March, 2013.



JUDGE PRESIDING

EXHIBIT A-3

From: [Bill Ozer](#)
To: [Bill Ozer](#)
Subject: SC Ruling by Jefferson
Date: Tuesday, October 22, 2013 7:00:58 AM
Attachments: [Mandamus Order.pdf](#)

----- Forwarded Message -----

From: Todd A. Prins <taprins@prinslaw.com>

To: Bill Ozer <williamozer@yahoo.com>; Karen Ozer <karenozer@yahoo.com>

Sent: Friday, October 4, 2013 12:44 PM

Subject: Order

Here we go. Remember, we do NOT have it yet. He doesn't want to get in trouble.

Thanks,

Todd A. Prins
Prins Law Firm
4940 Broadway, Ste. 108
San Antonio, TX 78209
210-820-0833
210-820-0929 fax
www.prinslaw.com

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IN THE SUPREME COURT OF TEXAS

Regarding Application for Writ of
Mandamus for Cause No. 2009 CI
18567, In the 150th Judicial
District, Bexar County, Texas

ON PETITION FOR WRIT OF MANDAMUS

This petition arises out of an attempt by the Defendants to enforce arbitration clauses contained within the limited partnership agreements of 633 4-S, Ltd. and Two Seventy Seven, Ltd. Such clauses read identically as follows:

XII. Resolution of Disputes

12.1. Arbitration. Any claim, dispute or controversy of any nature whatsoever, including but not limited to, tort claims or contract disputes among the parties to this Agreement or their respective successors and assigns, arising out of or relating to the terms and conditions of this Agreement, including the implementation, applicability and interpretation thereof, shall be resolved in accordance with the dispute resolution procedures set forth in Annex A attached to this Agreement.¹

The Petitioners herein assert that the trial court has committed an abuse of discretion curable only by writ of mandamus. In that regard, we have repeatedly held that a trial court's denial of a request to enforce an arbitration agreement is subject to mandamus. *See, In re Merrill Lynch & Co., Inc.*, 315 S.W.3d 888, 890-891 (Tex. 2010) (per curiam) (A party seeking relief pursuant to the FAA from the trial court's denial of arbitration or a stay of litigation must file a petition for writ of

¹ A copy of the Annex is attached hereto

mandamus); *In re NEXT Financial Group, Inc.*, 271 S.W.3d 263, 266 (Tex. 2008) (Mandamus relief is appropriate when a trial court erroneously denies a motion to compel arbitration pursuant to an agreement governed by the FAA); and *In re Bank One, N.A.*, 216 S.W.3d 825, 826 (Tex. 2007) (Mandamus relief is appropriate when a trial court denies a motion to compel arbitration and the underlying contract is governed by the FAA).

This matter is unique, however, as the Petitioners have elected to “skip the line” in the judicial process and seek original relief from this Court. As a result, on August 27, 2013, we ordered:

1. That the Defendants’ Application for Writ of Mandamus is conditionally DENIED.
2. That the Defendants have seven (7) days from the date of this Order to present sufficient and substantial evidence of (1) jurisdiction of this Court; (2) why they have not waived arbitration.
3. No additional briefing is necessary or requested. The trial court proceedings are stayed until Defendants comply with this Order within seven (7) days. Should Defendants fail to comply, the trial court shall issue its orders accordingly.
4. Defendants are taxed all costs of court associated with the matter and are further ordered to show cause why they and their counsel should not be sanctioned for this filing.

Briefing was submitted by the Defendants and Plaintiff and it is clear that our initial ruling should not be disturbed, but that further orders are necessary.

First, after analysis of the jurisprudence and statutes of this state, it is abundantly clear that we should not hear this original proceeding. The analysis first turns on whether the courts of appeals have concurrent jurisdiction with this court. Like us, the courts of appeals have statutory and constitutional authority to review the decisions of lower courts through the exercise of their original and appellate jurisdiction. Tex. Const. art. 5 § 6. Under the Texas Constitution, the courts of appeals have original jurisdiction “as may be prescribed by law”. Tex. Const. art. 5 § 6. Under the Government Code, a court of appeals or a justice of a court of appeals has the

authority to issue writs of mandamus and all other writs necessary to enforce its jurisdiction. Tex. Gov't Code § 22.221(a). In addition, a court of appeals may issue a writ of mandamus against a judge of a district or county court that is within the court of appeals' district. Tex. Gov't Code § 22.221(b); *see* Tex. Gov't Code § 22.201--court of appeals districts. The district court against which mandamus relief is being sought lies within the jurisdiction of the Fourth Court of Appeals based in San Antonio, Texas.

Pursuant to the Tex. Gov't Code §§ 22.002(a), 22.221(b), there is concurrent original jurisdiction with us over a district or county court judge within that court of appeal's district. In *Johnson v. Fourth Court of Appeals*, 700 S.W.2d 916, 917 (Tex. 1985) we stated that "Since June 19, 1983, the courts of appeals have exercised concurrent mandamus jurisdiction with the Supreme Court over district judges of this state. Government Code, ch. 480, §§ 22.002 and 22.221, 1985 Tex. Sess. Law Serv. 3367, 3369, 3386 (to be codified at TEX. GOV'T. CODE §§ 22.002(a) and 22.221(b) (Vernon)). As a result of this expansion of jurisdiction, we have increasingly been asked to decide whether a court of appeals has abused its discretion in granting mandamus relief. This issue typically arises when the court of appeals grants mandamus relief to a party based upon an abuse of discretion in the trial court. The party adversely affected by the mandamus judgment seeks review by mandamus in this Court, arguing that the court of appeals abused its discretion in holding that the trial court abused its discretion. The use of the phrase, "abuse of discretion," to describe the alleged misfeasance of both the trial court and the court of appeals is unfortunate because its meaning in each context is not the same. The discretion exercised by a trial court when ruling on an interlocutory matter is ordinarily quite broad, whereas the discretion exercised by an appellate court possessing mandamus power is much more confined.

As noted in *Johnson*, the court of appeals considers the abuse of discretion on the part of the trial court and then this Court applies a narrower standard to review the determination of the court of appeals. This is because, when the court of appeals has concurrent original jurisdiction with us, the proceeding must be brought first in the court of appeals rather than here unless there is a compelling reason to bring the proceeding in the Supreme Court. Tex. R. App. P. 52.3(e) provides that “(e) *Statement of Jurisdiction*. --The petition must state, without argument, the basis of the court's jurisdiction. If the Supreme Court and the court of appeals have concurrent jurisdiction, the petition must be presented first to the court of appeals unless there is a compelling reason not to do so. If the petition is filed in the Supreme Court without first being presented to the court of appeals, the petition must state the compelling reason why the petition was not first presented to the court of appeals.” This is clear and unequivocal and the Defendants failed to do so in their petition.

The Defendants, however, were provided an opportunity to address this failure and in their attempt to do so only alleged hyperbolic allegations of bias on the part of the Fourth Court of Appeals in an unrelated unfavorable ruling. When an appellant claims judicial bias, we review the record to see if it shows the judge's bias denied him due process of law. *Armstrong v. State*, No. 05-10-01246-CR, 2011 Tex. App. LEXIS 9760, 2011 WL 6188608, at *5 (Tex. App.—Dallas Dec. 14, 2011, no pet.) (not designated for publication). The terms “bias” and “prejudice” do not encompass all unfavorable rulings towards an individual, but instead must “connote a favorable or unfavorable disposition or opinion that is somehow wrongful or inappropriate, either because it is undeserved, or because it rests upon knowledge that the subject ought not to possess . . . or because it is excessive in degree.” *Abdygapparova v. State*, 243 S.W.3d 191, 198 (Tex. App.—San Antonio 2007, pet. refd) (citing *Liteky v. United States*,

510 U.S. 540, 550, 114 S. Ct. 1147, 127 L. Ed. 2d 474 (1994)). Judicial remarks during the course of a trial that are critical or disapproving of, or even hostile to counsel, the parties, or their cases, ordinarily do not support a bias or partiality challenge. *Dockstader*, 233 S.W.3d at 108. And, a "judge's ordinary efforts at courtroom administration—even a stern and short-tempered judge's ordinary efforts at courtroom administration—remain immune." *Garcia v. State*, 246 S.W.3d 121, 147 (Tex. App.—San Antonio 2007, pet. ref'd) (quoting *Liteky*, 510 U.S. at 556).

Having reviewed the entire record in this case, we cannot conclude it supports the Defendants' assertion that they were denied due process because of judicial bias. In fact, it appears from the record, that the lower courts have been inordinately patient in dealing with the actions of the Defendants. Since the Defendants utterly failed in demonstrating a compelling reason to present this original proceeding to us and should have pursued any relief in the court of appeals.

Next, the Constitution does not afford courts jurisdiction to issue advisory opinions; those are a function of the executive department. TEX. CONST. art. IV, §§ 1, 22 (specifying that the attorney general is part of the executive department and empowering the attorney general to issue advisory opinions to the governor and other officials); *e.g.*, *Valley Baptist Med. Ctr. v. Gonzalez*, 33 S.W.3d 821, 822 (Tex. 2000) (per curiam) ("Under article II, section 1 of the Texas Constitution, courts have no jurisdiction to issue advisory opinions."); *see also Patterson*, 971 S.W.2d at 442 ("The constitutional roots of justiciability doctrines such as ripeness, as well as standing . . . , lie in the prohibition on advisory opinions, which in turn stems from the separation of powers doctrine."). And the open courts provision contemplates access to courts only for persons who have suffered an injury. TEX. CONST. art. I, § 13 ("All courts shall be open, and

every person for an injury done him, in his lands, goods, person or reputation, shall have remedy by due course of law."); *see Tex. Ass'n of Bus.*, 852 S.W.2d at 444. Thus, standing requires a justiciable injury that gives rise to a real controversy which judicial action can resolve. *Tex. Workers' Comp. Comm'n v. Garcia*, 893 S.W.2d 504, 517-18 (Tex. 1995); *see Tex. Ass'n of Bus.*, 852 S.W.2d at 444 (recognizing Texas courts have no jurisdiction to render opinions that, rather than remedying an actual or imminent harm, decide abstract questions of law without binding the parties).

However, part of the Order referenced above requested briefing on the issue of waiver of the arbitration agreement at issue and, therefore, it is appropriate to provide guidance, albeit not an opinion. It is clear from its face that the arbitration agreement at issue is valid and binding on the parties and subject to the Federal Arbitration Act (FAA). Nonetheless, such agreements can be waived. The issue of waiver usually arises when one party to pending litigation is seeking to stay the litigation and compel the other party to arbitrate. The Federal Arbitration Act provides that the court is not required to stay litigation if the applicant is "in default in proceeding with such arbitration" 9 U.S.C. § 3. In applying this provision, courts commonly use the term "waiver" rather than the statutory term "default". *In re Bruce Terminix Co.*, 988 S.W.2d 702, 704 (Tex. 1998). We have compared waiver to "estoppel". *Perry Homes v. Cull*, 258 S.W.3d 580, 595 (Tex. 2008). In *Perry*, we noted that we have said on many occasions that a party waives an arbitration clause by substantially invoking the judicial process to the other party's detriment or prejudice. Due to the strong presumption against waiver of arbitration, this hurdle is a high one. To date, we have never found such a waiver, holding in a series of cases that parties did not waive arbitration by:

. filing suit;

- . moving to dismiss a claim for lack of standing;
- . moving to set aside a default judgment and requesting a new trial;
- . opposing a trial setting and seeking to move the litigation to federal court;
- . moving to strike an intervention and opposing discovery;
- . sending 18 interrogatories and 19 requests for production;
- . requesting an initial round of discovery, noticing (but not taking) a single deposition, and agreeing to a trial resetting; or
- . seeking initial discovery, taking four depositions, and moving for dismissal based on standing.

These cases well illustrate the kind of conduct that falls short. But because none amounted to a waiver, they are less instructive about what conduct suffices. We have stated that "allowing a party to conduct full discovery, file motions going to the merits, and seek arbitration only on the eve of trial" would be sufficient. All of those activities appear to have occurred in this case.

When analyzing waiver under the FAA, we always begin by looking to the standards imposed by the federal courts. They decide questions of waiver by applying a totality-of-the-circumstances test on a case-by-case basis. In doing so, they consider a wide variety of factors including:

- . whether the movant was plaintiff (who chose to file in court) or defendant (who merely responded);
- . how long the movant delayed before seeking arbitration;
- . whether the movant knew of the arbitration clause all along;
- . how much pretrial activity related to the merits rather than arbitrability or jurisdiction;

- . how much time and expense has been incurred in litigation;
- . whether the movant sought or opposed arbitration earlier in the case;
- . whether the movant filed affirmative claims or dispositive motions;
- . what discovery would be unavailable in arbitration;
- . whether activity in court would be duplicated in arbitration; and
- . when the case was to be tried.

Of course, all these factors are rarely presented in a single case. Federal courts have found waiver based on a few, or even a single one. However, Federal jurisprudence provides very clear guidance in a situation such as this as in *Price v. Drexel Burnham Lambert, Inc.*, 791 F.2d 1156, 1162 (5th Cir. [Tex.] 1986), the Fifth Circuit Federal Court of Appeals held as follows:

Moreover, the district court's conclusion that prejudice to the Prices was sufficient to constitute a waiver of Drexel's right to invoke the arbitration process is not without support. In *Bengiovi v. Prudential-Bache Securities, Inc.*, [1984-85 Transfer Binder]Fed. Sec. L. Rep. (CCH) P 92,012, at 91,013 (D.D.C. April 25, 1985), the court denied a motion to compel arbitration eight and one-half months after the complaint had been filed, and only four and one-half weeks before trial, where the defendants failed to raise the defense of arbitration, participated in several discovery procedures, and ultimately, moved for partial summary judgment.

As a result of these actions, plaintiff has been required to produce documents, answer deposition questions, and file an opposition to the summary judgment motion . . . In light of this delay in seeking arbitration *and the resulting prejudice to plaintiff*, Pru-Bache cannot now rely on the Customer Agreement to compel arbitration. *Id.* at 91,018 (emphasis added) (footnotes omitted).

While not binding, this should provide guidance to any courts reviewing the issue of waiver herein.

Finally, we address the "show cause" portion of our earlier order. It is abundantly clear from the record that the Defendants and their counsel have been sanctioned on multiple occasions. This has not

deterred them from pursuing relief and remedies that are spurious at best. In the present case, the only response to our show cause order was for the Defendants to reiterate their allegations of bias and/or prejudice by the lower courts. As stated previously, there is no evidence whatsoever of such bias or prejudice and the Defendants and their counsel certainly were not justified in wasting the resources of this Court and the Plaintiff. The Defendants have failed in their burden to “show cause.” In *Hardy v. State*, 102 S.W.3d 123 (Tex. 2003) we wrote that the burden is squarely on the party violating the rule or statute to “show cause” as to why they should not be penalized. As they have failed, the only remaining issue is what sanctions are appropriate. In *Paradigm Oil, Inc. v. Retamco Operating, Inc.*, 372 S.W.3d 177 (Tex. 2012) we analyzed the considerations to be given in regard to sanctions. In that case we stated that they must be “just” and “not excessive.” In reviewing the totality of the circumstances it is to be noted that sanctions issued by the court of appeals in the amount of \$10,000.00 were not effective to halt the Defendants’ actions. Therefore, we have determined that an exponential increase should, hopefully, send the proper message and the Defendants and their counsel are jointly and severally sanctioned in the amount of \$100,000.00.

It is hereby ORDERED:

1. That the Defendants’ Petition for Writ of Mandamus regarding Defendants’ Motion to Abate to Enforce Arbitration, is DISMISSED for want of jurisdiction.
2. That the Defendants and their counsel of record are jointly and severally sanctioned in the amount of \$100,000.00.
3. Defendants are taxed all costs of court associated with the matter and are further ordered to reimburse all related reasonable and necessary attorneys’ fees of Plaintiff for this matter.

Opinion written by former Chief Justice Wallace B. Jefferson and signed and entered to be effective this 4th day of October, 2013 by Chief Justice Nathan L. Hecht.

ANNEX A

ARBITRATION
AGREEMENT

1. Agreement to Arbitrate. All controversies and disputes arising out of or relating to the Limited Partnership Agreement of 633-4S RANCH, LTD. as such agreement may be amended, modified or restated from time to time shall be subject to this Arbitration Agreement.

2. Application of the Federal Arbitration Act. Except as modified herein, the Federal Arbitration Act, 9 U.S.C. §1, et seq., shall apply to any arbitration hereunder.

3. Location and Rules of Arbitration. Any arbitration proceedings hereunder shall be conducted in the City of San Antonio, Bexar County, Texas; provided, however, the location of any depositions conducted in connection with any arbitration proceeding hereunder shall be governed by the Federal Rules of Civil Procedure as provided in Section 8, and the Commercial Arbitration Rules (the "Rules") of the American Arbitration Association ("AAA"), or its successor, subject to the limitations and modifications set forth herein.

4. Notice of Arbitration and Answer. Notice of a demand for arbitration pursuant to this Annex A (a "Notice to Arbitrate") shall be made in writing and delivered to all other affected parties by personal delivery or by certified or registered mail, return receipt requested. A Notice to Arbitrate shall be accompanied by a short and plain statement of the party's claim(s), the grounds for same and the relief sought. Within ten days of receipt of the Notice to Arbitrate, the other party shall set forth in writing and deliver to all other affected parties by personal delivery or certified or registered mail, return receipt requested, an answer setting forth its response to the claim for relief, as well as any affirmative defenses and counterclaims.

5. Selection of Arbitrator. The arbitration shall be before one (1) independent, neutral arbitrator, if the amount in controversy is less than or equal to \$1,000,000.00 and three (3), independent, neutral arbitrators if the amount in controversy is greater than \$1,000,000.00 (the "Arbitrators"). Each Arbitrator shall be a licensed attorney in the State of Texas, having practiced law or having been a state or federal judge for not less than ten (10) years in total. Each Arbitrator shall be selected in the following manner.

a. If the parties to the Arbitration can agree on the Arbitrators within five (5) days from the date of a Notice to Arbitrate, then the Arbitrators shall be the Arbitrators selected by such agreement.

b. If the Partners are unable to agree upon the Arbitrators, then any party to the dispute may apply to a District Court for Bexar County, Texas for the appointment of the Arbitrators.

6. Scope of Arbitration. It is the express intention of the parties hereto that, except as otherwise expressly provided herein and subject to the terms and provisions of the Transaction

Agreements, the Arbitrators be authorized and empowered to award any and all relief, at law or in equity, that could be granted by a court of competent jurisdiction; provided, however, the Arbitrators shall not have the authority to award punitive or exemplary damages. By way of example and not limitation, the Arbitrators may order or grant damages, specific performance of any obligation of a party, injunctive relief, pre- and post-judgment interest, attorneys' fees, costs and/or sanctions for abuse or frustration of the arbitration process. The foregoing notwithstanding, the parties may seek and obtain from a court of competent jurisdiction a temporary restraining order, temporary injunction or other temporary emergency relief without first having to submit such dispute to arbitration, provided, that the Arbitrators shall decide all issues relating to a request for a permanent injunction or other permanent relief. The Arbitrators shall be required to recognize any privilege that is either recognized or maintainable under Texas law.

7. Payment of Arbitrators' Fee. It shall be the responsibility of each party to timely comply with the Arbitrators' requests for payment of his or her fees. Any party who has not complied with any such request within ten calendar days thereof shall be deemed in default and the Arbitrators may enter a default judgment against such party on the merits.

8. Discovery. The parties shall have the right to conduct and enforce pre-hearing discovery in accordance with the Federal Rules of Civil Procedure then in effect for the Western District of Texas, including any Local Rules (collectively, the "Court Rules"), subject to the following:

a. The parties shall make the voluntary disclosures described in the Court Rules (except those applicable to expert witnesses) within 30 days after the appointment of the Arbitrators. The identity and report of each expert witness, as well as all other disclosures described in the Court Rules, shall be disclosed to the other parties no later than 45 days after the appointment of the Arbitrators.

b. Each party may serve a request for production of tangible and documentary evidence. Responses to a request for production shall be due 15 days after receipt.

c. Each party may serve no more than one set of interrogatories limited to no more than 30 questions, including subparts. Answers to interrogatories shall be due 15 days after receipt.

d. Each party may depose up to, but no more than, three witnesses; provided, however, that each party is limited to no more than a total of 18 hours of deposition time in the aggregate.

e. All discovery must be completed within 45 days after appointment of the Arbitrators (the "Discovery Deadline").

f. The Arbitrators, for good cause shown, may, upon motion and three days' notice to all parties, extend any of the discovery deadlines set forth herein for a period not to exceed 14 days.

The Arbitrators shall have the right and authority to decide any and all discovery disputes. The Arbitrators shall be empowered to issue subpoenas and any and all process and

orders permitted under the Rules to compel cooperation in discovery and otherwise enforce the discovery rights and obligations of the parties.

10. Pre-Hearing Conference. The Arbitrators, within ten days of his or her appointment, shall conduct a pre-hearing conference (the "Pre-Hearing Conference"). The parties shall be prepared to discuss discovery matters, schedule the Additional Conference and Arbitration Hearing, decide procedural matters and address all other questions that may be presented.

11. Additional Conference. Within 10 days after the Discovery Deadline, the Arbitrators shall hold an additional conference (the "Additional Conference") to set dates for the exchange of witness and exhibit lists, deposition testimony designations, testimony summaries and arbitration briefs; determine the length of the Arbitration Hearing; and address any and all other questions that may be presented.

12. Arbitration Hearing. The arbitration hearing (the "Arbitration Hearing") shall commence within 20 days after the date of the Additional Conference, unless otherwise agreed by the parties. For good cause shown, the Arbitrators may grant no more than one continuance per party of a duration not to exceed 20 days each. Unless otherwise agreed by the parties or ordered by the Arbitrators for good cause shown, the Arbitration Hearing shall continue from day-to-day for such period of time (not to exceed five days) as may be set by the Arbitrators. Each party shall have equal time for presentation and rebuttal, unless otherwise agreed by the parties. The parties may present evidence, at their option, in the form of testimony (live and/or by deposition), documents and other tangible evidence, or testimony summaries, or any combination thereof; provided, however, that the testimony of expert witnesses (other than rebuttal testimony) shall be presented solely in the form of written reports (but any expert who presents a written report shall be made available for live testimony to the Arbitrators and for cross examination). Each party shall use its reasonable efforts to cause each of its employees, officers, directors and other individuals within its reasonable control to be available to give testimony at the Arbitration Hearing, provided that such party shall have received, at least 5 days prior to such Arbitration Hearing, notice from any other party to such Arbitration Hearing that such other party intends to call such employee, officer, director or other individual as a witness at the Arbitration Hearing. The Arbitrators shall, upon timely request by a party or if otherwise required by law, require witnesses to testify under oath administered by any duly qualified person. Any party may, at its own cost and three day's notice to all other parties, arrange for a stenographic record of the proceedings. Such record shall be made available for inspection and copying by all other parties and the Arbitrators.

13. Arbitration Award. The Arbitrators shall issue and deliver to each party a written and signed award (the "Arbitration Award") within 14 days after the conclusion of the Arbitration Hearing. The Arbitration Award shall contain the factual and legal bases for such award. The Arbitration Award shall, in addition to the relief granted therein, award attorneys' fees and costs to the prevailing party as the Arbitrators may determine in light of all of the circumstances. The term "costs" shall include, but is not necessarily limited to, court costs, the Arbitrators fee, administrative fees, travel expenses and out-of-pocket expenses such as copying charges, telephone expenses and witness fees (including expert witness fees). The Arbitration Award shall be binding upon the parties in accordance with its terms and judgment upon the Arbitration Award may be entered by any court having jurisdiction.

14. Submission to Court. The Arbitration Award shall be presented by any party to any court of competent jurisdiction, whether state or federal, for entry of a judgment thereon, or to vacate all or any portion thereof, in accordance with the Federal Arbitration Act. In the event that the Arbitration Award is vacated in part or in whole, then the parties each agree to promptly resubmit such vacated matters to the Arbitrators who issued the original Arbitration Award; provided, however, that if a basis for such vacatur is the partiality or corruption of one or more of the Arbitrators, or if any Arbitrator is not able to continue to serve, then the party designating such Arbitrator shall select a new Arbitrator in the manner provided in Section 5.

EXHIBIT A-4

From: [Bill Ozer](#)
To: [Bill Ozer](#)
Subject: Second Supreme Court Order
Date: Monday, December 30, 2013 11:31:12 AM
Attachments: [S. Ct. Order.12.17.13.pdf](#)

----- Forwarded Message -----

From: Todd A. Prins <taprins@prinslaw.com>
To: Bill Ozer <williamozero@yahoo.com>
Sent: Tuesday, December 17, 2013 1:47 PM
Subject: Orders

Here are the two orders we discussed. As you can see, the S. Ct. went our way and the Federal Court does not think that there is jurisdiction, but wants briefing on it by Monday. He gives us a roadmap on what to say on page 2.

Thanks,

Todd A. Prins
Prins Law Firm
4940 Broadway, Ste. 108
San Antonio, TX 78209
210-820-0833
210-820-0929 fax
www.prinslaw.com

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IN THE SUPREME COURT OF TEXAS

Regarding Application for Writ of
Mandamus for Cause No. 2009 CI
18567, In the 150th Judicial
District, Bexar County, Texas

ON MOTION FOR REHEARING

On October 4, 2013, this Court issued an order regarding a Petition for Writ of Mandamus authored by former Chief Justice Wallace B. Jefferson and signed and entered to be effective by Chief Justice Nathan L. Hecht. The petition arose out of an attempt by the Defendants to enforce arbitration clauses.

The Order addressed important issues to this Court including jurisdiction and sanctions for repeated violations of the Rules of Civil and Appellate Procedure and knowing attempts to circumvent the proper judicial process. We agreed to grant a rehearing so that a panel of Justices could review the issues presented.

First and foremost, we affirm and reiterate the Order of October 4, 2013. While there is some concern regarding the advisory opinion nature of certain aspects of the Order, it is abundantly clear that it is fundamentally sound in regard to the issue of jurisdiction. As set forth in greater detail in the October Order, Tex. R. App. P. 52.3(e) provides that "(e) *Statement of Jurisdiction*. --The petition must state, without argument, the basis of the court's jurisdiction. If the Supreme Court and the court of appeals have concurrent jurisdiction, the petition must be

presented first to the court of appeals unless there is a compelling reason not to do so. If the petition is filed in the Supreme Court without first being presented to the court of appeals, the petition must state the compelling reason why the petition was not first presented to the court of appeals.” This is a Rule of Procedure written and approved by this Court and this Court stands better than any to determine its applicability. In the present case, the only “compelling reason” consists of complaints related to unfavorable opinions. This is not a compelling reason as we have made abundantly clear on numerous occasions. This is, if anything, merely reflective of the merits of the Defendants’ defenses herein.

This Court cannot conceive of any rational basis for the exercise of jurisdiction for this application for a writ of mandamus.

Next, it was further ordered that the parties submit additional briefing regarding the history of sanctionable activity by the Defendants and their counsel. Upon review, it is clear that the sanctions set forth in the Order of then-Chief Justice Jefferson should be affirmed and reiterated. Further, by filing a frivolous Motion for Rehearing in light of his Order, additional sanctions are mandated.

It is hereby ORDERED:

1. That the Defendants’ Petition for Writ of Mandamus regarding Defendants’ Motion to Abate to Enforce Arbitration, is DISMISSED for want of jurisdiction.
2. That the Defendants and their counsel of record are jointly and severally sanctioned in the amount of \$150,000.00.
3. Defendants are taxed all costs of court associated with the matter and are further ordered to reimburse all related reasonable and necessary attorneys’ fees of Plaintiff for this matter.

It is, further, ORDERED that so as to obviate any confusion, the Order of the Fourth Court of Appeals, in the companion application, issuing a conditional writ of mandamus against the Honorable

Donna Kay McKinney shall take effect immediately and is not subject to any further review by this Court.

So Ordered this 12th day of December, 2013.


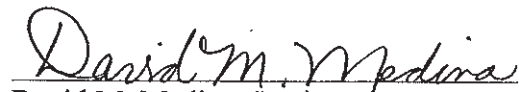


Nathan L. Hecht, Chief Justice
David M. Medina, Justice
Paul W. Green, Justice

EXHIBIT A-5

From: [Bill Ozer](#)
To: [Bill Ozer](#)
Subject: Show Cause Order - Contempt 2
Date: Wednesday, February 19, 2014 11:33:34 AM
Attachments: [Show Cause Order.pdf](#)

----- Forwarded Message -----

From: Todd A. Prins <taprins@prinslaw.com>
To: Bill Ozer <williamozero@yahoo.com>; Karen Ozer <karenozer@yahoo.com>
Sent: Monday, February 10, 2014 7:16 AM
Subject: Show Cause Order

I'm back from Lubbock and this was in the mail. I'm going to draft a "reply" shell to whatever bs they file so that we can respond immediately to it.

Thanks,

Todd A. Prins
Prins Law Firm
4940 Broadway, Ste. 108
San Antonio, TX 78209
210-820-0833
210-820-0929 fax
www.prinslaw.com

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IRS CIRCULAR 230 DISCLOSURE: Any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, by any taxpayer for the purpose of (1) avoiding tax-related penalties under the U.S. Internal Revenue Code or (2) promoting, marketing or recommending to another party any tax-related matters addressed herein.

CAUSE NO. 2009-CI-18567

WILLIAM B. OZER

V.

TODD GOLD, TWO SEVENTY
SEVEN GP, LLC, 633-4S GP, LLC
LL & R CORNERSTONE GP, LLC
AND REOC PARTNERS LTD.

§
§
§
§
§
§
§

IN THE DISTRICT COURT OF

BEXAR COUNTY, TEXAS


150th JUDICIAL DISTRICT

SHOW CAUSE ORDER

On the day indicated below, came on for consideration the Plaintiff, William B. Ozer's Motion to Show Cause. The Court having considered the Motion and evidence has determined that it is apparent that the Defendants, Todd Gold, Two Seventy Seven GP, LLC, 633-4S GP, LLC, LL & R Cornerstone GP, LLC, and REOC Partners Ltd. along with Kenneth Wolf and John Turcotte, acting in concert with them, are in contempt of this Court's orders.

The Court, therefore, ORDERS that the Defendants, Todd Gold, Two Seventy Seven GP, LLC, 633-4S GP, LLC, LL & R Cornerstone GP, LLC, and REOC Partners Ltd. along with Kenneth Wolf and John Turcotte, acting in concert with them, show cause as to why they are not in contempt of this Court's orders no later than February 12, 2014.

SIGNED and ENTERED on this 6TH day of February, 2014.



JUDGE PRESIDING

EXHIBIT A-6

From: [Todd A. Prins](#)
To: [Karen Ozer](#); williamoz@yahoo.com
Subject: Order
Date: Tuesday, May 27, 2014 1:57:13 PM
Attachments: [Final Order Jurisdiction.pdf](#)

We got it. Take a look. Most important, is the certification. He gave us that and accelerated the deadlines as much as possible. They have until Friday to appeal. If they do, the appeals court has to rule by 6/23 or they lose. It doesn't give us immediate release, but it gives us a hard deadline. I'm sure they'll try to appeal, but maybe not. I think they could really get seriously sanctioned if they do.

Also, Price has our Motions on the subpoenas assigned to him today so he'll get us an order on those.

Thanks,

Todd A. Prins
Prins Law Firm
4940 Broadway, Ste. 108
San Antonio, TX 78209
210-820-0833
210-820-0929 fax
www.prinslaw.com

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IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

TWO SEVENTY SEVEN GP, LLC,	§	
ET. AL.	§	
<i>Plaintiffs</i>	§	
	§	Civil Action
v.	§	
	§	
WILLIAM B. OZER	§	
<i>Defendant</i>	§	

ORDER

In the case at bar, plaintiffs, Two Seventy Seven GP, LLC, Todd Gold, 633-4S GP, LLC, LL & R Cornerstone GP, LLC and REOC Partners Ltd. have brought a Federal Declaratory Judgment action in an attempt to enforce arbitration clauses against the defendant William B. Ozer.

Jurisdiction.

In all matters, the Court must first determine, *sua sponte*, whether it has jurisdiction over the matter complained of. In the present cause of action, the only complaint presented to the Court is a desire to enforce arbitration pursuant to the Federal Arbitration Act, Title 9, U.S.C. §1, *et seq.* (the "FAA") The underlying claims are those of negligent misrepresentation, common-law fraud, breach of fiduciary duty, *quantum meruit*, business disparagement, defamation/slander, and breach of contract. All are state law claims and did not appear to give rise to Federal Jurisdiction. This Court, therefore, requested briefing to address why this matter should

not be dismissed. The parties have now briefed the issues before this court and it is clear that our initial impressions were correct.

Jurisdiction may be based on the presence of a federal question, 28 U.S.C. § 1331, on traditional diversity of citizenship, 28 U.S.C. § 1332(a), on diversity of citizenship under the Class Action Fairness Act, 28 U.S.C. § 1332(d), or on some federal statute specially conferring original jurisdiction. The special jurisdictional statutes, although usually relating to matters of federal law, may broaden or limit the jurisdiction that would otherwise be available under the general federal question jurisdiction statute. See, e.g., 28 U.S.C. §§ 1334--matters arising in or related to bankruptcy cases, 1337--matters arising under federal statutes regulating commerce, 1338--matters arising under federal patent, copyright, and trademark law, including related state unfair competition claim. In addition to the jurisdictional statutes in Sections 1331 through 1363 of Title 28, jurisdiction may be conferred specifically by the statute creating the particular cause of action. See, e.g., 29 U.S.C. § 216(b)--Fair Labor Standards Act.

Additionally, federal courts have original jurisdiction to hear actions arising under the Constitution, laws, or treaties of the United States. Such actions may be removed to federal

court without regard to diversity or to the amount in controversy. 28 U.S.C. §§ 1331, 1441(a).

A case arises under federal law if federal law creates the plaintiff's claim or may arise under federal law if a federal right or immunity is an essential ingredient embedded in the plaintiff's state law cause of action. Thus, a there is jurisdiction if federal law creates the cause of action, or if some substantial, disputed question of federal law is a necessary element of one of the plaintiff's state claims. *Grable & Sons Metal Prods., Inc. v. Darue Eng'g & Mfg.*, 545 U.S. 308, 314, 125 S. Ct. 2363, 162 L. Ed. 2d 257 (2005); *Franchise Tax Bd. v. Laborers Vac. Trust*, 463 U.S. 1, 9-11, 13, 103 S. Ct. 2841, 77 L. Ed. 2d 420 (1983). Under the "ingredient" test for federal question jurisdiction, the state law claim must "necessarily raise a stated federal issue, actually disputed and substantial, which a federal forum may entertain without disturbing any congressionally approved balance of federal and state judicial responsibilities". *Grable & Sons Metal Prods., Inc.*, 545 U.S. 308, 125 S. Ct. 2363, 162 L. Ed. 2d 257 (2005) (rejecting concept that existence of private right of action under federal law is essential to federal question jurisdiction when balance of federal and state interests favors jurisdiction). Accordingly, "the mere presence of a federal issue in a state cause of

action does not automatically confer federal question jurisdiction". *Merrell Dow. Pharm., Inc. v. Thompson*, 478 U.S. 804, 814, 106 S. Ct. 3229, 92 L. Ed. 2d 650 (1986).

To determine whether a question of federal law is substantial, a court will look at whether jurisdiction would serve congressional purposes and the federal system. Thus, when Congress provided no remedy for violation of a federal statute, federal interest in a state cause of action for violation of the federal statute was not great enough to support federal jurisdiction, especially because the exercise of federal jurisdiction would disturb where such state law claims are tried. *Merrell Dow Pharmaceuticals v. Thompson*, 478 U.S. 804, 814, 106 S. Ct. 3229, 92 L. Ed. 2d 650 (1986) (tort claim based on violation of Federal Food, Drug, and Cosmetic Act, 21 U.S.C. § 301 et seq.).

Federal jurisdiction over a state law claim under the ingredient test formulated in *Grable* exists in that "special and small category" of cases in which federal law is an ingredient of a state law cause of action only if the federal issue is: (1) necessarily raised, (2) actually disputed, (3) substantial, and (4) capable of resolution in federal court without disrupting the federal-state balance approved by Congress. *Gunn v. Minton*, ____ U.S. ____, 133 S. Ct. 1059, 1064-1065 (2013). Satisfaction of the substantiality element

depends on the importance of the federal issue to the federal system as a whole, not on its importance to the parties or to resolution of the actual case in which the issue has arisen. *Gunn v. Minton*, ____ U.S. ____, 133 S. Ct. 1059, 1066-1068 (2013). Thus, despite its significance in the sense that the federal issue is necessarily raised and actually disputed in the case in question and notwithstanding the importance of the federal issue to federal law in some hypothetical or abstract sense, if resolution of the issue will not adversely affect a federal interest, such as the collection of taxes, the validity of bonds issued by the federal government or the development of federal law or its application in other cases, it may not be substantial in the relevant sense. *Gunn v. Minton*, ____ U.S. ____, 133 S. Ct. 1059, 1066-1068 (2013) (claim of malpractice arising from prior patent work not within federal jurisdiction because determination of patent law issue in state malpractice case will not stand as precedent in future patent cases or even affect the patent in question; disapproving *Air Measurement Technologies, Inc. v. Akin Gump Strauss Hauer & Feld, L.L.P.* 504 F. 3d 1262 (2007)). Further, if the classification of the issue as a federal one will have the effect of disrupting shared adjudicative responsibility by giving federal courts jurisdiction over cases normally litigated in state courts, but without Congressional intent or approval, that also may be a

sufficient reason to defeat federal arising under jurisdiction. *Gunn v. Minton*, ____ U.S. ____, 133 S. Ct. 1059, 1068 (2013) ("We have no reason to suppose that Congress--in establishing exclusive federal jurisdiction over patent cases--meant to bar from state courts legal malpractice claims simply because they require resolution of a hypothetical patent issue"); see also *Merrell Dow Pharmaceuticals, Inc. v. Thompson* 478 U.S. 804, 811-812 (1986).

Similarly, the Fifth Circuit Court of Appeals has interpreted *Grable* to mean that federal question jurisdiction under the ingredient test requires that "(1) resolving a federal issue is necessary to resolution of a state-law claim; (2) the federal issue is actually disputed; (3) the federal issue is substantial; and (4) federal jurisdiction will not disturb the balance of federal and state judicial responsibilities". *Singh v. Duane Morris LLP*, 538 F.3d 334, 337-340 (5th Cir. [Tex.] 2008) (claim of alleged malpractice in trademark litigation not within federal jurisdiction because federal issue is not substantial, and exercise of federal jurisdiction would considerably intrude on state authority).

Under the "well-pleaded complaint" rule, the federal question must necessarily appear from the plaintiff's petition, and the petition must be confined to a statement of the plaintiff's cause of action without anticipation of any

probable federal defense. *Franchise Tax Bd. v. Laborers Vac. Trust*, 463 U.S. 1, 9-11, 103 S. Ct. 2841, 77 L. Ed. 2d 420 (1983); *Ashley v. Southwestern Bell Tel. Co.*, 410 F. Supp. 1389, 1391 (W.D. Tex. 1976). Thus, if the federal question appears only as a defense and not as part of the plaintiff's case in chief, the case may not be removed even if both parties agree that the federal defense is the only question truly at issue. *Powers v. South Central Un. Food & Comm. Workers Unions*, 719 F.2d 760, 764 (5th Cir. [Tex.] 1983); see also *Aquafaith Shipping, Ltd. v. Jarillas*, 963 F.2d 806, 808 (5th Cir. [La.] 1992) (defendant's pleadings may be examined in order to determine whether plaintiff's complaint is, in fact, "well pleaded").

Negligent Misrepresentation, Common Law Fraud, and Breach of Fiduciary Duty, are the claims alleged herein. None of these claims give rise to a federal question nor do they contain an ingredient of a federal claim. No Federal Statute is at issue and no federal questions are raised. These are all Texas State Law Claims predicated upon Texas common law and do not give rise to federal jurisdiction.

Next, the federal district courts have original jurisdiction over civil actions between citizens of different states, between state citizens and citizens or subjects of foreign states, between citizens of different states in which

foreign states or citizens are additional parties, and between a foreign state (as defined in 28 USCS § 1603(a)) as plaintiff and citizens of a state or of different states, provided the value of the matter in controversy exceeds \$75,000. 28 U.S.C. § 1332(a). The complaining party has the burdens of pleading and proving diversity. see *Mas v. Perry*, 489 F.2d 1396, 1399 (5th Cir. [La.] 1974).

Complete diversity is necessary for "traditional" diversity jurisdiction. If any plaintiff and any defendant are citizens of the same state, diversity is destroyed and there is no federal jurisdiction. *Indianapolis v. Chase National Bank*, 314 U.S. 63, 69-70, 62 S. Ct. 15, 86 L. Ed. 47 (1941). If necessary, the federal court must realign the parties so that those with the same ultimate interest in the outcome are on the same side, and formal or nominal parties may be disregarded. *Aynesworth v. Beech Aircraft Corp.*, 604 F. Supp. 630, 633-634 (W.D. Tex. 1985); *Bundag, A.G. v. Euramerica Corp.*, 510 F. Supp. 622, 624 (N.D. Tex. 1981).

A review of the complaint herein indicates that all parties are Texas individuals and/or entities and, therefore, diversity does not exist.

As none of these claims give rise to federal question jurisdiction nor is there diversity of citizenship we must look to the basis of this action which is the FAA. The FAA does not

create any independent federal question jurisdiction. Therefore, a federal court may not compel arbitration of a contract within the scope of the FAA unless the plaintiff¹ has alleged an independent basis for either federal question jurisdiction or diversity jurisdiction. *Moses H. Cone Hospital v. Mercury Constr. Corp.*, 460 U.S. 1, 25 n.32, 103 S. Ct. 927, 74 L. Ed. 2d 765 (1983); *New Process Steel Corp. v. Titan Indus. Corp.*, 555 F. Supp. 1018, 1020 (S.D. Tex. 1983); see *Commercial Metals Co. v. Balfour, Guthrie, & Co., Ltd.*, 577 F.2d 264, 266-269 (5th Cir. [Tex.] 1978) (upholding dismissal of action in absence of diversity of citizenship or federal question).

All of which leads to the unassailable conclusion that there is no federal court jurisdiction and that this matter should be dismissed with prejudice to refiling same. This court, therefore, ORDERS that this claim is dismissed with prejudice.

Sanctions.

In a vacuum, this would appear to be a case of "artful pleading" by the plaintiffs herein and, while vexing, not subject to sanctions other than denying them the opportunity to litigate in the federal courts. Given, however, the history

¹ The putative plaintiff herein is Ozer despite being named a defendant in this action.

provided by the defendant and the obvious attempt to utilize this court as a shield to avoid the rulings and justice of the district and appellate courts of Texas, sanctions are appropriate. Rule 11 (c) provides as follows:

(1) *In General.* If, after notice and a reasonable opportunity to respond, the court determines that Rule 11(b) has been violated, the court may impose an appropriate sanction on any attorney, law firm, or party that violated the rule or is responsible for the violation. Absent exceptional circumstances, a law firm must be held jointly responsible for a violation committed by its partner, associate, or employee.

(2) *Motion for Sanctions.* A motion for sanctions must be made separately from any other motion and must describe the specific conduct that allegedly violates Rule 11(b). The motion must be served under Rule 5, but it must not be filed or be presented to the court if the challenged paper, claim, defense, contention, or denial is withdrawn or appropriately corrected within 21 days after service or within another time the court sets. If warranted, the court may award to the prevailing party the reasonable expenses, including attorney's fees, incurred for the motion.

(3) *On the Court's Initiative.* On its own, the court may order an attorney, law firm, or party to show cause why conduct specifically described in the order has not violated Rule 11(b).

(4) *Nature of a Sanction.* A sanction imposed under this rule must be limited to what suffices to deter repetition of the conduct or comparable conduct by others similarly situated. The sanction may include nonmonetary directives; an order to pay a penalty into court; or, if imposed on motion and warranted for effective deterrence, an order directing payment to the movant of part or all of the reasonable attorney's fees and other expenses directly resulting from the violation.

(5) *Limitations on Monetary Sanctions.* The court must not impose a monetary sanction:

(A) against a represented party for violating Rule 11(b)(2); or

(B) on its own, unless it issued the show-cause order under Rule 11(c)(3) before voluntary dismissal or settlement of the claims made by or against the party that is, or whose attorneys are, to be sanctioned.

(6) *Requirements for an Order.* An order imposing a sanction must describe the sanctioned conduct and explain the basis for the sanction.

With that Rule in mind, sanctions are appropriate for the filing of this declaratory judgment action. The plaintiffs and their counsel filed the document for an improper purpose, such as to harass, cause an unnecessary delay, or needlessly increase the cost of litigation. Fed. R. Civ. P. 11(b)(1); *Mercury Air Grp., Inc. v. Mansour*, 237 F.3d 542, 548 (5th Cir. 2001). This is clearly the case when the record in state court indicates multiple rulings on the issue of arbitration and even a Texas Supreme Court advisory on its inapplicability. The state courts need to be able to finalize this matter and do so without further interference from this, or any other, federal court.

So as to facilitate such progression, this court ORDERS that the plaintiffs and their counsel are fined, jointly and severally, the sum of \$25,000.00. Additionally, upon presentation of an affidavit of fees and expenses are hereby ordered to reimburse the defendant his attorneys' fees and costs associated with this action. A separate order will be

issued in that regard, but such separate order in no way should be construed as a delay or lack of finalization of this ruling and the dismissal of the plaintiffs' complaint nor does it alter or amend the deadlines set forth below.

Certification.

The defendant herein has requested certification of this court's ruling. Certain rulings, on rare occasions, may be certified so as to avoid appellate delay. Such certification is not to be taken lightly as it has a chilling effect on a litigant's right to Due Process and can lead to a trap of missing an accelerated deadline which disposes of a matter, not on the merits, but predicated upon the calendar.

With such considerations in mind, and given the nature of this action; the time on file and the applicability of sanctions for engaging in delay; this matter falls within the parameters of certification. While the right to appeal cannot be taken away, the deadlines may be adjusted and this matter mandates the shortest deadlines possible. The court, therefore, ORDERS that this ruling be Certified so that any Notice of Appeal shall be filed no later than seven (7) days from the date of this order, being Friday May 30, 2014. Subsequently, should an appeal be timely filed, the schedule is accelerated as follows. The appellant shall file its brief no later than seven (7) days after the Notice of Appeal and the

appellee shall have seven (7) days therefrom to respond to any appellate brief. The Fifth Circuit Court of Appeals shall, within thirty (30) days of this order, issue its opinion and should no opinion be forthcoming by June 23, 2014, the appeal is immediately overruled as a matter of law.

Signed and entered this 23rd day of May, 2014.

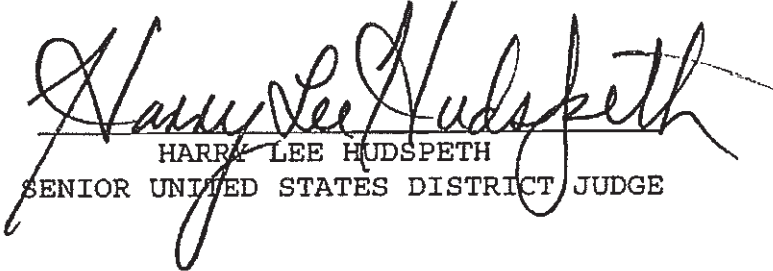

HARRY LEE HUDSPETH
SENIOR UNITED STATES DISTRICT JUDGE

EXHIBIT A-7

From: [Bill Ozer](#)
To: [Bill Ozer](#)
Subject: 4th Court response to Supreme Court
Date: Thursday, September 03, 2015 9:35:51 AM
Attachments: [Supplemental Opinion.8.28.15.pdf](#)

----- Forwarded Message -----

From: Todd Prins <taprins@prinslaw.com>
To: Bill Ozer <williamozzer@yahoo.com>; Karen Ozer <karenozer@yahoo.com>
Sent: Sunday, August 30, 2015 2:06 PM
Subject: Supplemental Opinion

Thanks,

Todd A. Prins
Prins Law Firm
4940 Broadway, Ste. 108
San Antonio, TX 78209
210-820-0833
210-820-0929 fax
www.prinslaw.com

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IRS CIRCULAR 230 DISCLOSURE: Any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, by any taxpayer for the purpose of (1) avoiding tax-related penalties under the U.S. Internal Revenue Code or (2) promoting, marketing or recommending to another party any tax-related matters addressed herein.



TODD GOLD, ET. AL. V. WILLIAM B. OZER, ET. AL.

On Appeal from Cause No. 2009-CI-18567 in the 150th Judicial District Court, Bexar County, Texas. Note that the Hon. Laura Salinas issued the opinion from which appeal is made.

**NOTICE: ORIGINALLY DESIGNATED AS “DO NOT PUBLISH”, HOWEVER,
SUCH DESIGNATION IS UNDER RECONSIDERATION.**

PLEASE CONSULT THE TEXAS RULES OF APPELLATE PROCEDURE FOR
CITATION OF UNPUBLISHED OPINIONS.

REVISED OPINION ISSUED ON AUGUST 28, 2015

COUNSEL:

For APPELLANT: Sheldon E. Richie, Richie and Gueringer, P.C., Austin, TX.

For APPELLEE: Todd A. Prins, Prins Law Firm, San Antonio, TX.

JUDGES: Opinion by: Marialyn Barnard, Justice. Sitting: Sandee Bryan Marion, Chief Justice, Patricia Alvarez, Justice, Marialyn Barnard, Justice.

OPINION BY: Marialyn Barnard

PROCEDURAL HISTORY

On August 14, 2015, the Texas Supreme Court issued a Mandate requesting that our earlier Opinion be supplemented with record references regarding our findings on the issue of double recovery. This Opinion, therefore, addresses this request and maintains the remainder of the Opinion as before.

OPINION

This is an appeal revisiting the second chance given to the Defendants herein by this Court on death penalty sanctions issued previously by the trial court and now we, once again, are presented with another judgment for further and additional violations. For the reasons set forth below, we AFFIRM the judgment of the trial court.

The Plaintiff William B. Ozer maintained live pleadings suing Defendants Todd Gold, Two Seventy Seven GP, LLC, 633-4S GP, LLC, LL & R Cornerstone GP, LLC, and REOC Partners Ltd. for negligent misrepresentation, common-law fraud, and breach of fiduciary duty.

During the discovery process, multiple attempts to obtain discoverable information were made by the Plaintiff and the subsequent Intervenor, Karen Ozer, to obtain discoverable information from the Defendants. The Defendants failed to comply in accordance with the Rules and were sanctioned on multiple occasions leading up to a Judgment being entered into against Defendants as a result of their sanctionable conduct as follows:

In this action, Ozer obtained a judgment (“Judgment”) against Todd Gold, Two Seventy Seven GP, LLC, 633-4S GP, LLC, LL & R Cornerstone GP, LLC, and REOC

Partners Ltd. (the "Defendants") on March 12, 2013 and issued on June 26, 2014 as follows:

The Court orders that Plaintiffs recover from Defendants, REOC Partners, Ltd., Todd Gold, and Two Seventy Seven GP, LLC, jointly and severally, for the Plaintiffs' claims for Negligent Misrepresentation, Common Law Fraud, and Breach of Fiduciary duty, the sum of \$52,481.24 along with taxable court costs. Post-judgment interest on the total sum shall accrue at the annual rate of 5%.

The Court orders that Plaintiffs recover from Defendants, REOC Partners, Ltd., Todd Gold, and 633-4S GP, LLC, jointly and severally for the Plaintiffs' claims for Negligent Misrepresentation, Common Law Fraud, and breach of fiduciary duty, the sum of \$247,932.88, along with taxable court costs. Post-judgment interest on the total sum shall accrue at the annual rate of 5%.

The Court further orders that the restructuring of the partnership 633 4S, Ltd. by its general partner, 633 4S GP, LLC to facilitate the creation of Stahl Lane, Ltd. is a violation of the Uniform Fraudulent Transfer Act ("UFTA") (Tex. Bus. & Com. Code § 24.001 et seq.) and that any conveyance of real or personal property of 633 4S, Ltd. to Stahl Lane, Ltd. was made with actual intent to hinder, delay, or defraud the Plaintiffs in violation of Tex. Bus. & Com. Code § 24.005(a)(1).

The Court orders that Plaintiffs recover from Defendants, REOC Partners, Ltd., Todd Gold, and LL & R CORNERSTONE GP, LLC, jointly and severally for the Plaintiffs' claims for breach of fiduciary duty, the sum of \$26,344.51, along with taxable court costs. Post-judgment interest on the total sum shall accrue at the annual rate of 5%.

The Court further found that the actions of the Defendants merit exemplary damages. As such, the Court awards exemplary damages as follows:

The Court orders that Plaintiffs recover from Defendants, REOC Partners, Ltd., Todd Gold, and Two Seventy Seven GP, LLC, jointly and severally for the Plaintiffs' exemplary damages claims arising out of the Plaintiffs' claims for Common Law Fraud, and breach of fiduciary duty, the sum of \$104,962.48. Post-judgment interest on the total sum shall accrue at the annual rate of 5%.

The Court orders that Plaintiffs recover from Defendants, REOC Partners, Ltd., Todd Gold, and 633-4S GP, LLC, jointly and severally for the Plaintiffs' exemplary

damages claims arising out of the Plaintiffs' claims for Common Law Fraud, and breach of fiduciary duty, the sum of \$ 495,865.76. Post-judgment interest on the total sum shall accrue at the annual rate of 5%.

The Court orders that Plaintiffs recover from Defendants, REOC Partners, Ltd., Todd Gold, and LL & R CORNERSTONE GP, LLC, jointly and severally for the Plaintiffs' exemplary damages claims arising out of the Plaintiffs' claims for breach of fiduciary duty, the sum of \$ 52,689.02. Post-judgment interest on the total sum shall accrue at the annual rate of 5%.

This judgment was supported by the following findings of fact entered by the trial court:

1. Since at least 2005, the Defendants solicited William B. Ozer to participate in a series of REOC led partnership investments consisting of Two Seventy Seven, Ltd., 633 4S Ranch Ltd., and LL&R Cornerstone, Ltd.
2. Two Seventy Seven Ltd. is a Texas limited partnership, formed in September 2005. Plaintiff contributed \$41,502.63 in capital contributions with a seven percent (7%) preferred return guaranteed by the Defendants. The total damages for this investment as of the date of Judgment of this court were, therefore, \$52,481.24.
3. Plaintiff also entered into a loan guarantee for the property for which Two Seventy Seven Ltd. was established.
4. 633 4S Ranch Ltd. is a Texas limited partnership. Plaintiff contributed \$163,132.20 with a nine percent (9%) preferred return guaranteed by the Defendants. Plaintiff also entered into two loan guarantees for the property for which 633 4S Ranch Ltd. was established. The total damages for this investment as of the date of Judgment of this court were, therefore, \$247,932.88.
5. LL&R Cornerstone Ltd. is a Texas limited partnership. Plaintiff contributed \$18,000 with a seven percent (7%) preferred return guaranteed by the Defendants. The total damages for this investment as of the date of Judgment of this court were, therefore, \$26,344.51.
6. Since the inception of the suit, Defendants, Todd Gold, an individual, Two Seventy Seven GP, LLC, 633-4S GP, LLC, LL&R Cornerstone GP, LLC, and REOC Partners Ltd. have proffered false testimony and demonstrated a pattern of discovery abuse as set forth below.
7. Plaintiffs sued Defendants for negligent misrepresentation, common-law fraud, breach of fiduciary duty, quantum meruit, business disparagement, defamation/slander, and breach of contract.

8. Defendants answered asserting a general and verified denials, affirmative defenses, and specific denials.

9. On March 2, 2011, Judge Price entered an order of death penalty sanctions against the Defendants predicated upon the fact that “During the pendency of these actions, multiple attempts to engage in legitimate and permissible discovery were asserted by Plaintiffs. The Defendants, by and through their attorney of record, engaged in a pattern and practice of improperly and illegally resisting discovery and despite multiple orders compelling and sanctioning them, refused to provide relevant and discoverable documents and information in order to prevent the uncovering of the truth that is the purpose of the discovery process.” In addition, Plaintiffs were awarded damages in the amount of \$6,968,432.28, post-judgment interest on the total sum at the annual rate of 5%, court costs plus attorney’s fees in the amount of \$75,000.00.

10. The Defendants appealed and the Fourth Court of Appeals, in an opinion issued on February 14, 2012 held that:

In light of all of the factors set forth herein and the conduct of the Defendants the first prong of the test is met. The Defendants and their counsel have engaged in sanctionable conduct. The findings of the trial court are sufficient to support sanctions against the Defendants and there was no abuse of discretion. Lesser sanctions were, in fact, considered and the trial court was of the utmost belief that nothing short of Death Penalty sanctions were appropriate in light of the conduct of the Defendants. Alternatives were considered and imposed and nothing short of extreme sanctions was appropriate.

11. However, the Fourth Court of Appeals determined that as there was insufficient legal support for only some of the Plaintiff’s claims; those being breach of contract, quantum meruit, business disparagement, and libel/slander- the death penalty sanctions had to be reversed.

12. As confirmed above, The Defendants and their counsel during the appeal process engaged in deceptions and continued to misrepresent multiple facts to the Fourth Court of Appeals. The court added that:

Again, the Defendants have engaged in questionable, if not illegal, conduct in an attempt to circumvent a claim when such conduct is unnecessary. This Court is compelled to note that it can clearly perceive the trial court’s frustration when it appears that the Defendants are more than willing to tell a lie when the truth would do them just as well. [t]his opinion is NOT to be construed as an endorsement of or approval of the actions of the Defendants both at the trial level and at appeal. This is merely an application of the law as it exists currently in the State of Texas and had the claims been more narrowly defined, the outcome could very well have been different. This is specifically why we are designating this opinion as not to

be published. We do not condone the gamesmanship of the Defendants and would advise them to proceed with extreme caution.

13. The appeals Court confirmed that the Defendants and their counsel have engaged in lies and sanctionable conduct and there are pending sanctions orders relating to the Defendants' and their counsel's actions sanctioning them \$10,000.00 in fines.

14. Additionally, Defendants, directly and by and through their attorney of record, continued to engage in the same pattern and practice of improperly and illegally resisting discovery and despite orders compelling their compliance with the Rules of Civil Procedure continue with their defiance of the motions filed to provide discovery. As a part of such continued acts, they did not timely serve responses to Plaintiffs' second set of requests for production and interrogatories.

- a. The discovery was served on the Defendants, yet it was not until May 14, 2012, on the eve of a Motion to Compel hearing, that Defendants presented incomplete, evasive, false and misleading responses.
- b. The Defendants then provided only objections and more evasive answers on March 25, 2013 when their response to the judgment entered against them was due.
- c. The Defendants in their March 25, 2013 response in their own words confirmed that they have "partially" complied with Plaintiffs repeated discovery requests.

15. Despite multiple Motions and attempts to obtain the information requested, the Defendants herein have continued to demonstrate such an extreme pattern of lies and obfuscation that even if ordered to comply with legitimate discovery, any responses are suspect at best.

16. Defendants have demonstrated that they have no credibility.

17. The deliberate and continued defiance of the courts and the law by the Defendants was clearly intended to put the Plaintiffs in a serious disadvantage in preparation for trial.

18. The Defendants also engaged in a deliberate smear campaign by publishing inaccurate and damaging information to the business community, partners in the projects to disparage Plaintiff and refused to provide the disparaging and defamatory information contained in a November, 2009 communication to all of the partners despite proper discovery requests.

19. Despite repeated requests, multiple motions and court orders, Defendants defied the court orders and refused to provide the relevant information. It is apparent that the gamesmanship of the Defendants had as its sole purpose to delay trial of this matter and prevent justice from being served.

20. The Defendants refused to provide financial records requested since the inception of this legal action even though the Plaintiff has a right to these records as a limited partner. They know these records implicate them.

21. The information requested during the discovery clearly would implicate the Defendants, hence their defiance to provide this damaging information.

22. Since the Defendants have no credibility, even if the requested information was to be provided it would most likely be altered and worthless for a fair trial.

23. It is, therefore, impossible for the Plaintiffs herein to obtain a fair trial based upon the rules of civil procedure due to the Defendants' actions.

24. As reflected above, the actions of the Defendants merit exemplary damages in that the Defendants made material misrepresentations that were false, knowing that they were false or with reckless disregard as to their truth and as a positive assertion, with the intent that the representation be acted upon by Plaintiff. Plaintiff relied upon the representations and suffered injury as a result of this reliance.

The entirety of the trial court's judgment is the result of sanctions imposed upon the Defendants for their conduct in the discovery process. Multiple attempts at lesser sanctions were imposed prior to the entry of the trial court's judgment. All of the findings of the trial court above support Death Penalty sanctions.

The Sanctions.

"Death penalty" sanctions are severe, ultimate sanctions that preclude the presentation of the merits of a party's case, such as by striking pleadings, by dismissing an action with or without prejudice, or by entering a default judgment against a party *see* Tex. R. Civ. P. 215.2(b)(5); *TransAmerican Natural Gas v. Powell*, 811 S.W.2d 913, 918-919 (Tex. 1991); *see, e.g., Downwind Aviation, Inc. v. Orange County*, 760 S.W.2d 336, 338-339 (Tex. App.--Beaumont 1988, den.); *see also* Kilgarlin, *Sanctions for Discovery Abuse: Is the Cure Worse Than the Disease?* 54 Tex. B.J. 658 (July 1991).

Orders establishing designated facts and orders prohibiting a party from supporting or opposing designated claims, defenses, or other matters may also terminate or inhibit the presentation of the merits. *Braden v. Downey*, 811 S.W.2d 922, 929 (Tex. 1991); *see* Tex. R. Civ. P. 215.2(b)(3),(4).

Severe sanctions may not be imposed when a lesser sanction would satisfy the purpose or purposes for which the sanction is being imposed *TransAmerican Natural Gas v. Powell*, 811 S.W.2d 913, 917 (Tex. 1991). They also should not be imposed absent a party's flagrant bad faith or an attorney's callous disregard for the responsibilities of discovery under the Rules of Civil Procedure. *Wheeler v. Green*, 157 S.W.3d 439, 442-444 (Tex. 2005); *Spohn Hospital v. Mayer*, 104 S.W.3d 878, 883 (Tex. 2003); *TransAmerican Natural Gas v. Powell*, 811 S.W.2d 913, 918-919 (Tex. 1991). On the other hand, death penalty sanctions are not improper merely because the court did not hold an evidentiary hearing. While a party is entitled to notice and a hearing before sanctions are imposed. *see* Tex. R. Civ. P. 215.3, a hearing does not necessarily contemplate a personal appearance before the court or an oral presentation. *Van Es v. Frazier*, 230 S.W.3d 770, 776 (Tex. App.--Waco 2007, pet. denied); *see* § 98.05[1][b]. As such, the Defendants' claim of violation of their Due Process rights for not being able to fully and fairly present their defenses in regard to the sanctions hearing which was held by submission fail and that point of error is overruled.

Case determinative sanctions may be imposed in the first instance only in exceptional cases when they are clearly justified and it is fully apparent that no lesser sanctions would promote compliance with the rules. *GTE Communications Sys. Corp. v.*

Tanner, 856 S.W.2d 725, 729-730 (Tex. 1993). Before imposing a severe sanction, courts must consider the availability of less stringent sanctions and whether the lesser sanctions would fully promote compliance. *TransAmerican Natural Gas v. Powell*, 811 S.W.2d 913, 917 (Tex. 1991); *see also Chrysler Corp. v. Blackmon*, 841 S.W.2d 844, 849 (Tex. 1992) (lesser sanctions must first be tested to determine whether they are adequate before sanction that prevents decision on merits may be justified). This does not mean that the trial court is required to test the effectiveness of each available lesser sanction by actually imposing the lesser sanction on the party before issuing the "death penalty" sanction; rather, the trial court must analyze the available sanctions and offer a reasoned explanation as to the appropriateness of the sanction imposed. *Cire v. Cummings*, 134 S.W.3d 835 841-843 (Tex. 2004) (case in which party deliberately destroyed audiotapes that were dispositive evidence was "exceptional case" in which it was not necessary to test lesser sanctions before determining that "death penalty" sanctions should be imposed); *see GTE Communications Sys. Corp. v. Tanner*, 856 S.W.2d 725, 729 (Tex. 1993) (record must reflect that trial court considered availability of lesser sanctions).

In *TransAmerican Natural Gas v. Powell*, the Texas Supreme Court held that the imposition of dismissal and default as a sanction for failure to attend a deposition scheduled by the other party was "manifestly unjust." The Court stated that it was not clear whether the party, its counsel, or both should be faulted for the failure of the party's president to attend the deposition. Moreover, there was nothing in the record to indicate that the district court considered imposition of lesser sanctions, or that such sanctions would not have been effective. The Court indicated that the record strongly suggested

that lesser sanctions should have been utilized and may have been effective. *TransAmerican Natural Gas v. Powell*, 811 S.W.2d 913, 917-919 (Tex. 1991); *see* *Braden v. Downey*, 811 S.W.2d 922, 929 (Tex. 1991) (sanctions should not substitute for adjudication of merits); *see also Jaques v. Texas Employers' Ins. Ass'n*, 816 S.W.2d 129, 131 (Tex. App.--Houston [1st Dist.] 1991, no writ); *cf. Teate v. CBL/Parkdale Mall, L.P.*, 262 S.W.3d 486, 490-492 (Tex. App.--Beaumont 2008, no pet. h.) (trial court properly dismissed claims of plaintiffs who failed to appear for their depositions as ordered, when trial court expressly made unchallenged findings that their claims were without merit and that imposition of lesser sanctions would not deter them from further abuse of legal process).

In a medical malpractice case, witness statements of nurses and technicians on duty when the patient died, taken by the defendant hospital, were withheld based on the attorney work-product doctrine. The trial court, in response to the plaintiff's request for discovery sanctions, ordered that facts in the statements must be taken as true. The Texas Supreme Court held that the trial court abused its discretion in imposing these discovery sanctions because it inhibited the defendant's presentation of the merits of the case without the required showing of the defendant's flagrant bad faith or counsel's callous disregard for discovery responsibilities. *Spohn Hospital v. Mayer*, 104 S.W.3d 878, 883 (Tex. 2003); *see TransAmerican Natural Gas v. Powell*, 811 S.W.2d 913, 918 (Tex. 1991). The Texas Supreme Court stated that the trial court improperly instructed the jury to take the substance of the witness statements as established fact, including the facts in the court's order; plaintiff's counsel also used these facts during voir dire and closing

argument. Further, the court's instruction misstated some of the facts. Finally, the record showed no other evidence admitted that was the subject of the court's order. In sum, the witness statements alone essentially proved that the defendant hospital breached its duty to the plaintiff patient, leading the Court to conclude that the established facts probably caused the rendition of an improper judgment under Appellate Rule 61.1(a). *Spohn Hospital v. Mayer*, 104 S.W.3d 878, 883-884 (Tex. 2003).

The Texas Supreme Court has held that the rendition of a take-nothing judgment is an unjust sanction when imposed for filing unverified and unsigned interrogatories one day late. *Koepp v. Utica Mutual Ins. Co.*, 833 S.W.2d 514, 514-515 (Tex. 1991). In addition, in a case in which a plaintiff failed to file timely responses to interrogatories and requests for production, and further failed to respond to a motion to compel, but finally responded shortly before a hearing on the defendant's motion to dismiss for failure to respond, the Court reasoned that the death penalty sanction of dismissal conflicts with *TransAmerican* because the sanction imposed was more severe than necessary to accomplish its purpose, and the sanctioned conduct did not justify the presumption that the plaintiff's claims were meritless. *Hamill v. Level*, 917 S.W.2d 15, 16 (Tex. 1996).

In another case, a court of appeals held that a default judgment was not a proper punishment, in spite of the trial judge's finding that the sanctioned party had committed perjury at a sanctions hearing. The purported perjured statement did not go to the heart of the controversy. The court explained that a trial court could not effectively adjudicate the merits of a case based on a party's testimony during a sanctions hearing because the party was later impeached on testimony given at that hearing. The witness's credibility should

be tested when the case is tried. *Lanfear v. Blackmon*, 827 S.W.2d 87, 91 (Tex. App.-Corpus Christi 1992, orig. proceeding [leave denied]). Similarly, the Austin Court of Appeals held that the trial court abused its discretion by dismissing the plaintiff's entire cause of action when the plaintiff made false statements that related to damages for loss of earning capacity because nothing in the record indicated that she had lied about either the accident or her injuries. The court could not conclude from a silent record that lesser sanctions had been tested or that they were ineffective. *Fletcher v. Blair*, 874 S.W.2d 83, 85-86 (Tex. App.--Austin 1994, den.).

Likewise, this San Antonio Court of Appeals held that a trial court's order striking a malpractice defendant's medical expert's testimony was an improper death penalty sanction for discovery abuses committed by its attorney, when there was no evidence that the defendant was guilty of more than hiring an attorney who offended opposing counsel, and when the defendant had no other designated experts. *In re Harvest Cmtys. of Houston, Inc.*, 88 S.W.3d 343, 348-349 (Tex. App.--San Antonio 2002, orig. proceeding). However, this San Antonio Court held that it was not an abuse of discretion to strike the testimony of an insurer's expert at trial when the expert's PowerPoint presentation used at trial in conjunction with his testimony was not provided to the insured during discovery, even though it had been requested, and it contained new information not disclosed in two earlier depositions. *State Farm Fire & Cas. Co. v. Rodriguez*, 88 S.W.3d 313, 323-324 (Tex. App.--San Antonio 2002, pet. denied). This court of appeals noted that when the exclusion of expert testimony as a sanction for discovery violations is only an inconvenience that impairs the presentation of a party's

case but does not preclude a trial on the merits, the exclusion of evidence is not a death penalty sanction. *State Farm Fire & Cas. Co. v. Rodriguez*, 88 S.W.3d 313, 326 (Tex. App.--San Antonio 2002, pet. denied). Even if its exclusion of expert testimony in this case constituted a death penalty sanction, it was justified because of the insurer's "callous disregard" of the discovery rules. *State Farm Fire & Cas. Co. v. Rodriguez*, 88 S.W.3d 313, 326-327 (Tex. App.--San Antonio 2002, pet. denied). In the same vein, the Texarkana Court held that it was not a death penalty sanction to limit a party to a single expert. The court reasoned that the sanction was the type that would be outcome-determinative only under certain facts: a single expert might be adequate in many cases, while others would require more experts for the plaintiff to fully present the case. Because the party had not presented any evidence to the trial court showing that she needed more than one expert witness, the record did not support the conclusion that the order was a death penalty sanction. *see Paselk v. Rabun*, 293 S.W.3d 600, 608-609 (Tex. App.--Texarkana 2009, no pet. h.).

Constitutional due process precludes the imposition of sanctions that determine the merits of the case, unless the discovery abuse justifies a legal presumption that the disobedient party's claims or defenses lack merit. *Response Time, Inc. v. Sterling Commerce*, 95 S.W.3d 656, 660 (Tex. App.--Dallas 2002, no pet.); *Kugle v. Daimler Chrysler Corp.*, 88 S.W.3d 355, 366-367 (Tex. App.--San Antonio 2002, pet. denied). For example, dismissal with prejudice of a personal injury action against a car dealer and manufacturer was within the court's discretion based on evidence that the plaintiffs were aware that the accident was caused not by a defect in the vehicle as alleged in their

complaint, but by the driver's having fallen asleep. *Kugle v. Daimler Chrysler Corp.*, 88 S.W.3d 355, 366 (Tex. App.--San Antonio 2002, pet. denied). Similarly, evidence supported the presumption that a defendant's defense to claims of theft and misappropriation of trade secrets and the defendant's counterclaim for interference with existing and prospective business relations lacked merit as required to impose death penalty sanctions, because the defendant had obstructed the discovery process and had provided false and misleading evidence to the court and the plaintiff during discovery. *Response Time, Inc. v. Sterling Commerce*, 95 S.W.3d 656, 662-664 (Tex. App.--Dallas 2002, no pet.) (upholding order striking all of defendant's pleadings and imposing \$50,000 in attorney's fees as additional sanction).

Death penalty sanctions may be appropriate in rare cases even though lesser sanctions have not been previously imposed. One trial court struck the defendant's pleadings and awarded a default judgment after she failed to appear at either of two scheduled depositions. After the first scheduled deposition was missed, the court denied a motion for sanctions. Evidence at the second sanctions hearing indicated that the defendant had left the country and was not going to appear at any proceedings in the case. The court of appeals ruled that, in this specific fact situation, the trial court was within its discretion to impose death penalty sanctions. Lesser sanctions would have been futile because they would merely have postponed the inevitable as a result of the defendant's complete disappearance and failure to acknowledge any court-related proceedings. *Sharpe v. Kilcoyne*, 962 S.W.2d 697, 702 (Tex. App.--Fort Worth 1998, no pet.). Likewise, a trial court's refusal to impose less severe sanctions against a defendant was

not an abuse of discretion in an action for misappropriation and theft of trade secrets in light of the court's determination that the defendant had testified falsely and misleadingly, had fabricated evidence to support its cross-claim for defamation against the plaintiff, and had presented false arguments and evidence to the court. *Response Time, Inc. v. Sterling Commerce*, 95 S.W.3d 656, 662 (Tex. App.--Dallas 2002, orig. proceeding).

The First Court of Appeals held that "death penalty" sanctions were too severe in a case for modification of a child custody order. The prime consideration in a suit affecting the parent-child relationship is the best interest of the child. In such a case, death penalty sanctions might be appropriate, if at all, only in the most unusual circumstances, such as in a case in which the offending party had brought the suit solely for harassment. Instead, the court may employ sanctions that do not affect the best interest of the child. The court also noted that the party's sanctionable behavior could be considered by the trial court when deciding the child custody issue on the merits. *In re Hood*, 113 S.W.3d 525, 529 (Tex. App.--Houston [1st Dist.] 2003, orig. proceeding).

The Dallas Court of Appeals has applied six factors, borrowed from a federal case, when reviewing whether the trial court abused its discretion in imposing severe sanctions. *Hanley v. Hanley*, 813 S.W.2d 511, 517-518 (Tex. App.--Dallas 1991, no writ); see *Poulis v. State Farm Fire & Cas. Co.*, 747 F.2d 863, 868 (3d Cir. 1984); see also *TransAmerican Natural Gas v. Powell*, 811 S.W.2d 913, 920-921 (Tex. 1991) (concurring opinion, citing Fed. R. Civ. P. 11 standards and guidelines). The six balancing factors are: (1) the extent of the party's personal responsibility; (2) the prejudice to the adversary caused by the failure to respond to discovery; (3) a history of

dilatoriness; (4) whether the conduct of the party or the attorney was willful or in bad faith; (5) the effectiveness of sanctions other than dismissal, which entails an analysis of alternative sanctions; and (6) the merit of the party's allegations of claims or defenses. *Hanley v. Hanley*, 813 S.W.2d 511, 517-518 (Tex. App.--Dallas 1991, no writ) (court abused discretion in imposing severe sanctions); *see also Pelt v. Johnson*, 818 S.W.2d 212, 216-219 (Tex. App.--Waco 1991, orig. proceeding) (applying same factors).

In light of all of the factors set forth herein and the conduct of the Defendants the first prong of the test is met. The Defendants and their counsel have engaged in sanctionable conduct. The findings of the trial court are sufficient to support sanctions against the Defendants and there was no abuse of discretion. Lesser sanctions were, in fact, considered and the trial court was of the utmost belief that nothing short of Death Penalty sanctions were appropriate in light of the conduct of the Defendants. Alternatives were considered and imposed and nothing short of extreme sanctions was appropriate.

In our first Opinion we ruled that the second prong of the test is that a court should not impose a death-penalty sanction unless the party's conduct justifies the presumption that its claims or defenses lack merit. *Hamill v. Level*, 917 S.W.2d 15, 16 (Tex. 1996) was not met. This is the second tier of the analysis addressed the Plaintiff's then-claims for breach of contract, quantum meruit, business disparagement, and libel/slander and this Court ruled that this matter must be reversed and remanded to the trial court for further determination in regard to the claims for negligent misrepresentation, common-law fraud, and breach of fiduciary duty.

We further stated that the opinion was NOT to be construed as an endorsement of or approval of the actions of the Defendants both at the trial level and at appeal. That it was merely an application of the law as it exists currently in the State of Texas and had the claims been more narrowly defined, the outcome could very well have been different.

Despite this cautionary admonition, the Defendants further engaged in their dilatory conduct and even engaged in bad faith negotiations when ordered by this court to mediation with Judge Specia. With that said, there has been no evidence that the claims for negligent misrepresentation, common-law fraud, and breach of fiduciary duty fail and, therefore, the death penalty sanctions are appropriate and affirmed predicated upon the trial court's findings. Accordingly, we overrule this issue.

Arbitration.

As an additional point of error, the Defendants seek to enforce arbitration clauses contained within the limited partnership agreements of 633 4-S, Ltd. and Two Seventy Seven, Ltd. Such clauses read identically as follows:

XII. Resolution of Disputes

12.1. Arbitration. Any claim, dispute or controversy of any nature whatsoever, including but not limited to, tort claims or contract disputes among the parties to this Agreement or their respective successors and assigns, arising out of or relating to the terms and conditions of this Agreement, including the implementation, applicability and interpretation thereof, shall be resolved in accordance with the dispute resolution procedures set forth in Annex A attached to this Agreement.

While attempting at all costs to avoid this court, the Defendants have been asserting that this matter is subject to arbitration and, therefore, the courts of this state have no jurisdiction.

During an attempt to circumvent this court, the Defendants presented this issue to the Texas Supreme Court wherein Chief Justice Jefferson addressed the merits in an effort to “provide guidance to any courts reviewing the issue of waiver herein.”

We adopt his guidance and well-reasoned opinion. In that regard, he set forth the standard regarding waiver of the FAA. Pursuant to the FAA and the interpretation of waiver of rights under it, the issue of waiver usually arises when one party to pending litigation is seeking to stay the litigation and compel the other party to arbitrate. The Federal Arbitration Act provides that the court is not required to stay litigation if the applicant is "in default in proceeding with such arbitration" 9 U.S.C. § 3. In applying this provision, courts commonly use the term "waiver" rather than the statutory term "default". *In re Bruce Terminix Co.*, 988 S.W.2d 702, 704 (Tex. 1998). The Texas Supreme Court has compared waiver to "estoppel". *Perry Homes v. Cull*, 258 S.W.3d 580, 595 (Tex. 2008). In *Perry*, the Court noted that it has stated on many occasions that a party waives an arbitration clause by substantially invoking the judicial process to the other party's detriment or prejudice.

Chief Justice Jefferson went on to provide that when analyzing waiver under the FAA, Texas courts always begin by looking to the standards imposed by the federal courts. Federal courts such as this, decide questions of waiver by applying a totality-of-the-circumstances test on a case-by-case basis. In doing so, they consider a wide variety of factors including:

- whether the movant was plaintiff (who chose to file in court) or defendant (who merely responded);

- how long the movant delayed before seeking arbitration;
- whether the movant knew of the arbitration clause all along;
- how much pretrial activity related to the merits rather than arbitrability or jurisdiction;
- how much time and expense has been incurred in litigation;
- whether the movant sought or opposed arbitration earlier in the case;
- whether the movant filed affirmative claims or dispositive motions;
- what discovery would be unavailable in arbitration;
- whether activity in court would be duplicated in arbitration; and
- when the case was to be tried.

All these factors are rarely presented in a single case. Federal courts have found waiver based on a few, or even a single one. However, Federal jurisprudence provides very clear guidance in a situation such as this as in *Price v. Drexel Burnham Lambert, Inc.*, 791 F.2d 1156, 1162 (5th Cir. [Tex.] 1986), the Fifth Circuit Federal Court of Appeals held as follows:

Moreover, the district court's conclusion that prejudice to the Prices was sufficient to constitute a waiver of Drexel's right to invoke the arbitration process is not without support. In *Bengiovi v. Prudential-Bache Securities, Inc.*, [1984-85 Transfer Binder]Fed. Sec. L. Rep. (CCH) P 92,012, at 91,013 (D.D.C. April 25, 1985), the court denied a motion to compel arbitration eight and one-half months after the complaint had been filed, and only four and one-half weeks before trial, where the defendants failed to raise the defense of arbitration, participated in several discovery procedures, and ultimately, moved for partial summary judgment.

As a result of these actions, plaintiff has been required to produce documents, answer deposition questions, and file an opposition to the summary judgment motion . . . In light of this delay in seeking arbitration *and the resulting prejudice to plaintiff*, Pru-Bache cannot now rely on the Customer Agreement to compel arbitration. *Id.* at 91,018 (emphasis added) (footnotes omitted).

The Appellants waited 4 years to try to invoke arbitration and then only did so AFTER they lost multiple times. Any right to arbitration has been waived and we overrule the Appellants second point of error.

Double Recovery.

The final point of error raised by the Defendants is that of double recovery and we rule that it also fails as a matter of law.

The Defendants, in their third issue, contend that the plaintiff obtained an improper double recovery. Whether such was the case is an issue of law, therefore in reviewing this issue, we conduct a de novo review. *See In re Humphreys*, 880 S.W.2d 402, 404 (Tex. 1994) (holding questions of law are always subject to de novo review); *George v. Price*, 321 S.W.3d 164, 166 (Tex. App.—Eastland 2010, no pet.) (same); *Calstar Props., L.L.C. v. City of Fort Worth*, 139 S.W.3d 433, 440 (Tex. App.—Fort Worth 2004, no pet.) (recognizing that whether plaintiff received double recovery is question of law).

Our review begins with the Judgment set forth above. It is clearly an award of monetary damages for the claims being asserted by Ozer to recover from being defrauded by the Defendants. The damages awarded are not projections nor are they for “future” damages as is often the case in personal injury litigation. They are compensatory for losses incurred in the past. As such a review of the injunctions is necessary.

The first one to consider is a temporary injunction entered by the trial court, on November 7, 2012, ordering:

That Defendant International Bank of Commerce be enjoined from enforcing the Guaranty of Plaintiff William Ozer; and

That Defendant International Bank of Commerce and all of those in concert with it, whether partners, general partners or others, be further enjoined from entering into any “Development Loan” with Two Seventy Seven and any other parties in relationship to the Property currently owned by Two Seventy Seven or further encumbering or increasing the debt of Two Seventy Seven or the guarantors.

This Temporary Injunction was entered in Cause No. 2009-CI-18567-A. This is a separate and distinct lawsuit against International Bank of Commerce. It is a suit that was properly severed and involved issues that, while related to the claims against the Defendants herein, are supplemental, additional and future. This is still ongoing litigation and the injunction herein is simply to maintain the *status quo*. It is not a final recovery.

The other injunctive relief complained of by the Appellants began on July 8, 2012, when a Temporary Injunction was entered providing that:

That Defendants, Todd Gold, an individual, Two Seventy Seven GP, LLC, 633-4S GP, LLC, LL&R Cornerstone GP, LLC, REOC Partners Ltd., and Amegy Bank, N.A., be enjoined from further acts of interference with Plaintiff’s partnership rights in 633 4S, Ltd. until time of trial on the merits;

That the restructuring of 633 4S, Ltd. be frozen and the original structure prior to the creation of Stahl Lane, Ltd. to preserve the status quo be maintained until time of trial on the merits;

That 633 4S limited be so maintained without any changes or modifications to the partnership and ownership rights of the Plaintiff and all other partners until time of trial on the merits. This applies to past, present and future partners and/or equity interest holders, their predecessors, successors and assigns;

That Defendants be enjoined from further enforcement or interpretation of the Stahl Lane, LTD. partnership agreement; and

That such injunctive relief is in regard to and applies to all acquired property of 633 4S, Ltd. including, but not limited to, the approximately 152 acre Silber Track which is part of the subject partnership.

Then on July 14, 2014 it was made into a final Permanent Injunction ordering the following:

IT IS, THEREFORE, ORDERED that the Defendants, Todd Gold, an individual, Two Seventy Seven GP, LLC, 633-4S GP, LLC, LL&R Cornerstone GP, LLC and REOC Partners Ltd., and all those acting in concert with them, be, and hereby are, commanded to desist and refrain from:

Further acts of interference with Plaintiff's partnership rights in 633 4S, Ltd.;

The restructuring of 633 4S, Ltd. to Stahl Lane, Ltd. or any other partnerships;

Further enforcement or interpretation of the Stahl Lane, LTD. partnership agreement; and

That such injunctive relief is in regard to and applies to all acquired property of 633 4S, Ltd. including, but not limited to, the approximately 152 acre Silber Track which is part of the subject partnership.

IT IS FURTHER ORDERED that Todd Gold, an individual, Two Seventy Seven GP, LLC, 633-4S GP, LLC, LL&R Cornerstone GP, LLC and REOC Partners Ltd., be, and hereby are, commanded to dissolve Stahl Lane, LTD. and void all actions taken by it in contradiction to this Permanent Injunction.

The Permanent Injunction is for future acts and necessary in order to enforce the Judgment. The Judgment declared the creation of Stahl Lane, Ltd. to be a violation of the Uniform Fraudulent Transfer Act ("UFTA") (Tex. Bus. & Com. Code § 24.001 et seq.), but did not provide a method of enforcement. The injunctive relief was necessary to allow for enforcement of the Judgment and the Findings of Fact set forth above. This is for future acts and not past recovery and if it could be termed retroactive in any way, it is merely corrective in nature in order to provide enforcement of the trial court's judgment.

A party is entitled to bring suit and seek damages on alternative theories; however, the plaintiff may not recover on both theories because these would amount to a "double recovery." *Waite Hill Servs., Inc. v. World Class Metal Works, Inc.*, 959 S.W.2d 182, 184 (Tex. 1998); *Foley v. Parlier*, 68 S.W.3d 870, 882 (Tex. App.—Fort Worth 2002, no pet.). A double recovery exists when a plaintiff is awarded more than one recovery for the same injury. *Waite Hill Servs.*, 959 S.W.2d at 184; *Foley*, 68 S.W.3d at 882-83. "Texas law does not permit double recovery." *Parkway Co. v. Woodruff*, 901 S.W.2d 434, 441 (Tex. 1995). The prohibition against double recovery is a corollary to the one satisfaction rule, *Foley*, 68 S.W.3d at 883, which provides that a plaintiff may recover only for the damages suffered as a result of a particular injury. *Utts v. Short*, 81 S.W.3d 822, 833 (Tex. 2002).

In this case, the plaintiff sought damages for the loss of investment, from the date of the first investment to the present. There were no requests for future damages and the injunctions at issue only address future activities of the defendants. Accordingly, we hold there was no double recovery nor was there an election of remedies. The injunctive relief is separate and distinct.

The supreme court has specifically recognized that only when a judgment awards "both an injunction and damages as to future effects" is there an impermissible double recovery. *Schneider Nat'l Carriers, Inc. v. Bates*, 147 S.W.3d 264, 284 (Tex. 2004). In the absence of an award of future damages, there is no double recovery. *See id.* As one court of appeals recognized, an award of permanent injunctive relief and past damages was not a double recovery because no future damages were awarded. *F.S. New Prods., Inc. v. Strong Indus., Inc.*, 129 S.W.3d 606, 631-32 (Tex. App.—Houston [1st Dist.] 2004), rev'd in part on

other grounds, 221 S.W.3d 550 (Tex. 2006). Again, these were separate and distinct injunctions that were not part of a judgment awarding *future* damages, past damages AND injunctive relief.

These more recent cases, as noted in Ozer's brief, simply restate longstanding Texas law. As stated by the Second Court of Appeals in 1945, in a case rejecting the appellant's argument that allowing the appellee to recover damages for past loss of value of their investment and to obtain a permanent injunction preventing future interference was an improper double recovery:

There is no election of remedies in a case of this character. The equitable remedy by injunctions to stop a wrong and remedy it, when it can be done, is not an inconsistent remedy to the injured party's right to have redress during the time the wrong existed. In this state legal and equitable rights are blended and a choice of remedies for either equitable or legal relief is not required in a case like this.

City of Wichita Falls v. Bruner, 191 S.W.2d 912, 920 (Tex. Civ. App.—Fort Worth 1945, writ ref'd w.o.m.).

The defendants' complaint is identical to that rejected by the courts in *F.S. New Prods.* and *Bruner*, and the trial court's award of past damages and a future injunction is in line with the supreme court's statements in *Bates*. The plaintiff was not awarded future damages and an injunction; rather, they received damages to redress the time when they lost the use of their easement due to the encroachments, and injunction to prevent future loss of use. Accordingly, we overrule this issue.

CONCLUSION

In conclusion, we find no error in the trial court's opinion which is sufficiently supported by the findings of fact and therefore the judgment of the trial court is hereby

AFFIRMED

EXHIBIT A-8

CAUSE NO. 2009-CI-18567

WILLIAM B. OZER,
Plaintiff

IN THE DISTRICT COURT

vs.

TODD GOLD, TWO SEVENTY
SEVEN
GP, LLC, 633-4S GP, LLC, LL&R
CORNERSTONE GP, LLC AND
REOC PARTNERS, LTD.,
Defendants

150TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

ORDER APPOINTING RECEIVER

On the 24th day of September, 2015, this matter came on for hearing before the court on the application of William B. Ozer, plaintiff, for the appointment of a receiver for the assets and property of 633 4S, Ltd., Two Seventy Seven, Ltd. and Stahl Lane, Ltd., which are more particularly described as follows. All parties appeared through their respective attorneys, Todd A. Prins, attorney for plaintiff, and Sheldon Richie, attorney for defendants. The court, having read the pleadings, examined the evidence and reviewed the applicable case law and statutes, and it appearing that a receiver should be appointed as requested by plaintiff.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Charles J. Muller, III, a resident of Bexar County, Texas possesses the necessary qualifications, is not an attorney for or related to any party to this action, and is a proper person to be, and is hereby, appointed receiver of the property and assets of 633 4S, Ltd. and Two Seventy Seven, Ltd. On filing a receiver's bond in the amount of \$100,000.00 conditioned as provided by law and approved by this court, together with the oath prescribed by law, he is authorized, subject to control of this court, to do any and all acts necessary to the proper and lawful conduct of the receivership, including the following:

1. (*General*). Take charge of the property and assets of 633 4S, Ltd., Two Seventy Seven, Ltd. and Stahl Lane, Ltd. described above, insure it against hazards and risks, and attend to its periodic maintenance.
2. (*Operate a business*). Subject to further order of this court, operate and conduct the business of 633 4S, Ltd. and Two Seventy Seven, Ltd., under any name or entity in which it is conducted at its principal place of business, and elsewhere. The receiver is authorized to employ servants, agents, employees, clerks, and accountants, and to purchase merchandise, materials, supplies, and services, and to pay for them at ordinary and usual rates and prices out of funds that will come into his possession as receiver, through any means including the subject assets and partnerships and/or Defendants, and to do all things, and to incur the risks and obligations ordinarily incurred by owners, managers, and operators of similar businesses and enterprises, as the receiver, and no such risk or obligation so incurred will be the personal risk or obligation of the receiver, but a risk or obligation of the receivership estate.

3. (*Operate a business*). Subject to further order of this court, operate and conduct the business of Stahl Lane, Ltd., under any name or entity in which it is conducted at its principal place of business, and elsewhere. The receiver is authorized to employ servants, agents, employees, clerks, and accountants, and to purchase merchandise, materials, supplies, and services, and to pay for them at ordinary and usual rates and prices out of funds that will come into his possession as receiver, and to do all things, and to incur the risks and obligations ordinarily incurred by owners, managers, and operators of similar businesses and enterprises, as the receiver, and no such risk or obligation so incurred will be the personal risk or obligation of the receiver, but a risk or obligation of the receivership estate. The receiver shall dissolve Stahl Lane, Ltd. and void all actions taken by it, its officers, agents successors or assigns as the creation of such is a violation of the Uniform Fraudulent Transfer Act and/or injunctions and orders of court and it is not a proper entity.

4. (*Rental property*). Collect the rents due and hereafter coming due from tenants of any portion of the property taken, and tenants or the parties hereto will attorn to the receiver.

5. (*Implement orders*). Implement all judgments, orders and injunctions issued by the courts which relate to or affect defendants and/or the entities subject hereto, their assets and/or property.

6. (*Bank account*). Take possession of and receive from any *bank, credit union, savings and loan or similar institution* any money on deposit in the financial institution to the credit of 633 4S, Ltd. Two Seventy Seven, Ltd., and Stahl Lane, Ltd. or any other associated entity, including, but not limited to any Water Control and Improvement District (WCID), created for the benefit of and part of the assets of the subject properties and the receipt of the receiver for the funds will discharge the institution from further responsibility for accounting to 633 4S, Ltd., Two Seventy Seven, Ltd. and Stahl Lane, Ltd. for funds for which the receiver has given a receipt.

IT IS FURTHER ORDERED that money coming into the possession of the receiver and not expended for any of the purposes authorized herein must be held by the receiver subject to such orders as this court may hereafter issue.

IT IS FURTHER ORDERED THAT all persons, firms, and corporations are hereby enjoined from proceeding to levy upon or from otherwise interfering with the receiver's exclusive possession of the above-described property until final judgment of this court.

IT IS FURTHER ORDERED THAT no lien, claim, or other security interest in any property affected by this receivership will in any manner be affected by this order. Any party's failure to oppose the appointment of a receiver, any party's consent to the appointment, or any party's procurement of the appointment will not constitute waiver of any lien, claim, or right.

IT IS FURTHER ORDERED that the receiver must, within 20 days of qualification, file in this action an inventory of all property of which the receiver has taken possession. If the receiver subsequently comes into possession of additional property, he must file a supplemental inventory as soon as practical.

IT IS FURTHER ORDERED that all costs and attorney's fees associated with this Motion shall be taxed against the defendants.

IT IS FURTHER ORDERED that all costs and fees associated incurred by the receiver shall be taxed against the defendants.

IT IS FURTHER ORDERED that this receivership will continue in effect until further order of this court.

SIGNED and ENTERED on this 30th day of September, 2015.



District Judge Presiding

EXHIBIT A-9

From: [Todd Prins](#)
To: [Bill Ozer](#); [Phil Hardberger](#)
Cc: [Karen Ozer](#)
Subject: RE: Fifth Stay
Date: Wednesday, September 07, 2016 11:47:44 AM
Attachments: [8.24.16.Fifth Order.pdf](#)

I'm sending this a second time. Disregard if you got it before. This is the last one that I received. It ran through last week and I haven't seen another. I've called to see if there is one and have not received a response yet. Phil, if you're speaking with Woody, could you ask him as well?

Thanks,

Todd A. Prins

Prins Law Firm
4940 Broadway, Ste. 108
San Antonio, TX 78209
210-820-0833
210-820-0929 fax
www.prinslaw.com

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IRS CIRCULAR 230 DISCLOSURE: Any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, by any taxpayer for the purpose of (1) avoiding tax-related penalties under the U.S. Internal Revenue Code or (2) promoting, marketing or recommending to another party any tax-related matters addressed herein.

From: Bill Ozer [mailto:williamozero@yahoo.com]
Sent: Wednesday, September 07, 2016 11:14 AM
To: Todd Prins <taprins@prinslaw.com>; Phil Hardberger <phil.hardberger@yahoo.com>
Cc: Karen Ozer <karenozer@yahoo.com>
Subject: Re: Fifth Stay

What is the answer on the stay Todd, when did you receive the last stay????

From: Todd Prins <taprins@prinslaw.com>
To: Phil Hardberger <phil.hardberger@yahoo.com>; Bill Ozer <williamozero@yahoo.com>
Cc: Karen Ozer <karenozer@yahoo.com>
Sent: Wednesday, September 7, 2016 10:52 AM
Subject: Re: Fifth Stay

Also, I have Peeples' signature on the letter to the bar. CC Woody, Phil?

Thanks,

Todd A. Prins
Prins Law Firm
4940 Broadway, Ste. 108
San Antonio, TX 78209
210-820-0833
210-820-0929
www.prinslaw.com

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From: Bill Ozer <williamozero@yahoo.com>
Sent: Wednesday, September 7, 2016 10:32 AM
To: Todd Prins; Phil Hardberger
Cc: Karen Ozer
Subject: Fifth Stay

Guys,

When was the last stay issued by the Fifth a when were we last notified of the same?

Phil - What is the scoop????

Thanks,

Bill

**UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT**

United States Court of Appeals
Fifth Circuit

FILED

Aug. 24, 2016

Lyle W. Cayce

Clerk

In re: DR. JAMES R. LEININGER, M.D., ET. AL.

Appealed from the United States District Court for the
Western District of Texas, San Antonio

Before SOUTHWICK, HAYNES, and DENNIS, Circuit Judges.

O R D E R

Previously, this Court entered an ORDER providing that all actions of the District Court are STAYED and ENJOINED until the sooner of the issuance of this Court's Opinion or August 17, 2016.

This Court is on the cusp of such issuance, therefore, it is in the best interest of judicial economy and in order to prevent further appeals, further actions by the District Court are being STAYED and ENJOINED for an additional seven (7) days.

As stated before, this is done with the strong caution that it is still the opinion of this Court that Judge Biery does, indeed have Federal Jurisdiction over the matters before him and violation of any orders could constitute contempt. This extension is solely to ensure that these matters stop languishing on procedural challenges and proceed on their merits before the District Court.

It is therefore ORDERED that all actions of the District Court are STAYED and ENJOINED until the sooner of the issuance of this Court's Opinion or August 31, 2016.

Page: 2 Date Filed: 08/24/2016

ISSUED AS MANDATE:

A True Copy
Attest

Clerk, U.S. Court of Appeals, Fifth Circuit

By: 
Deputy

New Orleans, Louisiana

EXHIBIT A-10

From: [Bill Ozer](#)
To: [Bill Ozer](#)
Subject: Seventh Circuit Order vs Fifth Circuit
Date: Tuesday, September 13, 2016 4:12:25 PM
Attachments: [Seventh Mandate.pdf](#)

----- Forwarded Message -----

From: Todd Prins <taprins@prinslaw.com>
To: Bill Ozer <williamozzer@yahoo.com>; "phil.hardberger@yahoo.com" <phil.hardberger@yahoo.com>; Mikal Watts <watts.mikal@yahoo.com>
Cc: Karen Ozer <karenozer@yahoo.com>
Sent: Monday, September 12, 2016 9:40 AM
Subject: RE: Meeting

I just got this in. I'll make sure that the Court's clerk has it as well.

Thanks,

Todd A. Prins

UNITED STATES COURT OF APPEALS
FOR THE SEVENTH CIRCUIT

United States Court of Appeals
Seventh Circuit

FILED

Sept. 12, 2016

Gino J. Agnello

Clerk

In re: HON. FRED BIERY

PER CURIAM.

M A N D A T E

This Court has been presented with a unique case of comity and conflicts of laws by and between this and the Fifth Circuit Court of Appeals.

While sitting in this Circuit, the Hon. Fred Biery issued a series of orders and writs for either enforcement of previous orders of his and/or new matters unrelated to such.

They were certified and not subject to review by this court, however, they have been (and by effect Judge Biery) stayed and enjoined by the Fifth Circuit Court of Appeals.

This has, therefore, created a conflict of laws by and between this Circuit and the Fifth Circuit. The rule followed by all courts is that because the forum court should be free to resolve a question of law or fact, comity also requires that we not allow an injunction to extend to the remaining circuits. Cf. *Va. Soc'y*, 263 F.3d at 393-94 (refusing to issue an injunction that would have "encroache[d] on the ability of other circuits to consider" an important legal question and "impos[ed] our view of the law on all the other circuits").

It goes without saying that we expect our pronouncements will be the final word within the Seventh Circuit's geographical area, subject only to *en banc* or Supreme Court review. Similarly, when the Seventh Circuit or any of its coequal circuit courts issue an opinion, the pronouncements become the law of that geographical area. Based upon this judicial hierarchy, we must be mindful of the decisions of our sister

Page: 2 Date Filed: 09/12/2016

circuits, when we make decisions in cases affecting litigants' legal rights and remedies in the geographic boundaries of their circuits.

However, it appears that the Fifth Circuit has not maintained such discretion and mindfulness and has attempted to usurp the rulings out of this Circuit. Principles of comity require that, once a sister circuit has spoken to an issue, that pronouncement is the law of that geographic area. Courts in another circuit should not grant relief that would cause substantial interference with the established judicial pronouncements of such sister circuits.

The actions of the Fifth Circuit are violations of these principals, therefore it is therefore ORDERED that all actions of Judge Biery sitting in the Seventh Circuit are not subject to stay or injunction.

In order to clarify and avoid any confusion, Judge Biery is to reissue all such orders and writs under the auspices of this Circuit post haste and all such orders and/or writs are not subject to any stay or injunction by the Fifth Circuit.

ISSUED AS MANDATE:

A True Copy Attest

Clerk, U.S. Court of Appeals, Seventh Circuit

By: 

Deputy

Chicago, Illinois

EXHIBIT A-11

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

WILLIAM B. OZER	§
	§
V.	§
	§
AMEGY BANK, N.A.,	§
ZIONS BANCORPORATION	§
AND ZIONS BANK	§

AMENDED ORDER

This Order is being issued pursuant to a directive and Mandate issued by the Seventh Circuit Court of Appeals. It is merely a reiteration of an earlier Order that is now clearly being issued under the umbrella of the Seventh Circuit.

On December 24, 2014, William B. Ozer and Karen Ozer, on the one hand, and Amegy Bank, N.A. and Zions Bancorporation and Zions Bank, entered into a Settlement Agreement.

One critical term for consideration was the payment of consideration by Amegy and Zions of the sum of Five Hundred Thirty-Five Thousand and no/100s dollars (\$535,000.00) payable within ten days of execution to the Plaintiff. The other was releasing William Ozer from a personal guaranty.

Such payment was made via wire transfer to the IOLTA account of counsel for the Plaintiff, however, Amegy has interfered with the release of such funds and continue to demand the return of such funds predicated upon the theory and excuse that somehow a separate and distinct confidential settlement agreement by and between Ozer and International Bank of Commerce (IBC) in a separate cause of action is a violation of the Amegy settlement

and/or the actions of IBC independent of and actually over the objection of Ozer constitute interference with the Amegy settlement.

This is legally and factually incorrect as Ozer took action to prevent the activities of IBC and protect Amegy's interests despite having no duty to do so. In summary, unknown to Ozer, third-parties had cross-collateralized the property of 633 4S, Ltd. which was financed by Amegy. They did this to obtain funds from IBC which IBC provided. Ozer had no involvement and no knowledge of this cross-collateralization until he realized that IBC was intending to foreclose on the 633 4S property which is the asset pledged to Amegy. Once Ozer discovered this plan by IBC, he took swift action. He immediately restrained IBC from foreclosing on properties pledged to Amegy. He did this independent of Amegy and to prevent any appearance of impropriety and to prevent IBC from utilizing him as a scam to foreclose on property pledged to Amegy. As such, all theories of Amegy fail as a matter of law and under the facts.

With this background in mind and considering the current state of affairs, this Court ORDERS that the funds being held in Trust be released to William B. Ozer and Karen Ozer. Such release of funds is to be done directly to William B. Ozer and Karen Ozer and pursuant to writs of execution directed to Broadway National Bank, N.A. and the Federal Deposit Insurance Corporation.

It is further ORDERED that William B. Ozer is released from his personal guaranty.

It is further ORDERED that this does not release Amegy Bank, N.A. and Zions Bancorporation and Zions Bank from the claims and causes of action being asserted in this action and that this order is severing from and only enforcing the two specific provisions of the Settlement Agreement set forth above.

This is a final and Certified Order for which a Writ of Execution is requested.

SIGNED and ENTERED this 14th day of September, 2016.

FRED BIERY



UNITED STATES DISTRICT JUDGE SITTING AS CIRCUIT JUDGE IN THE SEVENTH
CIRCUIT OF THE UNITED STATES

EXHIBIT A-12

From: [Todd Prins](#)
To: [Bill Ozer](#); [Karen Ozer](#)
Subject: Casseb letter
Date: Thursday, September 10, 2015 10:41:23 AM
Attachments: [Casseb letter to Biery.pdf](#)

Todd A. Prins
Prins Law Firm
4940 Broadway, Ste. 108
San Antonio, TX 78209
210-820-0833
210-820-0929 fax
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JUDGE SOLOMON J. CASSEB III
288th District Court



September 9, 2015

Chief U.S. District Judge Fred Biery
655 E. Cesar E. Chavez Blvd.
San Antonio, TX 78206

RE: *Cause No. 2009-CI-18567 in the 150th Judicial District Court, Bexar County, Texas*

Fred:

I have been sitting in post-judgment/post-injunction attempts to enforce a judgment, injunctions and orders relating to same for the above referenced and related matters.

As you are aware, Ozer obtained a judgment against Todd Gold, Two Seventy Seven GP, LLC, 633-4S GP, LLC, LL & R Cornerstone GP, LLC, and REOC Partners Ltd. (the "judgment debtors") on March 12, 2013 and issued on June 26, 2014. As a result of this judgment, Ozer was perfected as and recorded liens regarding properties in which the judgment debtors, especially REOC Partners, Ltd. had an ownership interest or had a commission interest. Such liens were priority to any and all other claims by the judgment debtors, however, the Title Companies have collaborated and conspired with the judgment debtors to circumvent such liens and Close on sales without satisfying Ozer's liens.

Chicago Title Company, Inc. and Collins Title Company, Inc. d/b/a Service Title Company and their officers directly involved, have engaged in repeated and systematic violations of Ozer's liens and judgment.

They have closed multiple transactions and some or many of these involve James Leininger.

As a result of their violations, the court ordered the Title Companies to provide the information, but they merely submitted worthless information and even attempted to have such worthless and non-responsive information sealed. This resulted in a contempt order and they, yet again, submitted worthless and non-responsive information.

These are acts of complete defiance of the State Courts and even the issuance of capias warrants has not stopped them from ignoring the State Courts and defying and disobeying rule of law. While it may be an effort in futility, I intend to continue to issue Capias warrants and seek to enforce the judgment and other rulings of court.

In addition to the Title Companies' violations, it has been brought to my attention that International Bank of Commerce has engaged in additional violations of injunctions in place by issuing financing and continuing to support projects that are to be frozen.

It is compelling to me that despite the efforts I have engaged in, these parties are comfortable with their defiance. I can only surmise, given to my and my family history, that they feel politically protected. One major figure that keeps arising throughout all of this is the aforementioned James Leininger. It is my belief that his influence and funding are powering this and that is a major source of the defiance.

All of which leads to the need for Federal Court intervention in these matters. Regardless of my efforts, I believe that the teeth that you can bring to bear would be of significant assistance.



District Judge Presiding

EXHIBIT A-13

From: [Bill Ozer](#)
To: [Bill Ozer](#)
Subject: Casseb Letter2 to Biery
Date: Thursday, December 03, 2015 7:51:31 AM
Attachments: [12.2.15.Casseb.ltr.pdf](#)

----- Forwarded Message -----

From: Todd Prins <taprins@prinslaw.com>
To: "Bill Ozer (williamozzer@yahoo.com)" <williamozzer@yahoo.com>; Karen Ozer <karenozer@yahoo.com>
Sent: Thursday, December 3, 2015 7:28 AM
Subject: Casseb

He sent the letter. A copy is attached, I will call at 8:00 and confirm coffee with him and time.

Thanks,

Todd A. Prins
Prins Law Firm
4940 Broadway, Ste. 108
San Antonio, TX 78209
210-820-0833
210-820-0929 fax
www.prinslaw.com

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JUDGE SOLOMON J. CASSEB III
288th District Court



December 2, 2015

Chief U.S. District Judge Fred Biery
655 E. Cesar E. Chavez Blvd.
San Antonio, TX 78206

RE: *Cause No. 2009-CI-18567 in the 150th Judicial District Court, Bexar County, Texas*

Fred:

This is a brief follow up to my earlier letter dated September 9, 2015. In summary, I am dismayed to report that the parties including the Defendants in the subject case which they have lost and others including two title companies, City Of Bulverde, Comal County, two banks and James Leininger continue to blatantly violate the injunctions and orders issued by the courts and the final judgment ruled in favor of Ozer. Now also added to the violators growing list is TREC.

Behind all this violations and complete disregard to the orders and rule of law appears to be James Leininger who is using his money to influence the progress of this case. He has chosen to use his financial muscle to defy the law and I continuing to request your assistance. No one should be allowed to disobey the courts orders and the rule of law.

The two title companies include Chicago Title Company, Inc. and Collins Title Company, Inc. d/b/a Service Title Company, Inc., despite my attempts to summon them for hearings and multiple capias' warrants I have issued, continue behaving defiant and refusing to comply with my orders.

Additionally, two banks involved include International Bank of Commerce (IBC) and Zions Corporation owned Amegy Bank. These two banks have chosen to completely disregarded court orders as well as the prior injunctions and continue conducting business as usual with complete disregard to the rule of law. They have also collaborated to punish Ozer by not only violating the courts' orders but also by freezing the assets associated with two separate settlement agreements which they have also violated. The motions associated with these violations have been stuck in the Fourth Court of Appeals for many months now. I understand that Ozer has filed separate cases in the Federal Court against these perpetrators and hopefully


a two-pronged approach can obtain a resolution.

As I mentioned above, James Leininger in his defiance of the orders and rule of law, appears to have managed to illegally annex his property into the Water Control Improvement District (WCID) #6. This violates state court rulings and injunctions. His property should be ordered to be "de-annexed" from the WCID #6 or any of the others and he also needs to be instructed to mind his own business and not interfere with Ozer's case.

I also understand that TREC legal counsel Andrew A. Howell in a written communication confirmed that James Leininger was involved in preventing TREC from terminating the perpetrators' real estate licenses who have committed multiple counts of fraud and this was confirmed by the courts at all levels. While Mr. Howell is the final decision maker responsible for the terminations and has been ordered by the courts to follow TREC's charter and as unanimously approved and dictated by the TREC commissioners to terminate the subject licenses over a year ago he has failed to do so apparently because of James Leininger and his cohorts. This interference must be stopped.

Fred, the Ozers do not want any favors from anyone but the rule of law implemented and the perpetrators to be stopped. These people are harming not only the Ozers but many others unaware of these illicit activities. The Ozers cannot stop these bullies on their own and cannot fight deep pockets like James Leininger, banks, title companies on their own. I feel compelled to help stop these parties and need and appreciate your help in doing so as I am sure you will do.

All of which leads to the need for Federal Court intervention in these matters. Regardless of my efforts, I believe that the teeth that you can bring to bear would be of significant assistance.

Very truly yours

Judge Sol Casseb
288th District Court

SC/dg

EXHIBIT A-14

JUDGE SOLOMON J. CASSEB III
288th District Court



January 6, 2016

Chief U.S. District Judge Fred Biery
655 E. Cesar E. Chavez Blvd.
San Antonio, TX 78206

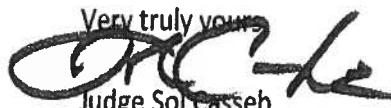
RE: *Cause No. 2009-CI-18567 in the 150th Judicial District Court, Bexar County, Texas*

Fred:

As you can see from the attached, there has been additional interference with my Orders, specifically, that of Receivership. There is only one obvious conclusion that can be reached and that is that James Leininger has and continues to interfere with lawful orders of the courts and his influence behind the scenes must be stopped. It is very important to note that these illegal actions and delays caused by Leininger and his cohorts are not only impeding the Plaintiff, William B. Ozer's, ability to collect on his judgment but due to the nature of real estate almost impossible to reverse. The opposition is disobeying all court orders and behaving above the law and we need your help in stopping this nonsense. They cause delay by illegal maneuvers and frivolous motions and continue doing exactly what we ordered them not to do. This has to be stopped.

We also have to deal with the potentially illegal and improper conduct of the receiver. Ozer will be issuing subpoenas to him, however I too will be seeking information to determine if his actions are criminal and, if so, to deal with accordingly.

As you are currently hearing related issues and considering a Receivership yourself, I wanted to immediately bring this to your attention and ask for your continued support in the subject matter.

Very truly yours,

Judge Sol Casseb
288th District Court

SC/dg

EXHIBIT A-15

From: [Todd Prins](#)
To: [Bill Ozer \(williamozero@yahoo.com\)](#); [Karen Ozer](#); [phil.hardberger@yahoo.com](#)
Subject: FW: Meeting Wednesday
Date: Monday, September 19, 2016 5:10:44 PM

FYI,

Todd A. Prins

Prins Law Firm
4940 Broadway, Ste. 108
San Antonio, TX 78209
210-820-0833
210-820-0929 fax
www.prinslaw.com

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From: Lynch, Loretta (USADC)
Sent: Monday, September 19, 2016 5:08 PM
Cc: Phillips, Channing; Eubanks, Jerome
To: Todd Prins
Subject: Meeting Wednesday

Attorney Prins,

All has been confirmed for my trip to San Antonio. Barring additional incidents such as those from this weekend, my time has been blocked off.

Sincerely,

Loretta Lynch
United States Attorney General
United States Attorney's Office
Washington, D.C.



From: Todd Prins

Sent: Monday, September 19, 2016 7:40 AM

To: Loretta Lynch (AGUSA); Bill Ozer (williamozero@yahoo.com) <williamozero@yahoo.com>; Karen Ozer <karenozero@yahoo.com>; phil.hardberger@yahoo.com

Subject: Meeting Wednesday

All:

Please allow the following to serve as confirmation of our meeting Wednesday, September 21, 2016 at 8:00 am in San Antonio, Texas. As we have many involved with very complex schedules, I want to confirm and address this right away.

Please advise me in writing of your confirmation and availability and I look forward to seeing all of you.

Sincerely,

Todd A. Prins

Prins Law Firm
4940 Broadway, Ste. 108
San Antonio, TX 78209
210-820-0833
210-820-0929 fax
www.prinslaw.com

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EXHIBIT A-16

From: [Todd Prins](#)
To: [Loretta Lynch \(AGUSA\)](#)
Cc: [Bill Ozer \(williamozero@yahoo.com\)](#); [Karen Ozer](#); [phil.hardberger@yahoo.com](#); [Hon. Fred Biery](#)
Subject: Correspondence regarding service of judicial writs
Date: Tuesday, October 11, 2016 1:54:46 PM
Attachments: [10.11.16.AG.Letter.pdf](#)

Please see attached correspondence regarding our requests for assistance and information.

Thank you,

Todd A. Prins

Prins Law Firm
4940 Broadway, Ste. 108
San Antonio, TX 78209
210-820-0833
210-820-0929 fax
www.prinslaw.com

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PRINS LAW FIRM

October 10, 2016

Hon. Loretta Lynch
U.S. Attorney General
United States Department of Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530-0001

RE: *Service of Writs of Execution, The Honorable Fred Biery Judge Presiding and Investigation of Public Corruption*

TO THE HONORABLE LORETTA LYNCH US ATTORNEY GENERAL:

In follow-up to our correspondence of yesterday, you may be aware that we have had yet another unsuccessful attempt to serve writs of execution due to new and additional improper interference and delay occasioned by Channing Phillips.

Candidly, Mr. Phillips is interfering in a civil process in which he has no business. We understand you instructed him to stop his involvement in our case and this was our request. This further interference is a clear indicator that our suspicions regarding his motives can be nothing but correct. Since it appears that those wrongful and possibly criminal motives rise to the highest levels, we would respectfully request that you limit access to the information relating to this investigation to yourself and those that we agree upon. Due to his unwelcomed and continued illegal interference, we request that Mr. Phillips be removed from any involvement with our case immediately.

Next, we would also respectfully request that you immediately remove all roadblocks from service of the writs of execution and allow Judge Biery's lawful rulings be enforced.

Finally, in addition to formal written authorization of the release of Jason Davis to work on this matter with us, we would respectfully request that you provide us with his file materials that were subpoenaed.

Thank you for your assistance and cooperation in this.

Sincerely,



Todd A. Prins

EXHIBIT A-17

From: [Todd Prins](#)
To: [Bill Ozer \(williamozero@yahoo.com\)](mailto:williamozero@yahoo.com)
Subject: FW: Activity in Case Ozer v. Amegy Bank, et. al. and Ozer v. International Bank of Commerce on Application for Writ (misc)
Date: Monday, October 17, 2016 11:24:03 AM

Sent earlier.

Todd A. Prins

Prins Law Firm
4940 Broadway, Ste. 108
San Antonio, TX 78209
210-820-0833
210-820-0929 fax
www.prinslaw.com

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From: Todd Prins
Sent: Monday, October 17, 2016 9:45 AM
To: Bill Ozer (williamozero@yahoo.com) <williamozero@yahoo.com>; Karen Ozer <karenozer@yahoo.com>
Cc: phil.hardberger@yahoo.com
Subject: FW: Activity in Case Ozer v. Amegy Bank, et. al. and Ozer v. International Bank of Commerce on Application for Writ (misc)

FYI. Hearing is Thursday at 1:00. I spoke with Biery and the delay is to do this under the Seventh Circuit. His clerk has to be certified to empanel a Seventh Circuit jury for it.

Todd A. Prins

Prins Law Firm
4940 Broadway, Ste. 108
San Antonio, TX 78209
210-820-0833
210-820-0929 fax
www.prinslaw.com

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From: ILC_USDC_Notice@ilcd.uscourts.gov [mailto:ILC_USDC_Notice@ilcd.uscourts.gov]

Sent: Monday, October 17, 2016 9:27 AM

To: cmecf_notices@ilcd.uscourts.gov

Subject: Activity in Case Ozer v. Amegy Bank, et. al. and Ozer v. International Bank of Commerce Order on Application for Writ (misc)

This is an automatic e-mail message generated by the CM/ECF system. Please DO NOT RESPOND to this e-mail because the mail box is unattended.

*****NOTE TO PUBLIC ACCESS USERS***** Judicial Conference of the United States policy permits attorneys of record and parties in a case (including pro se litigants) to receive one free electronic copy of all documents filed electronically, if receipt is required by law or directed by the filer. PACER access fees apply to all other users. To avoid later charges, download a copy of each document during this first viewing. However, if the referenced document is a transcript, the free copy and 30 page limit do not apply.

U.S. District Court [LIVE]

Central District of Illinois

Notice of Electronic Filing

The following transaction was entered on 10/17/2016 at 9:27 AM CDT and filed by the Court

Case Name: Ozer v. Amegy Bank, et. al. and Ozer v. International Bank of Commerce
Order on Application for Writ (misc);

Document Number: No document attached

Filer:

Docket Text:

Application for Habeas Corpus Relief. Jury Trial set before the Court on October 20, 2016, 1:00 pm (mr) Trial to be held in the Western District of Texas, 655 E. Cesar E. Chavez Blvd.

Notice has been electronically mailed to:

Todd A. Prins taprins@prinslaw.com, drfierro@prinslaw.com

William Loughborough McCamish wmccamish@prinslaw.com

Notice has been delivered by other means to:

James D. Krause
Barry McClenahan

EXHIBIT A-18

From: [Todd Prins](#)
To: [Bill Ozer](#); [Karen Ozer](#)
Subject: Settlements with IBC and Amegy
Date: Wednesday, June 15, 2016 11:57:18 AM

Bill:

Allow this to confirm that the settlement funds that are currently frozen in my IOLTA account are being held as a result of my negligence in obtaining their issuance in a timely manner before they renege on the settlements.

Therefore, I am responsible for and owe you the funds that are being held.

Thanks,

Todd A. Prins
Prins Law Firm
4940 Broadway, Ste. 108
San Antonio, TX 78209
210-820-0833
210-820-0929
www.prinslaw.com

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EXHIBIT A-19

From: [Todd Prins](#)
To: [Bill Ozer](#)
Cc: [Karen Ozer](#)
Subject: RE: Note
Date: Friday, October 14, 2016 9:06:50 AM
Attachments: [Demand Note.pdf](#)

Only other change is the date.

Thanks,

Todd A. Prins

Prins Law Firm
4940 Broadway, Ste. 108
San Antonio, TX 78209
210-820-0833
210-820-0929 fax
www.prinslaw.com

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From: Bill Ozer [mailto:williamozero@yahoo.com]
Sent: Friday, October 14, 2016 7:03 AM
To: Todd Prins <taprins@prinslaw.com>
Cc: Karen Ozer <karenozer@yahoo.com>
Subject: Fw: Note

I need you to notarize this and I will pick up this morning.
Tell me what time it will be ready please.

Thx.

B.

----- Forwarded Message -----

From: Todd Prins <taprins@prinslaw.com>
To: Bill Ozer <williamozero@yahoo.com>
Cc: Karen Ozer <karenozer@yahoo.com>
Sent: Thursday, October 13, 2016 9:39 AM

Subject: Re: Note

I added both sets of language.

Let me know if this works,

Todd A. Prins
Prins Law Firm
4940 Broadway, Ste. 108
San Antonio, TX 78209
210-820-0833
210-820-0929
www.prinslaw.com

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From: Bill Ozer <williamozero@yahoo.com>

Sent: Thursday, October 13, 2016 9:26 AM

To: Todd Prins

Cc: Karen Ozer

Subject: Note

Todd,

In addition to the statute of limitations, I ask that you add one more change. Something to the effect that the note will be paid in full within 45 days of the demand being made etc.

Thanks,

Bill

NOTE

Date of Note: October 14, 2016

Maker: Todd A. Prins

Maker's Mailing Address: 4940 Broadway, Ste. 108
San Antonio, TX 78209

Payee: William B. Ozer and Karen Ozer, jointly and severally

Place for Payment: 4036 Legend Ranch Dr.
San Antonio, TX 78320

Principal Amount: One Million Six Hundred Three Thousand Seven Hundred Sixty-Nine and 28/100 Dollars (\$1,603,769.28)

Maturity Date: On Demand. This Note shall be paid within forty-five (45) days of Demand or be in Default.

Limitations: No statute of limitations shall run or begin to run until such time as Demand is made for this Note.

Annual Interest Rate on Unpaid Principal from Date until Maturity: Minimum allowed by law.

Annual Interest Rate on Matured, Unpaid Amounts: Highest lawful contract rate, but not in excess of eighteen percent (18%) per annum.

Terms of Payment (principal and interest):

THIS NOTE IS PAYABLE IN FULL ON MATURITY AS DEFINED ABOVE. MAKER UNDERSTANDS THAT AT MATURITY MAKER MUST REPAY THE ENTIRE PRINCIPAL OF THIS NOTE AND UNPAID INTEREST THEN DUE. PAYEE IS UNDER NO OBLIGATION TO REFINANCE THIS NOTE AT THAT TIME. MAKER WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT MAKER MAY OWN, OR WILL HAVE TO FIND A LENDER, WHICH MAY BE THE PAYEE, WILLING TO LEND MAKER THE MONEY. IF MAKER REFINANCES THIS LOAN AT MATURITY, MAKER MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN, EVEN IF MAKER OBTAINS REFINANCING FROM THE PAYEE.

Interest on this Note, both prior to and after maturity, shall be calculated on the basis of the actual number of days elapsed, but computed as if each year consisted of 360 days.



Maker reserves the right to prepay this Note in any amount at any time without penalty. Prepayments shall be applied against the installments of principal last maturing hereon, and interest shall immediately cease upon any amounts of principal so prepaid.

Maker promises to pay to the order of Payee at the place for payment and according to the terms of payment the principal amount plus interest at the rates stated above. All unpaid amounts shall be due by the final scheduled payment date.

On default in the payment of this Note or in the performance of any obligation in any instrument securing or collateral to it after notice and opportunity to cure to Maker, the unpaid principal balance and earned interest on this Note shall become immediately due at the election of Payee. Maker and each surety, endorser, and guarantor waive all demands for payment, presentations for payment, notices of intention to accelerate maturity, notices of acceleration of maturity, protests, notices of protest, and all other notices, except where such waiver may be expressly prohibited by law, except for the notices required pursuant to the Deed of Trust, of even date herewith.

If this Note or any instrument securing or collateral to it is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then Maker shall pay Payee all costs of collection and enforcement, including reasonable attorney's fees and court costs, in addition to other amounts due.

If a law, which applies to this Note and which sets maximum interest or loan charges, is finally interpreted so that the interest or other loan charges contracted for, charged or received in connection with this Note exceed the permitted limits under applicable law, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from Maker which exceeded permitted limits will be refunded to Maker. Payee may, to the extent permitted by law, choose to make this refund by reducing the amounts owing or by making a direct payment to Maker. It is agreed that the total of all interest and other charges that constitute interest shall not exceed the maximum amount allowed by applicable law. To the extent Texas law establishes the maximum ceiling, the parties elect the weekly rate ceiling under Chapter 303 of the Texas Finance Code. To the extent United States federal law permits Payee to contract for, charge, take, receive, or reserve a greater amount of interest than under Texas law, Payee will rely on United States federal law for the purpose of determining the highest lawful contract rate. Nothing in this Note, or any charges made in connection herewith, shall entitle Payee upon any contingency (including, but not limited to, payoff statements, prepayment, default, demand for payment or acceleration of maturity) to contract for, charge or receive interest or other charges that may constitute interest or other charges in excess of the maximum amount allowed by applicable law, and all such contracts, charges or receipts are hereby made subject to and automatically constrained by the limitations stated above. To the extent permitted by applicable law, Payee may calculate interest and charges by amortizing, prorating, allocating and spreading. Any excess ever contracted for, charged or received, shall be automatically subject to refund or cancellation so as to bring the amount of interest and charges within lawful limits. In addition, nothing in this Note or the Deed of Trust shall constitute a waiver by Payee of any rights to which Payee may be entitled under the Texas Finance Code, Texas Property Code, or Texas Business and Commerce Code as applicable, or other applicable law.

Each Maker is responsible for all obligations represented by this Note.



When the context requires, singular nouns and pronouns include the plural.

Executed on the 14th day of October, 2016, by:

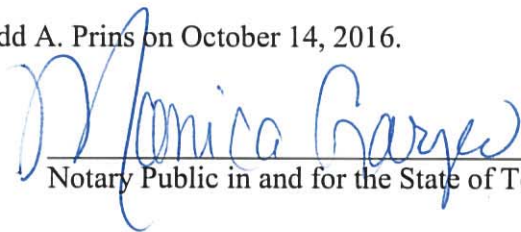
By: 

Todd A. Prins

STATE OF TEXAS

COUNTY OF BEXAR

SWORN TO and SUBSCRIBED before me by Todd A. Prins on October 14, 2016.


Notary Public in and for the State of Texas

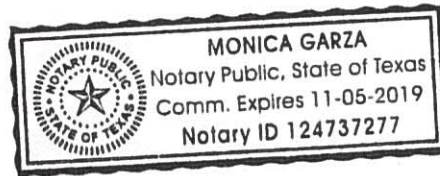


EXHIBIT A-20

From: [Bill Ozer](#)
To: [Todd Prins](#)
Cc: [Karen Ozer](#)
Subject: Termination of Services

Todd,

Effective immediately, I am terminating all your responsibilities associated with me and my family. I am instructing you to stop everything you are doing immediately. We have the docket and know exactly what you did as well as all the impersonations and documents you have been forging. You will be contacted by our new counsel, the authorities and The State Bar of Texas.

Bill Ozer

EXHIBIT A-21

PRINS ♦ ARNWINE
ATTORNEYS AT LAW

Federal Tax ID 74-2938820

Bill Ozer
7800 IH-10 West, Suite 800
San Antonio TX 78230

November 02, 2008

Invoice #12285

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
10/13/2008 TAP	Plan and Prepare for Initial meeting with clients. L110	0.50 225.00/hr	NO CHARGE
10/16/2008 TAP	A104 Review/Analyze Review of partnership agreement, correspondence and guaranty for 633-4S. L110	2.10 225.00/hr	472.50
10/19/2008 TAP	A104 Review/Analyze Further review of partnership agreement, correspondence and guaranty for 633-4S. L110	0.50 225.00/hr	112.50
10/20/2008 TAP	Plan and Prepare for Meeting with clients. L110	0.40 225.00/hr	90.00
10/21/2008 TAP	A103 Draft/revise Composition of wills.	1.90 225.00/hr	427.50
For professional services rendered		<u>5.40</u>	<u>\$1,102.50</u>
Balance due			<u><u>\$1,102.50</u></u>

PRINS ♦ ARNWINE
ATTORNEYS AT LAW

Federal Tax ID 74-2938820

Bill Ozer
7800 IH-10 West, Suite 800
San Antonio TX 78230

December 31, 2008

Invoice #12387

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
12/15/2008 TAP Plan and Prepare for Meeting with client. L110	0.30 225.00/hr	67.50
For professional services rendered	0.30	\$67.50
Previous balance		\$1,102.50
11/10/2008 Payment - thank you		(\$1,102.50)
Total payments and adjustments		(\$1,102.50)
Balance due		\$67.50

PRINS ♦ ARNWINE
ATTORNEYS AT LAW

Federal Tax ID 74-2938820

Bill Ozer
7800 IH-10 West, Suite 800
San Antonio TX 78230

March 01, 2009

Invoice #12516

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
2/26/2009	TAP A108 Communicat (other external) Telephone conference with Albrecht. L110	0.20 225.00/hr	45.00
3/1/2009	TAP A103 Draft/revise Revision of partnership and company agreements to reflect discussions with CPA and clients.	1.20 225.00/hr	270.00
	For professional services rendered	1.40	\$315.00
	Previous balance		\$810.00
2/6/2009	Payment - thank you. Check No. 1715		(\$810.00)
	Total payments and adjustments		(\$810.00)
	Balance due		\$315.00

PRINS ♦ ARNWINE
ATTORNEYS AT LAW

Federal Tax ID 74-2938820

Bill Ozer
7800 IH-10 West, Suite 800
San Antonio TX 78230

March 28, 2009

Invoice #12572

Professional Services

			<u>Hrs/Rate</u>	<u>Amount</u>
3/3/2009	TAP	A106 Communicate (with client) Telephone conference with Karen. L110	0.20 225.00/hr	NO CHARGE
	TAP	A103 Draft/revise Composition of certificate of formation for LLC.	0.30 225.00/hr	67.50
	TAP	A103 Draft/revise Composition of articles of formation for LP.	0.30 225.00/hr	67.50
3/16/2009	TAP	A103 Draft/revise Composition of will for Adrian.	0.50 225.00/hr	112.50
3/20/2009	TAP	Plan and Prepare for Meeting with clients. L110	0.50 225.00/hr	112.50
		For professional services rendered	<u>1.80</u>	<u>\$360.00</u>
		Additional Charges :		
3/4/2009	E112	Court fees Filing fee for LLC.		308.10
	E112	Court fees Filing fee for LP.		770.25
		Total costs		<u>\$1,078.35</u>

Bill Ozer

Page 2

Amount

Total amount of this bill

\$1,438.35

Previous balance

\$315.00

3/6/2009 Payment - thank you. Check No. 1733

(\$315.00)

Total payments and adjustments

(\$315.00)

Balance due

\$1,438.35

PRINS LAW FIRM

Federal Tax ID 74-2938820

Bill Ozer
7800 IH-10 West, Suite 800
San Antonio TX 78230

July 03, 2009

	<u>Amount</u>
Previous balance	\$1,438.35
Balance due	<u>\$1,438.35</u>

4940 BROADWAY, SUITE 108 / SAN ANTONIO, TEXAS 78209

210.820.0833 / FAX 210.820.0929 / WWW.PRINSLAW.COM

PRINS LAW FIRM

Federal Tax ID 74-2938820

Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78230

November 02, 2009

Invoice #12971

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
9/30/2009	TAP Plan and Prepare for Meeting with clients to discuss partnership and employment matters. L110	1.30 225.00/hr	292.50
10/5/2009	TAP Plan and Prepare for Meeting with clients. L110	1.40 225.00/hr	315.00
10/7/2009	TAP A104 Review/Analyze Review of neighbor emails regarding hunting. L110	0.20 225.00/hr	45.00
	TAP A106 Communicate (with client) Telephone conference with Bill. L110	0.10 225.00/hr	NO CHARGE
	TAP A104 Review/Analyze Review of materials from client. L110	2.30 225.00/hr	517.50
10/9/2009	TAP Plan and Prepare for Meeting with clients. L110	0.80 225.00/hr	180.00
10/14/2009	TAP A103 Draft/revise Composition of demand letter. L160	2.20 225.00/hr	495.00

4940 BROADWAY, SUITE 108 / SAN ANTONIO, TEXAS 78209

210.820.0833 / FAX 210.820.0929 / WWW.PRINSLAW.COM

Bill Ozer

Page 2

		<u>Hrs/Rate</u>	<u>Amount</u>
10/14/2009	TAP Plan and Prepare for Meeting with clients. L160	0.40 225.00/hr	90.00
10/15/2009	TAP A103 Draft/revise Revision of settlement agreement. L160	0.30 225.00/hr	67.50
10/21/2009	TAP A104 Review/Analyze Review of Gold's correspondence regarding COBRA. L110	0.10 225.00/hr	22.50
10/22/2009	TAP A106 Communicate (with client) Telephone conference with Bill. L110	0.20 225.00/hr	NO CHARGE
	TAP A103 Draft/revise Composition of correspondence to Gold. L160	0.10 225.00/hr	22.50
10/29/2009	BAL A103 Draft/revise Partnership Dispute Create Index for client documents	1.50	NO CHARGE
11/2/2009	TAP A103 Draft/revise Composition of correspondence to Gold. L160	0.10 225.00/hr	22.50
	For professional services rendered	11.00	\$2,070.00
	Previous balance		\$1,438.35
7/8/2009	Payment - thank you. Check No. 1816		(\$1,438.35)
	Total payments and adjustments		(\$1,438.35)
	Balance due		<u>\$2,070.00</u>

PRINS LAW FIRM

Federal Tax ID 74-2938820

Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78230

November 23, 2009

Invoice #12996

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
11/2/2009	NR A104 Review/Analyze Meet with TAP and review file in preparation for filing of petition with court due to lack of response to demand letter(s). L210	1.64 200.00/hr	NO CHARGE
11/5/2009	NR A103 Draft/revise Initial draft of Plaintiff's Original Petition L210	4.85 200.00/hr	NO CHARGE
	NR A103 Draft/revise Lexis research on availability of DTPA as alternative to statutory fraud + continued drafting of POP. L210	2.33 200.00/hr	466.00
11/6/2009	NR A103 Draft/revise Continue Plaintiff's Original Petition L210	1.85 200.00/hr	NO CHARGE
11/9/2009	TAP A103 Draft/revise Review of corporate filings and revision to original petition. L210	2.10 225.00/hr	472.50
	TAP Plan and Prepare for Meeting with clients. L210	1.50 225.00/hr	337.50
	TAP A107 Communicate (other outside counsel) Telephone conference with Gay. L110	0.30 225.00/hr	67.50

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Bill Ozer

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			<u>Hrs/Rate</u>	<u>Amount</u>
11/9/2009	NR	Plan and Prepare for Meeting with clients. L210	1.50 200.00/hr	300.00
	NR	A103 Draft/revise Revise petition consistent with client changes and Todd's call with opposing counsel. Add elements and citations for causes of action. L210	2.02 200.00/hr	404.00
	NR	A103 Draft/revise Add requests for disclosure to POP. Create 2nd Amended Pet reflecting DTPA claims. Compose DPTA demand letter. L210	0.99 200.00/hr	198.00
	TAP	A104 Review/Analyze Review of correspondence from opposing counsel. L160	0.40 225.00/hr	90.00
	LW	A102 Research Find service address for Defendants REOC and Todd Gold	0.21 100.00/hr	NO CHARGE
11/10/2009	BAL	A103 Draft/revise Update Index for Ozer v Gold	0.10 100.00/hr	NO CHARGE
	TAP	Plan and Prepare for Meeting with clients. L210	1.50 225.00/hr	337.50
	NR	Plan and Prepare for Meeting with clients. L210	1.50 200.00/hr	300.00
11/11/2009	TAP	A103 Draft/revise Composition of correspondence to Gueringer. L160	0.30 225.00/hr	67.50
	NR	A103 Draft/revise Reconcile POP and Amended Pet and prep for filing. Review email from client and discuss w/TAP. L210	1.15 200.00/hr	NO CHARGE
11/12/2009	NR	A106 Communicate (with client) Call with Karen Ozer re: her call with water provider. She will travel to Seguin today to copy documents. Briefed TAP on the call and will wait to file pet until after Ms. Ozer's document review is complete. L110	0.68 200.00/hr	NO CHARGE
	NR	A106 Communicate (with client) Spoke w/ Bill Ozer. Wants to proceed with filing pet. asap. Will file tomorrow if we don't hear from him otherwise before then. L210	0.26 200.00/hr	NO CHARGE

Bill Ozer

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			<u>Hrs/Rate</u>	<u>Amount</u>
11/12/2009	NR	A106 Communicate (with client) Calls will Bill Ozer about petition. Talk to TAP about calls with OC. Revise and prepare petition for filing and give to TRT to file. L110	2.95 200.00/hr	NO CHARGE
11/13/2009	NR	A106 Communicate (with client) Spoke w/ Bill Ozer. They've completed their task and have cleared us to file today. Reviewed POP with TAP and gave to TRT for filing. L210	0.87 200.00/hr	NO CHARGE
	TAP	A107 Communicate (other outside counsel) Telephone conference with opposing counsel. L160	0.20 225.00/hr	45.00
	TAP	A103 Draft/revise Revision of petition. L210	0.50 225.00/hr	112.50
11/15/2009	TAP	A104 Review/Analyze Review of correspondence from opposing counsel. L160	0.20 225.00/hr	45.00
	TAP	A103 Draft/revise Email to client. L160	0.10 225.00/hr	NO CHARGE
11/16/2009	NR	A106 Communicate (with client) Review email from Ozer (and OC) and discuss w/Todd. He will call OC today prior to filing.	0.20 200.00/hr	NO CHARGE
	NR	A104 Review/Analyze Final review of POP before filing. L210	0.20 200.00/hr	NO CHARGE
	PRT	A111 Other Prepare Ozer vs. Gold original petition/request for disclosure/jury demand for filing and citation preparation with Bexar District Clerk. Contact private process server to pick up five (5) citations for service upon defendants.	0.61 100.00/hr	NO CHARGE
11/17/2009	TAP	A107 Communicate (other outside counsel) Telephone conference with opposing counsel. L210	0.30 225.00/hr	67.50
	PRT	A111 Other Contact Pronto Process informing them that we have five citations being prepared at District Clerk's office and should be ready for pickup this week for service upon defendants.	0.20 100.00/hr	NO CHARGE

Bill Ozer

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		<u>Hrs/Rate</u>	<u>Amount</u>
11/19/2009	NR A103 Draft/revise Draft Lis Pendens. Meet with clients. Review documents.	1.46 200.00/hr	292.00
	TAP Plan and Prepare for Meeting with clients. L110	1.00 225.00/hr	225.00
	PRT A111 Other Communicate with process server regarding service status upon five defendants, calendar deadlines for defendants to file answer and respond to RFD.	0.21 100.00/hr	NO CHARGE
	For professional services rendered	34.18	\$3,827.50
	Additional Charges :		
11/16/2009	E112 Court fees Filing of new petition \$237, \$30 jury demand, \$40 for five citations.		307.00
11/19/2009	E112 Court fees Pronto Process Citation directed to 633-4S served on 11/18/09.		30.00
	E112 Court fees Pronto Process citation directed to LL & R Cornerstone served on 11/18/09.		30.00
	E112 Court fees Pronto Process citation directed to Todd Gold served on 11/18/09.		30.00
	E112 Court fees Pronto Process citation directed to Two Seventy Seven served on 11/18/09.		30.00
	E112 Court fees Pronto Process citation directed to REOC Partners Ltd served on 11/18/09.		60.00
	Total costs		\$487.00
	Total amount of this bill		\$4,314.50
	Previous balance		\$2,070.00
11/3/2009	Payment - thank you. Check No. 1883		(\$2,070.00)
	Total payments and adjustments		(\$2,070.00)
	Balance due		\$4,314.50

PRINS LAW FIRM

Federal Tax ID 74-2938820

Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78230

December 31, 2009

Invoice #13221

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
11/25/2009	TAP Plan and Prepare for Meeting with clients. L110	0.50 225.00/hr	112.50
11/27/2009	TAP A104 Review/Analyze Review of correspondence from counsel for the Plaintiff regarding the pleadings. L210	0.40 225.00/hr	90.00
11/30/2009	TAP A104 Review/Analyze Review of correspondence from opposing counsel. L110	0.40 225.00/hr	90.00
	TAP A103 Draft/revise Composition of correspondence to counsel for the opposing parties. L210	0.10 225.00/hr	22.50
	NR A102 Research Review letter from Guerringer and discuss w/TAP. Review file to find legal descriptions of properties for previously-composed Lis Pendens. Updated each with proper county and exhibits and tendered to TAP for filing. Began initial review of employment summary provided by client. L110	1.06 200.00/hr	NO CHARGE
	LW A108 Communicat (other external) Contact Comal County Clerk regarding Lis Pendens	0.21 100.00/hr	NO CHARGE

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Bill Ozer

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			<u>Hrs/Rate</u>	<u>Amount</u>
12/1/2009	TAP	A107 Communicate (other outside counsel) Telephone conference with opposing counsel. L110	0.40 225.00/hr	90.00
	TAP	A104 Review/Analyze Review of correspondence from opposing counsel. L110	0.40 225.00/hr	90.00
12/4/2009	TAP	A104 Review/Analyze Review of Gold's correspondence regarding sale of Ozer's interest. L110	0.30 225.00/hr	67.50
12/7/2009	NR	A106 Communicate (with client) Discussed WCID on 277 with Bill Ozer. Spoke with Todd and scheduled meeting for 8am tomorrow to discuss in more detail how the other properties plan to take advantage of the WCID and what can be done with regard to annexation. L210	0.33 200.00/hr	NO CHARGE
	NR	A102 Research WCID Research L310	0.20 200.00/hr	NO CHARGE
12/8/2009	TAP	A104 Review/Analyze Review of 633 report. L110	1.40 225.00/hr	315.00
	NR	A106 Communicate (with client) Meeting with Todd Prins and clients regarding WCID annexation. L110	0.75 200.00/hr	NO CHARGE
	TAP	Plan and Prepare for Meeting with clients. L110	0.80 225.00/hr	180.00
	NR	A102 Research Review DJL ventures report and portions of the REOC 633 report. L110	1.63 200.00/hr	NO CHARGE
12/9/2009	NR	A102 Research Lexis research on WCID and MUD establishment procedures in preparation for written discovery. Research on TCEQ site on same topic. Review of cases and law journals regarding interplay between land owners, legislature, and MUD/WCID entities. Review of materials provided by client on same topic. L310	3.75 200.00/hr	NO CHARGE
12/10/2009	NR	A103 Draft/revise Draft Requests for Production L310	3.43 200.00/hr	686.00

Bill Ozer

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			<u>Hrs/Rate</u>	<u>Amount</u>
12/11/2009	TAP	A103 Draft/revise Draft of email to opposing counsel. L110	0.10 225.00/hr	22.50
	NR	A103 Draft/revise Continue draft Requests for Production L310	2.43 200.00/hr	486.00
	BAL	A111 Other Scan in REOC documents for Nathan Roach.	0.52 100.00/hr	NO CHARGE
12/14/2009	NR	A103 Draft/revise Revise Requests for Production and submit to TAP for review before serving upon opposing counsel. L310	1.00 200.00/hr	200.00
	NR	A103 Draft/revise Prepare subpoenas for Lennar, Benchmark, Robinson, Teague, Kelly, and Linerger. L310	1.26 200.00/hr	252.00
12/15/2009	BAL	A103 Draft/revise Update index for Ozer v Gold file.	0.50 100.00/hr	NO CHARGE
12/17/2009	TAP	A104 Review/Analyze Review of September financials. L110	0.50 225.00/hr	112.50
12/22/2009	TAP	A107 Communicate (other outside counsel) Telephone conference with opposing counsel. L110	0.20 225.00/hr	45.00
	TAP	A104 Review/Analyze Review of correspondence from opposing counsel. L110	0.20 225.00/hr	45.00
	TAP	A104 Review/Analyze Review of correspondence from REOC. L110	0.20 225.00/hr	45.00
	NR	A104 Review/Analyze Review letter from opposing counsel regarding protected deals. L110	0.22 200.00/hr	NO CHARGE
12/29/2009	TAP	Plan and Prepare for Meeting with clients. L110	0.80 225.00/hr	180.00
	NR	A106 Communicate (with client) Meeting with Ozers and Todd re: status and written discovery. L310	1.00 200.00/hr	200.00

Bill Ozer

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	<u>Hours</u>	<u>Amount</u>
For professional services rendered	24.99	\$3,331.50
Additional Charges :		
11/30/2009 E112 Court fees Recording fee for two Lis Pendens in Ozer v. Gold case paid to Comal County Clerk		72.00
12/4/2009 E107 Delivery Service/messengers Private delivery service fee for delivery of Lis Pendens to Comal County Clerk.		9.91
12/22/2009 E107 Delivery Service/messengers Dependable Express delivery for filing of Original Petition in Ozer v. Gold		27.38
Total costs		<u>\$109.29</u>
Total amount of this bill		<u>\$3,440.79</u>
Previous balance		\$4,314.50
11/25/2009 Payment - thank you. Check No. 1898		<u>(\$4,314.50)</u>
Total payments and adjustments		<u>(\$4,314.50)</u>
Balance due		<u><u>\$3,440.79</u></u>

PRINS LAW FIRM

Federal Tax ID 74-2938820

Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78230

February 02, 2010

In Reference To: Client # 0447

Invoice #13345

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
12/31/2009 NR	A103 Draft/revise Revise subpoenas and discovery requests. L310	1.34 200.00/hr	268.00
1/4/2010 EJP	A103 Draft/revise Draft correspondence to opposing counsel requesting payment of lease commissions. L110	0.10 200.00/hr	20.00
1/5/2010 BAL	A108 Communicat (other external) Mail and fax letter from Mr. Prins to Ms. Gueringer regarding lease commissions.	0.20 100.00/hr	20.00
1/18/2010 TAP	A103 Draft/revise Drafting of Amended petition. L210	0.90 225.00/hr	202.50
1/19/2010 TAP	A103 Draft/revise Drafting of Amended petition. L210	0.90 225.00/hr	202.50
EJP	A103 Draft/revise Draft Plaintiff's Amended Original Petition. L210	0.90 200.00/hr	180.00
EJP	A102 Research Conduct research regarding implied employment contracts.	0.60 200.00/hr	120.00

Bill Ozer

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		<u>Hrs/Rate</u>	<u>Amount</u>
1/20/2010	TAP A103 Draft/revise Drafting of Amended petition. L210	1.60 225.00/hr	360.00
	EJP A103 Draft/revise Drafting of Amended petition. L210	1.60 200.00/hr	320.00
1/21/2010	TAP Plan and Prepare for Meeting with clients regarding new venture. L110	0.40 225.00/hr	NO CHARGE
1/24/2010	TAP A107 Communicate (other outside counsel) Review of email from opposing counsel. L110	0.10 225.00/hr	22.50
	TAP A103 Draft/revise Email to opposing counsel. L110	0.10 225.00/hr	22.50
	TAP A107 Communicate (other outside counsel) Telephone conference with opposing counsel. L110	0.30 225.00/hr	67.50
1/27/2010	TAP A104 Review/Analyze Review of email from client. L110	0.20 225.00/hr	45.00
1/28/2010	TAP A104 Review/Analyze Review of request for release of Lis Pendens. L110	0.40 225.00/hr	90.00
1/29/2010	TAP A104 Review/Analyze Review of email from opposing counsel for principals of partnership regarding Lis Pendens. L110	0.10 225.00/hr	22.50
1/30/2010	TAP A104 Review/Analyze Review of email from opposing counsel. L110	0.10 225.00/hr	22.50
1/31/2010	TAP A104 Review/Analyze Review of email from Bill. L110	0.10 225.00/hr	NO CHARGE
	TAP A103 Draft/revise Composition of email to Bill. L110	0.10 225.00/hr	NO CHARGE

Bill Ozer

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	<u>Hrs/Rate</u>	<u>Amount</u>
2/1/2010 BAL Plan and Prepare for Separate Litigation Documents into Documents from Client and Correspondence folders for Ozer v. Gold case.	0.70 100.00/hr	70.00
For professional services rendered	10.74	\$2,055.50
Previous balance		\$3,440.79
1/8/2010 Payment - thank you. Check No. 1923		(\$3,440.79)
Total payments and adjustments		(\$3,440.79)
Balance due		<u>\$2,055.50</u>

PRINS LAW FIRM

Federal Tax ID 74-2938820

Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78230

March 03, 2010

In Reference To: Client #0447
General File

Invoice #13481

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
2/3/2010	TAP A108 Communicat (other external) Telephone conference with Bond Counsel. L110	0.20 225.00/hr	45.00
	TAP A104 Review/Analyze Review of correspondence from opposing counsel regarding subpoenas. L110	0.20 225.00/hr	45.00
	TAP A106 Communicate (with client) Telephone conference with Bill. L110	0.20 225.00/hr	NO CHARGE
	TAP A107 Communicate (other outside counsel) Telephone conference with opposing counsel. L110	0.10 225.00/hr	22.50
	BAL A107 Communicate (other outside counsel) Send Ms. Gueringer Rule 11 Agreement signed by Mr. Prins via fax.	0.06 100.00/hr	6.00
2/8/2010	TAP A104 Review/Analyze Review of cash call for 277. L110	0.20 225.00/hr	45.00
2/13/2010	TAP A104 Review/Analyze Review of email from opposing counsel. L110	0.10 225.00/hr	22.50

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Bill Ozer

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		<u>Hrs/Rate</u>	<u>Amount</u>
2/13/2010	TAP A103 Draft/revise Email to opposing counsel. L110	0.10 225.00/hr	22.50
2/14/2010	TAP A103 Draft/revise Email to client. L110	0.10 225.00/hr	NO CHARGE
2/15/2010	TAP A104 Review/Analyze Review of email from opposing counsel. L110	0.10 225.00/hr	22.50
	TAP A104 Review/Analyze Review of email from client. L110	0.10 225.00/hr	NO CHARGE
	TAP A104 Review/Analyze Review of email from client. L110	0.10 225.00/hr	NO CHARGE
2/16/2010	TAP A103 Draft/revise Email to client. L110	0.10 225.00/hr	NO CHARGE
	BAL A111 Other Notarize Plaintiff's Consent documents for Bill Ozer, have them sent via courier to Gay Gueringer.	0.10 100.00/hr	NO CHARGE
	BAL A108 Communicat (other external) Send Plaintiff's Request for Production and Things to Ms. Gueringer via regular mail.	0.10 100.00/hr	NO CHARGE
2/17/2010	TAP A104 Review/Analyze Review of answers and defenses filed. L210	0.40 225.00/hr	90.00
2/18/2010	TAP A104 Review/Analyze Review of Motion to Quash. L310	0.40 225.00/hr	90.00
	BAL A103 Draft/revise Update discovery log for Ozer v. Gold.	0.15 100.00/hr	15.00
	NR A107 Communicate (other outside counsel) Review motion to quash and application for protective order. Contact Rene Diaz, attorney for DJL about motion to quash. Agreed to fax them a copy of the petition for review and provide a seven day extension on producing documents. L320	0.53 200.00/hr	106.00

Bill Ozer

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		<u>Hrs/Rate</u>	<u>Amount</u>
2/23/2010	NR A104 Review/Analyze Review Gueringer's Motion to Quash and email Todd with recommendations. Research law pertaining to their objections for inclusion in a motion to compel. L310	0.91 200.00/hr	182.00
	NR A103 Draft/revise Continue research and draft shell for Motion to Compel re: Gueringer and DJL Motions to Quash, and accompanying Order and Fiat. L310	0.83 200.00/hr	166.00
	TAP A104 Review/Analyze Review of Defendant's objections to our discovery. L310	0.70 225.00/hr	157.50
2/24/2010	TAP Plan and Prepare for Meeting with client. L110	0.90 225.00/hr	202.50
	LW A108 Communicat (other external) Ozer v. Gold - communicate with Judicial Services regarding subpoenas for records	0.10 100.00/hr	10.00
	For professional services rendered	6.78	\$1,250.00
	Additional Charges :		
2/18/2010	E107 Delivery Service/messengers Dependable Express fee for filing of First Amended Petition, Ozer v. Gold		35.60
	E107 Delivery Service/messengers Dependable Express delivery fee for filing Rule 11		24.98
	Total costs		<u>\$60.58</u>
	Total amount of this bill		<u>\$1,310.58</u>
	Previous balance		\$2,055.50
2/10/2010	Payment - thank you. Check No. 1944		<u>(\$2,055.50)</u>
	Total payments and adjustments		<u>(\$2,055.50)</u>
	Balance due		<u><u>\$1,310.58</u></u>

PRINS LAW FIRM

Federal Tax ID 74-2938820

Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78230

April 01, 2010

In Reference To: Client #0447
General File

Invoice #13610

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
3/3/2010	LW A108 Communicat (other external) Ozer v. Gold - Contact Judicial Records Service for status update on depositions by written questions, forward information to office	0.21 100.00/hr	21.00
	TAP A104 Review/Analyze Review of subpoena information from Judicial Services. L310	0.30 225.00/hr	67.50
	LW A103 Draft/revise Ozer v. Gold - Draft Responses to Requests for Disclosure	0.41 100.00/hr	41.00
3/8/2010	TAP A104 Review/Analyze Review of emails from client. L110	0.30 225.00/hr	NO CHARGE
3/9/2010	TAP A104 Review/Analyze Review of email from client. L110	0.10 225.00/hr	NO CHARGE
	TAP A103 Draft/revise Composition of correspondence to opposing counsel. L110	0.40 225.00/hr	90.00
	BAL A108 Communicat (other external) Send letter regarding outstanding commissions to Ms. Gueringer via fax and Mr. Ozer via Email.	0.07 100.00/hr	7.00
	TAP A106 Communicate (with client) Telephone conference with client. L110	0.10 225.00/hr	NO CHARGE

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Bill Ozer

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		<u>Hrs/Rate</u>	<u>Amount</u>
3/9/2010	EJP A102 Research Conduct research regarding filing of lien for commissions. L210	0.60 200.00/hr	120.00
	EJP A103 Draft/revise Begin drafting notice of claim of lien for lien on Castle Forest. L210	0.50 200.00/hr	100.00
3/10/2010	EJP A103 Draft/revise Continue drafting notice of Broker's claim of lien sought to be charged on Castle Forest. L210	1.00 200.00/hr	200.00
	EJP A103 Draft/revise Draft notice of Broker's claim of lien sought to be charged against Pet, Bath and Beyond. L210	1.20 200.00/hr	240.00
	EJP A103 Draft/revise Draft email correspondence to clients requesting information needed for filing of Broker's liens. L110	0.20 200.00/hr	40.00
3/11/2010	EJP A106 Communicate (with client) Telephone conference with client regarding broker's liens (2 calls). L110	0.30 200.00/hr	NO CHARGE
	EJP A103 Draft/revise Edit and revise notice of lien for commission on Pet, Bath and Beyond lease. L210	0.40 200.00/hr	80.00
	EJP A103 Draft/revise Draft notice of lien for commission on Black Fox Beauty lease. L210	0.90 200.00/hr	180.00
	EJP A104 Review/Analyze Receipt and review Black Fox Beauty lease commission invoice and W9 form. L110	0.10 200.00/hr	20.00
3/12/2010	TAP A103 Draft/revise Composition of disclosure responses. L310	0.70 225.00/hr	157.50
	LW A103 Draft/revise Edit Responses to Requests for Disclosure L310	0.40 100.00/hr	40.00

Bill Ozer

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		<u>Hrs/Rate</u>	<u>Amount</u>
3/15/2010	EJP A106 Communicate (with client) Meet with client to discuss lien on National Retail Properties, LP. L210	0.30 200.00/hr	60.00
3/16/2010	BAL A103 Draft/revise Contact Nueces County Clerk for recording details. Send Notice of Claim of Lien to Nueces County Clerk with cover letter for recording.	0.10 100.00/hr	10.00
3/18/2010	LW A106 Communicate (with client) Ozer v. Gold - communicate with client and opposing to coordinate deposition dates	0.10 100.00/hr	10.00
3/19/2010	TAP A104 Review/Analyze Review of amended deposition notice. L330	0.10 225.00/hr	22.50
3/22/2010	BAL A108 Communicat (other external) Forward Filing Notice from Comptroller to Karen Ozer via regular mail.	0.05 100.00/hr	NO CHARGE
	For professional services rendered	8.84	\$1,506.50
	Additional Charges :		
3/3/2010	E124 Other Judicial Services Record Company invoice for copy of Legals and Records and a sealed copy for Legals and Records for Court.		95.00
3/16/2010	E112 Court fees Nueces County Clerk recording fee for REOC (5626 S. Padre Island Drive).		35.00
3/17/2010	E107 Delivery Service/messengers Dependable Express delivery fee to Gueringer of discovery		14.68
	E107 Delivery Service/messengers Ozer v. Gold - Notice of Claim of Lien sent to Bexar (not filed)		20.80
	Total costs		\$165.48
	Total amount of this bill		\$1,671.98
	Previous balance		\$1,310.58
3/9/2010	Payment - thank you. Check No. 1959		(\$1,310.58)
	Total payments and adjustments		(\$1,310.58)
	Balance due		\$1,671.98

PRINS LAW FIRM

Federal Tax ID 74-2938820

Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78230

May 05, 2010

In Reference To: Client #0447
General File

Invoice #13758

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
4/2/2010	TAP Plan and Prepare for Meeting with client. L110	0.50 225.00/hr	112.50
4/8/2010	BAL Plan and Prepare for Create a Litigation Documents #2 folder for Ozer v. Gold.	0.05 100.00/hr	NO CHARGE
4/13/2010	BAL A103 Draft/revise Create an index for Ozer v. Gold litigation documents.	1.75 100.00/hr	NO CHARGE
4/15/2010	BAL A103 Draft/revise Update Ozer v. Gold discovery log	0.08 100.00/hr	NO CHARGE
	TAP Plan and Prepare for Meeting with client. L330	1.00 225.00/hr	225.00
	TAP A104 Review/Analyze Review of protective order. L310	0.40 225.00/hr	90.00
	BAL A107 Communicate (other outside counsel) Send Protective Order signed by Mr. Prins to Ms. Gueringer via fax.	0.05 100.00/hr	NO CHARGE
4/16/2010	TAP A109 Appear for/attend Presented Bill for deposition. L330	8.00 225.00/hr	1,800.00
4/21/2010	BAL A108 Communicat (other external) Send letter from Clay Chrisman to Ms. Diaz and Ms. Dorman regarding hearing date for their clients DJL Ventures and Allen	0.04 100.00/hr	4.00

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Bill Ozer

Page 2

		<u>Hrs/Rate</u>	<u>Amount</u>
	Boone Humphries Robinson via fax.		
4/21/2010	BAL A108 Communicat (other external) Send letter from Clay Chrisman to Ms. Gueringer agreeable dates for copying of all documents referenced in responses to Request for Production.	0.04 100.00/hr	4.00
	CC A103 Draft/revise Drafted Letters to opposing counsel regarding hearing dates and dates to inspect and copy documents offered as responsive to requests for production.	0.40 200.00/hr	80.00
	CC A103 Draft/revise Drafted FIAT for hearing next week.	0.17 200.00/hr	34.00
4/22/2010	CC A103 Draft/revise Reviewed file and drafted subpoena information for Judicial Records Services for Amegy and IBC.	0.70 200.00/hr	140.00
4/28/2010	CC A102 Research Research on payment of production fees vs attorneys rates for non-party production.	0.33 200.00/hr	66.00
	CC A104 Review/Analyze Case review on production of documents by non-party.	0.20 200.00/hr	40.00
5/4/2010	TAP A104 Review/Analyze Review of deposition with Bill. L330	0.40 225.00/hr	90.00
	BAL A111 Other Upload DEFS000001-037136 from CD produced by Richie & Gueringer.	0.39 100.00/hr	38.00
	NR A104 Review/Analyze OCR and generate search index for documents 1 to 1,552. L320	3.27 100.00/hr	327.00
	BAL A103 Draft/revise Update index for Ozer v. Gold litigation documents.	0.20 100.00/hr	20.00
	LW Plan and Prepare for Ozer v. Gold - Index production responses from opposing	2.40 100.00/hr	240.00
	NR A104 Review/Analyze Review, index, and annotate production documents from Defendants in Bates range 1,553 to approximately 1,970. L320	3.50 200.00/hr	700.00

Bill Ozer

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	<u>Hrs/Rate</u>	<u>Amount</u>
5/5/2010 NR A104 Review/Analyze Review, index, and annotate production documents from Defendants in Bates range 1 to 514. L320	0.86 200.00/hr	172.00
For professional services rendered	24.73	\$4,182.50
Additional Charges :		
5/4/2010 E102 Outside Printing Copy Concierge invoice for copying documents produced by Richie & Gueringer labeled DEFS000001-037136.		9,072.82
Total costs		<u>\$9,072.82</u>
Total amount of this bill		<u>\$13,255.32</u>
Previous balance		\$1,671.98
4/8/2010 Payment - thank you. Check No. 1974		<u>(\$1,671.98)</u>
Total payments and adjustments		<u>(\$1,671.98)</u>
Balance due		<u><u>\$13,255.32</u></u>

PRINS LAW FIRM

Federal Tax ID 74-2938820

Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78230

June 08, 2010

In Reference To: Client #0447
General File

Invoice #13859

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
5/6/2010 NR	A104 Review/Analyze Review May 06 Ltr from Gueringer to Judicial Services. Discuss recommendations with Todd. L320	0.28 200.00/hr	56.00
PRT	A104 Review/Analyze Review Bill Ozer's deposition to ensure he caught all TAP notes to include with correction sheet for court reporter.	0.11 100.00/hr	11.00
NR	A108 Communicat (other external) Call w/ Thomas Parker at Judicial Records re: Gueringer's requests. L310	0.18 200.00/hr	36.00
NR	A108 Communicat (other external) Talk with the Ozers about the documents produced and their morning in-office review of production subset. Review afternoon finds with the Ozers and Todd, particularly certain email correspondence. L310	0.30 200.00/hr	NO CHARGE
LW	A107 Communicate (other outside counsel) Ozer v. Gold - Draft letter to opposing for enclosure with Acknowledgment of Protective Order	0.10 100.00/hr	10.00
BAL	A107 Communicate (other outside counsel) Send Acknowledgement of Understanding relating to the Protective Order signed by Mr. Ozer to Ms. Gueringer via regular mail.	0.04 100.00/hr	NO CHARGE
NR	A104 Review/Analyze Initial review of Gueringer's motion to quash discovery. She is correct on the 20/24 day notice issue, but the rest of her objections	0.35 200.00/hr	70.00

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Bill Ozer

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		<u>Hrs/Rate</u>	<u>Amount</u>
	appear to be without a solid basis. I do not think Clay specified to Judicial Records what time frame was required and they probably used the typical 20 day period. Emailed Todd and will recommend to him that we re-notice the discovery or get a Rule 11 extending time by four days. No fiat yet, so technically discovery may proceed unless or until she sets the motion for hearing. L320		
5/7/2010 NR	A104 Review/Analyze Continue review of Gueringer's motion to quash discovery. Review our requests as formed by Judicial Records and recommend to Todd that Judicial Records re-notice. Called Thomas Parker and requested that they re-submit subpoenas L320	0.34 200.00/hr	NO CHARGE
NR	A104 Review/Analyze Review Gueringer's "bad faith" screed and send Todd email with evaluation. L320	0.27 200.00/hr	NO CHARGE
TAP	A104 Review/Analyze Review of correspondence from Gay. L110	0.10 225.00/hr	22.50
5/14/2010 BAL	A104 Review/Analyze Check all CDs containing defendant's production to see if all material is there for Leah Wolf.	0.13 100.00/hr	NO CHARGE
5/17/2010 BAL	A106 Communicate (with client) Send Reciprocal Non-Circumvention/Non-Disclosure Agreement regarding ESI to Mr. Ozer via email.	0.05 100.00/hr	NO CHARGE
5/20/2010 TAP	Plan and Prepare for Meeting with clients. L110	1.00 225.00/hr	225.00
5/25/2010 BAL	A103 Draft/revise Update index for Ozer v. Gold.	0.35 100.00/hr	NO CHARGE
5/26/2010 BAL	A111 Other Rename documents scanned in by Olga and move into "Documents Picked by Ozers from Documents Received from Opposing" folder.	0.71 100.00/hr	NO CHARGE
OD	Plan and Prepare for Gold. Scanning docs picked by Ozers from docs rec'd from Opposing.	1.17 100.00/hr	117.00
NR	A104 Review/Analyze Review correspondence from the Ozers with notes on discovery review. L320	0.29 200.00/hr	58.00

		Page	3
Bill Ozer			
		<u>Hrs/Rate</u>	<u>Amount</u>
5/27/2010 TAP A104 Review/Analyze Review documents pulled by clients. L110		1.20	270.00
		225.00/hr	
		<u>6.97</u>	<u>\$875.50</u>
For professional services rendered			
Additional Charges :			
			532.85
5/6/2010 E115 Deposition transcripts Coshal Reporting invoice for copy of the Deposition of William Ozer.			
Total costs			<u>\$532.85</u>
Total amount of this bill			\$1,408.35
Previous balance			\$13,255.32
5/10/2010 Payment - thank you. Check No. 1992			<u>(\$13,255.32)</u>
Total payments and adjustments			<u>(\$13,255.32)</u>
Balance due			<u><u>\$1,408.35</u></u>

PRINS LAW FIRM

Federal Tax ID 74-2938820

Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78231

June 09, 2010

In Reference To: Client #0447-007
RCS Brokerage LLC

Invoice #13874

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
5/24/2010 LW Plan and Prepare for Check name availability for RCS Brokerage with Secretary of State	0.10 100.00/hr	10.00
EJP Plan and Prepare for Register RCS Brokerage, LLC with Secretary of State	0.40 200.00/hr	80.00
	<u>0.50</u>	<u>\$90.00</u>
For professional services rendered		
Additional Charges :		308.10
5/25/2010 E124 Other Office of the Secretary of State invoice for RCS Brokerage, LLC Certificate of Formation.		<u>\$308.10</u>
Total costs		<u>\$398.10</u>
Total amount of this bill		<u>\$398.10</u>
Balance due		<u><u>\$398.10</u></u>

PRINS LAW FIRM

Federal Tax ID 74-2938820

Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78231

July 01, 2010

In Reference To: Client #0447-007
RCS Brokerage LLC

Invoice #13925

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
6/9/2010	EJP A103 Draft/revise Draft Company Agreement. L110	0.80 200.00/hr	160.00
	EJP A104 Review/Analyze Study and review documents of Secretary of State for purposes of drafting Company Agreement. L110	0.10 200.00/hr	20.00
	EJP A106 Communicate (with client) Draft email correspondence to client regarding membership of RCS brokerage, LLC for purposes of preparing company agreement. L110	0.10 200.00/hr	20.00
	EJP A106 Communicate (with client) Receipt and review email correspondence from client in regard to membership of RCS Brokerage, LLC. L110	0.10 200.00/hr	20.00
	EJP A106 Communicate (with client) Draft email correspondence to client regarding company agreement and attaching same for his review and execution. L110	0.10 200.00/hr	20.00
	For professional services rendered	1.20	\$240.00
	Previous balance		\$398.10
6/15/2010	Payment - thank you. Check No. 2009		(\$398.10)

Bill Ozer

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Amount

Total payments and adjustments

(\$398.10)

Balance due

\$240.00

PRINS LAW FIRM

Federal Tax ID 74-2938820

Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78230

September 02, 2010

In Reference To: Client #0447
General File

Invoice #14179

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
7/7/2010	EJP A104 Review/Analyze Study and review records filed with Nueces County clerk regarding property owned by National Retailers, LP for purposes of drafting release of lien. L110	0.40 200.00/hr	NO CHARGE
	EJP A103 Draft/revise Draft release of lien on Black Fox Beauty property located in Nueces County. L240	0.70 200.00/hr	140.00
8/9/2010	TAP Plan and Prepare for Meeting with clients to prepare for Gold deposition. L330	0.80 225.00/hr	180.00
8/11/2010	TAP Plan and Prepare for Meeting with clients. L330	1.50 225.00/hr	337.50
8/13/2010	PRT A103 Draft/revise Draft deposition notice of Todd Gold, fax to opposing, and schedule court reporter.	0.40 100.00/hr	40.00
8/18/2010	TAP Plan and Prepare for Meeting with clients. L110	0.50 225.00/hr	112.50
	CV Plan and Prepare for Meeting with clients. L110	0.50 200.00/hr	NO CHARGE

Bill Ozer

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		<u>Hrs/Rate</u>	<u>Amount</u>
8/18/2010	BAL Plan and Prepare for Create a folder for Ozer v. Gold - Todd Gold Deposition.	0.07 100.00/hr	NO CHARGE
8/25/2010	BAL A103 Draft/revise Organize all documents from Defendant's Production for 2009 in date order. Create an index.	2.53 100.00/hr	NO CHARGE
	OD Plan and Prepare for Gold at al. Defendant's Production Index 2006-2008.	1.28 100.00/hr	NO CHARGE
8/26/2010	BAL A103 Draft/revise Organize all documents from Defendant's Production for 2009 in date order. Create an index. (Continued)	2.45 100.00/hr	NO CHARGE
	OD Plan and Prepare for Continued. Gold at al. Defendant's Production Index 2006-2008.	1.90 100.00/hr	NO CHARGE
	TAP A106 Communicate (with client) Telephone conference with client. L110	0.20 225.00/hr	NO CHARGE
	PRT Plan and Prepare for Prepare index of documents/emails in detail by date, description, and bate for use at Gold's deposition.	6.00 100.00/hr	NO CHARGE
8/27/2010	BAL Plan and Prepare for Create labels for dividers in Gold deposition folder.	0.09 100.00/hr	NO CHARGE
8/28/2010	TAP A104 Review/Analyze Review of REOC's response to mandamus. L520	1.20 225.00/hr	270.00
8/30/2010	BAL Plan and Prepare for Create a cover letter to Bexar County Clerk to record the Notice of Claim of Lien, schedule courier service to deliver to Bexar County for recording.	0.12 100.00/hr	NO CHARGE
	BAL A111 Other Scan and save documents bate labeled DEFS037142 - DEFS037356 received from Ms. Gueringer 8.30.10. Update Ozer v. Gold discovery log.	0.38 100.00/hr	NO CHARGE
	NR A104 Review/Analyze Review Gueringer's Response to Mandamus. Discuss with Travis and compare with his research on In Re Ford cites. L510	1.42 200.00/hr	NO CHARGE
	CV Plan and Prepare for Read depo questions sent from client; read notes in file; prepared notebook for client meeting	0.34 200.00/hr	68.00

Bill Ozer

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			<u>Hrs/Rate</u>	<u>Amount</u>
8/30/2010	TMP	A104 Review/Analyze Read and researched cases cited in response to pet. for mandamus to distinguish for our reply.	1.50 200.00/hr	NO CHARGE
	TMP	A103 Draft/revise Drafting of reply paragraphs to Mandamus response.	1.20 200.00/hr	240.00
8/31/2010	BAL	Plan and Prepare for Create a new folder for Ozer v. Gold litigation documents and a folder for Mandamus documents.	0.14 100.00/hr	NO CHARGE
	CV	Plan and Prepare for Plan & Prepare for deposition	0.42 200.00/hr	84.00
	TAP	Plan and Prepare for Meeting with clients to prepare for Gold deposition. L330	0.80 225.00/hr	180.00
	TAP	Plan and Prepare for Prepared for tomorrow's deposition of Gold. L330	2.60 225.00/hr	585.00
9/1/2010	BAL	Plan and Prepare for Make copies of all documents for Todd Prins to take to Todd Gold Deposition.	2.70 100.00/hr	NO CHARGE
	BAL	A111 Other Draft a cover letter for Bexar County District Clerk to file Karen Ozer's Original Petition in Intervention, schedule courier service to deliver to Bexar County.	0.14 100.00/hr	NO CHARGE
	OD	Plan and Prepare for Gold at al. Reorganizing production documents for Ozer's deposition.	2.25 100.00/hr	NO CHARGE
	TAP	A109 Appear for/attend Took the deposition of Gold. L330	3.50 225.00/hr	787.50
	CV	A103 Draft/revise Drafted a letter to Gay Gueringer (attorney for Todd Gold) requesting that she produce a copy of the contract for purchase and sale of 633-4S GP, LLC as promised in today's deposition (Todd Gold said he had a copy of the contract).	0.70 200.00/hr	140.00
	TMP	A102 Research In re: Gold Depo 9.1.10. Researched discovery responses to pull and print copies of Lennar and Mustang 51 (Benchmark) Contracts and other documents of interest.	1.50 200.00/hr	NO CHARGE

Bill Ozer

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		<u>Hrs/Rate</u>	<u>Amount</u>
9/1/2010	CV A109 Appear for/attend Took the deposition of Gold. L330	3.50 200.00/hr	NO CHARGE
9/2/2010	BAL A111 Other Scan and save 277 GP, LLC and 633-4S GP, LLC's Response to Petition for Mandamus, Motion for Sanctions, Certificate of Compliance and Appendix to Response to Petition for Mandamus.	0.28 100.00/hr	NO CHARGE
	BAL Plan and Prepare for Create a folder for Response and Appendix to Petition for Mandamus.	0.17 100.00/hr	NO CHARGE
	For professional services rendered	44.18	\$3,164.50
	Additional Charges :		
8/12/2010	E107 Delivery Service/messengers Delivery of Lis Pendens to Comal County Clerk.		7.27
8/31/2010	E102 Outside Printing Copy Conclerge invoice for copies of documents for Todd Gold's deposition.		262.47
9/1/2010	E112 Court fees Filing fee for Karen Ozer's Original Petition in Intervention.		40.00
	Total costs		\$309.74
	Total amount of this bill		\$3,474.24
	Previous balance		\$5,234.61
8/11/2010	Payment received Aug 11 2010 via Ozer's check #2036.		(\$5,234.61)
	Total payments and adjustments		(\$5,234.61)
	Balance due		\$3,474.24

PRINS LAW FIRM

Federal Tax ID 74-2938820

Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78230

August 30, 2011

In Reference To: Client #0447
General File

Invoice #16303

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
8/5/2011 TAP	A106 Communicate (with client) Telephone conference with Bill. L110	0.20 225.00/hr	NO CHARGE
8/8/2011 TAP	A106 Communicate (with client) Telephone conference with Karen. L110	0.20 225.00/hr	NO CHARGE
8/9/2011 TAP	A106 Communicate (with client) Telephone conference with Bill. L110	0.10 225.00/hr	NO CHARGE
8/10/2011 TAP	A103 Draft/revise Drafting of Amegy letter. L110	0.10 225.00/hr	22.50
8/12/2011 TAP	A103 Draft/revise Drafting of brief. L520	1.80 225.00/hr	405.00
8/14/2011 TAP	A103 Draft/revise Drafting of brief. L510	0.50 225.00/hr	112.50
For professional services rendered		2.90	\$540.00

Bill Ozer

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Additional Charges :

	<u>Amount</u>
8/16/2011 E107 Delivery Service/messengers Depend.Exp-Delivery to and from Courthouse	33.98
8/17/2011 E106 Online research Lexis Nexis research during month of June, 2011.	41.96
Total costs	<u>\$75.94</u>
Total amount of this bill	<u>\$615.94</u>
Previous balance	\$3,607.50
8/9/2011 Payment - thank you. Check No. 5011	<u>(\$3,607.50)</u>
Total payments and adjustments	<u>(\$3,607.50)</u>
Balance due	<u><u>\$615.94</u></u>

PRINS LAW FIRM

Federal Tax ID 74-2938820

Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78230

October 03, 2011

In Reference To: Client #0447
General File

Invoice #16489

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
8/31/2011	TAP A103 Draft/revise Composition of Motion for Sanctions. L240	0.50 225.00/hr	112.50
9/2/2011	TAP A106 Communicate (with client) Telephone conference with Bill and Karen. L110	0.30 225.00/hr	NO CHARGE
9/6/2011	TAP A104 Review/Analyze Review of Wolf emails and limited partnership agreement. L110	1.10 225.00/hr	247.50
9/7/2011	TAP Plan and Prepare for Meeting with clients regarding Wolf emails and limited partnership agreement. L110	0.80 225.00/hr	180.00
CV	A106 Communicate (with client) Meeting with clients regarding Wolf emails and limited partnership agreement. [no charge]	0.80 200.00/hr	NO CHARGE
CV	A102 Research Research: legality of proposal for conveyance of 50% interest in 633-4S Ranch, Ltd. to new partnership. Reviewed partnership agreement and Consent of Partners document. Reviewed Texas case law for similar fact patterns to the present proposal. Reviewed Texas case law for elements of claims for breach of fiduciary duty, conspiracy, and conversion.	2.10 200.00/hr	420.00

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Bill Ozer

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		<u>Hrs/Rate</u>	<u>Amount</u>
9/7/2011	TAP A104 Review/Analyze Review of "Consent of Partners." L110	0.50 225.00/hr	112.50
9/13/2011	TAP A106 Communicate (with client) Telephone conference with client. L110	0.20 225.00/hr	NO CHARGE
9/22/2011	TAP Plan and Prepare for Meeting with clients. L110	0.40 225.00/hr	90.00
	For professional services rendered	<u>6.70</u>	<u>\$1,162.50</u>
	Previous balance		\$615.94
9/6/2011	Payment - thank you. Check No. 2240		<u>(\$615.94)</u>
	Total payments and adjustments		<u>(\$615.94)</u>
	Balance due		<u><u>\$1,162.50</u></u>

PRINS LAW FIRM

Federal Tax ID 74-2938820

Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78230

November 01, 2011

In Reference To: Client #0447
General File

Invoice #16619

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
10/3/2011	TAP A103 Draft/revise Drafting of Motion to Strike. L240	1.30 225.00/hr	292.50
10/20/2011	OD Plan and Prepare for Ozer v. Gold. Update litigation index and make an extra filing cabinet's litigation folder.	0.15 100.00/hr	NO CHARGE
10/24/2011	TAP A104 Review/Analyze Review of 633-4S restructure documents. L110	1.20 225.00/hr	270.00
10/25/2011	TAP A106 Communicate (with client) Telephone conference with clients. L110	0.50 225.00/hr	NO CHARGE
For professional services rendered		<u>3.15</u>	<u>\$562.50</u>
Additional Charges :			
10/7/2011	E106 Online research LEXIS NEXIS legal research.		5.92
	E106 Online research LEXIS NEXIS legal research.		49.80
10/21/2011	E112 Court fees A fee for recording of Notice of Claim of Lien of 19615 Blanco Rd. with Bexar County Clerk.		20.00

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Bill Ozer

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	<u>Amount</u>
Total costs	\$75.72
Total amount of this bill	\$638.22
Previous balance	\$1,162.50
10/7/2011 Payment - thank you. Check No. 5017	(\$1,162.50)
Total payments and adjustments	(\$1,162.50)
Balance due	\$638.22

PRINS LAW FIRM

Federal Tax ID 74-2938820

VIA EMAIL: williamozzer@yahoo.com
Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78230

December 02, 2011

In Reference To: Client #0447
General File

Invoice #16774

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
10/31/2011	OD Plan and Prepare for Huebner Blanco Tract. Make filing cabinet's folders.	0.11 100.00/hr	NO CHARGE
11/30/2011	TAP A104 Review/Analyze Review of partnership and loan revision documents. L110	0.40 225.00/hr	90.00
	For professional services rendered	0.51	\$90.00
	Previous balance		\$638.22
11/8/2011	Payment - thank you. Check No. 2275		(\$638.22)
	Total payments and adjustments		(\$638.22)
	Balance due		\$90.00

PRINS LAW FIRM

Federal Tax ID 74-2938820

VIA EMAIL: williamozzer@yahoo.com
Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78230

December 29, 2011

In Reference To: Client #0447
General File

Invoice #16929

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
12/6/2011	TAP A106 Communicate (with client) Telephone conference with Bill. L110	0.30 225.00/hr	67.50
12/7/2011	TAP A106 Communicate (with client) Telephone conference with Bill. L110	0.30 225.00/hr	67.50
	TAP A104 Review/Analyze Review of IBC Notice and conference with clients. L110	0.70 225.00/hr	157.50
12/9/2011	TAP A103 Draft/revise Composition of correspondence to IBC. L110	0.50 225.00/hr	112.50
12/16/2011	PRT A111 Other Prepare certified mailings to Amegy Bank. L210	0.10 100.00/hr	10.00
12/21/2011	TAP A104 Review/Analyze Review of Amegy letter and 633 spreadsheet. L110	0.40 225.00/hr	90.00
12/22/2011	TAP A106 Communicate (with client) Conference with clients regarding Amegy. L110	0.40 225.00/hr	90.00

4940 BROADWAY, SUITE 108 / SAN ANTONIO, TEXAS 78209

210.820.0833 / FAX 210.820.0929 / WWW.PRINSLAW.COM

VIA EMAIL: williamozzer@yahoo.com

Page 2

		<u>Hrs/Rate</u>	<u>Amount</u>
12/27/2011	TAP A103 Draft/revise Composition of Supplemental petition. L210	2.30 225.00/hr	517.50
12/28/2011	TAP A103 Draft/revise Revision of Supplemental petition. L210	0.50 225.00/hr	112.50
12/29/2011	TAP A103 Draft/revise Modification of supplemental pleading. L210	0.60 225.00/hr	135.00
	For professional services rendered	6.10	\$1,360.00
	Additional Charges :		
11/22/2011	E107 Delivery Service/messengers Dependable- Delivery to and from Courthouse- Notice of Claim		22.47
	E107 Delivery Service/messengers Dependable- Delivery to and from Courthouse- Notice of Claim		26.22
12/16/2011	E108 Postage Certified Mailing charge for letter to McPherson and Spencer of Amegy Bank.		10.00
	Total costs		\$58.69
	Total amount of this bill		\$1,418.69
	Previous balance		\$90.00
12/8/2011	Payment - thank you. Check No. 2290		(\$90.00)
	Total payments and adjustments		(\$90.00)
	Balance due		\$1,418.69

PRINS LAW FIRM

Federal Tax ID 74-2938820

VIA EMAIL: williamozzer@yahoo.com
Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78230

January 27, 2012

In Reference To: Client #0447
General File

Invoice #17011

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
1/17/2012 TAP Plan and Prepare for Meeting with client. L110	0.50 225.00/hr	112.50
CW Plan and Prepare for Created & organized Loan Issues Folder for Ozer	0.75 100.00/hr	75.00
1/24/2012 TAP A106 Communicate (with client) Conference call with clients. L110	0.40 225.00/hr	NO CHARGE
For professional services rendered	1.65	\$187.50
Previous balance		\$1,418.69
1/3/2012 Payment - thank you. Check No. 5028		(\$1,418.69)
Total payments and adjustments		(\$1,418.69)
Balance due		\$187.50

4940 BROADWAY, SUITE 108 / SAN ANTONIO, TEXAS 78209

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PRINS LAW FIRM

Federal Tax ID 74-2938820

VIA EMAIL: williamozzer@yahoo.com
Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78230

March 02, 2012

In Reference To: Client #0447
General File

Invoice #17245

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
2/2/2012 TAP	A106 Communicate (with client) Telephone conference with client. L110	0.20 225.00/hr	NO CHARGE
2/7/2012 TAP	Plan and Prepare for Meeting with clients. L110	2.00 225.00/hr	450.00
2/8/2012 TAP	Plan and Prepare for Meeting with clients to answer discovery. L310	3.00 225.00/hr	675.00
2/13/2012 TAP	Plan and Prepare for Meeting with clients. L110	0.50 225.00/hr	112.50
2/14/2012 EJP	A104 Review/Analyze Review correspondence by and between counsel regarding commission rate.	0.30 200.00/hr	60.00
2/16/2012 TAP	A109 Appear for/attend Prepared for and attended mediation. L160	5.50 225.00/hr	1,237.50
2/20/2012 TAP	A106 Communicate (with client) Telephone conference with clients. L110	0.40 225.00/hr	NO CHARGE

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VIA EMAIL: williamozzer@yahoo.com

Page 2

		<u>Hrs/Rate</u>	<u>Amount</u>
2/22/2012	TAP A103 Draft/revise Composition of Advisory to the Court. L240	0.80 225.00/hr	180.00
2/24/2012	TAP A103 Draft/revise Composition of 277 Interrogatories and Requests for Production. L310	1.90 225.00/hr	427.50
2/28/2012	TAP A103 Draft/revise Composition of 344 Interrogatories and Requests for Production. L310	1.60 225.00/hr	360.00
	For professional services rendered	16.20	\$3,502.50
	Additional Charges :		
2/21/2012	E107 Delivery Service/messengers Dependable: Delivery to Gay Gueringer's Office: Ozer/Gold Discovery		20.41
3/1/2012	E121 Arbitrators/mediators Mediation fee.		500.00
	Total costs		<u>\$520.41</u>
	Total amount of this bill		<u>\$4,022.91</u>
	Previous balance		\$187.50
2/3/2012	Payment - thank you. Check No. 5041		<u>(\$187.50)</u>
	Total payments and adjustments		<u>(\$187.50)</u>
	Balance due		<u><u>\$4,022.91</u></u>

PRINS LAW FIRM

Federal Tax ID 74-2938820

VIA EMAIL: williamozzer@yahoo.com
Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78230

April 02, 2012

In Reference To: Client #0447
General File

Invoice #17447

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
3/5/2012 TAP	A106 Communicate (with client) Telephone conference with client. L110	0.20 225.00/hr	NO CHARGE
3/7/2012 TAP	Plan and Prepare for Meeting with clients. L110	0.50 225.00/hr	112.50
3/18/2012 TAP	A107 Communicate (other outside counsel) Telephone conference with opposing counsel. L110	0.20 225.00/hr	45.00
TAP	A107 Communicate (other outside counsel) Telephone conference with opposing counsel. L110	0.10 225.00/hr	22.50
3/20/2012 TAP	A106 Communicate (with client) Telephone conference with clients. L110	0.40 225.00/hr	NO CHARGE
TAP	A106 Communicate (with client) Telephone conference with clients. L110	0.30 225.00/hr	NO CHARGE
3/21/2012 TAP	A103 Draft/revise Composition of amended pleading. L210	0.40 225.00/hr	90.00

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VIA EMAIL: williamozar@yahoo.com

Page 2

		<u>Hrs/Rate</u>	<u>Amount</u>
3/22/2012	TAP A103 Draft/revise Composition of amended pleading. L210	0.40 225.00/hr	90.00
3/26/2012	TAP A103 Draft/revise Review of injunction responses and composition of a reply. L240	2.40 225.00/hr	540.00
3/27/2012	TAP A106 Communicate (with client) Telephone conference with client. L110	0.20 225.00/hr	NO CHARGE
3/29/2012	TAP A106 Communicate (with client) Telephone conference with client. L110	0.10 225.00/hr	NO CHARGE
	TAP A106 Communicate (with client) Telephone conference with client. L110	0.10 225.00/hr	NO CHARGE
	For professional services rendered	5.30	\$900.00
	Additional Charges :		
2/8/2012	E107 Delivery Service/messengers Dependable Express: Delivery from Prins to Gay Gueringer: Ozer v. Gold Discovery		20.41
3/21/2012	E107 Delivery Service/messengers Dependable Express: Deliver from Prins to Plunkett&Gibson: Check for Mediation		13.25
	Total costs		\$33.66
	Total amount of this bill		\$933.66
	Previous balance		\$4,022.91
3/7/2012	Payment - thank you. Check No. 5053		(\$4,022.91)
	Total payments and adjustments		(\$4,022.91)
	Balance due		\$933.66

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PRINS LAW FIRM

Federal Tax ID 74-2938820

VIA EMAIL: williamozzer@yahoo.com
Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78230

May 01, 2012

In Reference To: Client #0447
General File

Invoice #17597

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
4/13/2012	TAP Plan and Prepare for Conference call with client. L110	0.50 225.00/hr	NO CHARGE
4/17/2012	TAP A106 Communicate (with client) Conference with clients. L110	0.80 225.00/hr	NO CHARGE
	TAP A103 Draft/revise Composition of MSJ on Huebner. L240	1.20 225.00/hr	270.00
4/19/2012	TAP A103 Draft/revise Composition of original petition. L210	1.30 225.00/hr	292.50

For professional services rendered	3.80	\$562.50
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Additional Charges :

4/10/2012	E106 Online research Online Research - Lexis Nexis		57.64
4/18/2012	E109 Local travel Parking for Meeting at Courthouse		10.00
4/19/2012	E123 Other professionals A fee for name search "International bank of commerce" with Texas Secretary of State		1.00

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Page 2

	<u>Amount</u>
Total costs	\$68.64
Total amount of this bill	\$631.14
Previous balance	\$933.66
4/5/2012 Payment - thank you. Check No. 5064	(\$933.66)
Total payments and adjustments	(\$933.66)
Balance due	\$631.14

PRINS LAW FIRM

Federal Tax ID 74-2938820

VIA EMAIL: williamozzer@yahoo.com
Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78230

September 04, 2012

In Reference To: Client #0447
General File

Invoice #18113

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
6/12/2012	TAP A103 Draft/revise Composition of Motion for Sanctions. L240	1.20 225.00/hr	270.00
6/13/2012	TAP A103 Draft/revise Composition of second version of Motion for Sanctions. L240	1.10 225.00/hr	247.50
6/27/2012	TAP A103 Draft/revise Review and revise order. L240	0.30 225.00/hr	67.50
6/29/2012	OD Plan and Prepare for Ozer vs. Gold. Index Update. Make extra filing cabinet's litigation folder.	1.71 100.00/hr	171.00
7/10/2012	PRT A111 Other Prepare documents to burn to CD in response to Amegy Bank's Requests for Production.	2.00 100.00/hr	200.00
7/16/2012	CW Plan and Prepare for Organize and index physical Ozer files	2.13 100.00/hr	NO CHARGE
	CW Plan and Prepare for Organize and Index Physical Ozer Files	2.37 100.00/hr	NO CHARGE
7/26/2012	TAP Plan and Prepare for Meeting with client.	0.30 225.00/hr	67.50

VIA EMAIL: williamozzer@yahoo.com

Page 2

		<u>Hrs/Rate</u>	<u>Amount</u>
7/26/2012	TAP A103 Draft/revise Drafting of amended petition. L210	1.10 225.00/hr	247.50
7/30/2012	TAP A103 Draft/revise Drafting of amended petition.	0.40 225.00/hr	90.00
8/22/2012	TAP Plan and Prepare for Meeting with clients. L110	1.50 225.00/hr	337.50
	TAP A103 Draft/revise Drafting of amended petition. L210	0.90 225.00/hr	202.50
8/27/2012	TAP A103 Draft/revise Revision of petition. L210	0.30 225.00/hr	67.50
8/28/2012	TAP A103 Draft/revise Drafting of petition. L210	0.30 225.00/hr	67.50
	TAP A103 Draft/revise Drafting of Motion to Compel. L210	0.40 225.00/hr	90.00
8/29/2012	TAP A103 Draft/revise Composition of Champman affidavit. L110	0.40 225.00/hr	90.00
	For professional services rendered	16.41	\$2,216.00
	Additional Charges :		
5/9/2012	E107 Delivery Service/messengers Dependable Exp- Delivery to and from Courthouse- P's 3rd Amended Petition		42.29
7/11/2012	E108 Postage Certified mailings responding to Amegy Bank's RFP.		13.20
	Total costs		\$55.49
	Total amount of this bill		\$2,271.49
	Previous balance		\$343.00
9/4/2012	Credit per Todd regarding Sanctions.		(\$2,500.00)

VIA EMAIL: williamazer@yahoo.com

Page 3

	<u>Amount</u>
Total payments and adjustments	<u>(\$2,500.00)</u>
Balance due	<u><u>\$114.49</u></u>

PRINS LAW FIRM

Federal Tax ID 74-2938820

VIA EMAIL: williamozzer@yahoo.com
Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78230

October 01, 2012

In Reference To: Client #0447
General File

Invoice #18192

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
9/7/2012 TAP A106 Communicate (with client) Email to client. L110	0.10 225.00/hr	NO CHARGE
9/10/2012 TAP A106 Communicate (with client) Telephone conference with bill. L110	0.10 225.00/hr	NO CHARGE
For professional services rendered	0.20	\$0.00
Previous balance		\$114.49
9/6/2012 Payment - thank you. Check No. 2377		(\$144.49)
Total payments and adjustments		(\$144.49)
Credit balance		(\$30.00)

PRINS LAW FIRM

Federal Tax ID 74-2938820

VIA EMAIL: williamozzer@yahoo.com
Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78230

November 06, 2012

In Reference To: Client #0447
General File

Invoice #18437

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
9/7/2012 TAP	A106 Communicate (with client) Email to client. L110	0.10 225.00/hr	NO CHARGE
9/10/2012 TAP	A106 Communicate (with client) Telephone conference with bill. L110	0.10 225.00/hr	NO CHARGE
10/1/2012 TAP	A103 Draft/revise Drafting of amended petition. L210	0.80 225.00/hr	180.00
10/3/2012 NR	A103 Draft/revise Other: Review Probate matter for Karen Ozer - Prepare Application for Probate	0.95 230.00/hr	218.50
10/4/2012 OD	Plan and Prepare for Estate of Virginia L. Lyssy. Per Nathan's request prepare to file Application for Probate of Will Produced in Court and for Issuance of Letters Testamentary with Bexar County Clerk	0.11 100.00/hr	NO CHARGE
10/15/2012 TAP	Plan and Prepare for Review of pleadings on conference call with clients. L210	0.50 225.00/hr	112.50
10/16/2012 NR	A108 Communicat (other external) Other: Review Probate matter for Karen Ozer - Call with probate court clerk and discussion with Olga.	0.20 230.00/hr	46.00

VIA EMAIL: williamozzer@yahoo.com

Page 2

		<u>Hrs/Rate</u>	<u>Amount</u>
10/19/2012 NR	A103 Draft/revise Other: Review Probate matter for Karen Ozer - Prepare family settlement agreement for draft circulation.	0.30 230.00/hr	NO CHARGE
10/22/2012 TAP	A103 Draft/revise Modification of Family Settlement Agreement. L160	0.80 225.00/hr	180.00
10/23/2012 TAP	A103 Draft/revise Composition of letter brief to court. L240	0.40 225.00/hr	90.00
10/25/2012 TAP	A103 Draft/revise Review of Mandamus and composition of response. L510	1.10 225.00/hr	247.50
10/26/2012 TAP	A103 Draft/revise Revision of advisory. L510	0.20 225.00/hr	45.00
	For professional services rendered	5.56	\$1,119.50
	Additional Charges :		
10/4/2012 E112	Court fees Estate of Virginia L. Lyssy. A fee for filing Application for Probate of Will Produced in Court and for Issuance of Letters Testamentary with Bexar County Clerk		NO CHARGE
	Total costs		\$0.00
	Total amount of this bill		\$1,119.50
	Previous balance		\$114.49
9/6/2012	Payment - thank you. Check No. 2377		(\$144.49)
	Total payments and adjustments		(\$144.49)
	Balance due		\$1,089.50

PRINS LAW FIRM

Federal Tax ID 74-2938820

VIA EMAIL: williamozzer@yahoo.com
Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78230

November 07, 2012

In Reference To: Client #0447
General File

Invoice #18444

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
9/7/2012	TAP A106 Communicate (with client) Email to client. L110	0.10 225.00/hr	NO CHARGE
9/10/2012	TAP A106 Communicate (with client) Telephone conference with bill. L110	0.10 225.00/hr	NO CHARGE
10/1/2012	TAP A103 Draft/revise Drafting of amended petition. L210	0.80 225.00/hr	180.00
10/15/2012	TAP Plan and Prepare for Review of pleadings on conference call with clients. L210	0.50 225.00/hr	112.50
10/23/2012	TAP A103 Draft/revise Composition of letter brief to court. L240	0.40 225.00/hr	90.00
10/25/2012	TAP A103 Draft/revise Review of Mandamus and composition of response. L510	1.10 225.00/hr	247.50
10/26/2012	TAP A103 Draft/revise Revision of advisory. L510	0.20 225.00/hr	45.00

VIA EMAIL: williamozzer@yahoo.com

Page 2

	<u>Hrs/Rate</u>	<u>Amount</u>
11/6/2012 TAP A103 Draft/revise Composition of injunction. L210	0.30 225.00/hr	67.50
For professional services rendered	<u>3.50</u>	<u>\$742.50</u>
Previous balance		\$114.49
9/6/2012 Payment - thank you. Check No. 2377		<u>(\$144.49)</u>
Total payments and adjustments		<u>(\$144.49)</u>
Balance due		<u><u>\$712.50</u></u>

PRINS LAW FIRM

Federal Tax ID 74-2938820

VIA EMAIL: karenazer@yahoo.com

November 07, 2012

In Reference To: Client #0447-009
Virginia L Lyssy Estate

Invoice #18446

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
10/3/2012 NR	A103 Draft/revise Other: Review Probate matter for Karen Ozer - Prepare Application for Probate	0.95 230.00/hr	218.50
10/4/2012 OD	Plan and Prepare for Estate of Virginia L. Lyssy. Per Nathan's request prepare to file Application for Probate of Will Produced in Court and for Issuance of Letters Testamentary with Bexar County Clerk	0.11 100.00/hr	NO CHARGE
10/16/2012 NR	A108 Communicat (other external) Other: Review Probate matter for Karen Ozer - Call with probate court clerk and discussion with Olga.	0.20 230.00/hr	46.00
10/19/2012 NR	A103 Draft/revise Other: Review Probate matter for Karen Ozer - Prepare family settlement agreement for draft circulation.	0.30 230.00/hr	NO CHARGE
10/22/2012 TAP	A103 Draft/revise Modification of Family Settlement Agreement.	0.80 225.00/hr	180.00
For professional services rendered		2.36	\$444.50

VIA EMAIL: karenazer@yahoo.com

Page 2

Additional Charges :

	<u>Amount</u>
10/4/2012 E112 Court fees Estate of Virginia L. Lyssy. A fee for filing Application for Probate of Will Produced in Court and for Issuance of Letters Testamentary with Bexar County Clerk	226.00
Total costs	<u>\$226.00</u>
Total amount of this bill	<u>\$670.50</u>
Balance due	<u><u>\$670.50</u></u>

PRINS LAW FIRM

Federal Tax ID 74-2938820

VIA EMAIL: williamozzer@yahoo.com
Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78230

December 03, 2012

In Reference To: Client #0447
General File

Invoice #18596

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
11/15/2012	TAP A103 Draft/revise Composition of supplemental motion for sanctions. L240	0.50 225.00/hr	112.50
12/3/2012	TAP A103 Draft/revise Composition of Mandamus Advisory. L510	0.30 225.00/hr	67.50
	For professional services rendered	0.80	\$180.00
	Additional Charges :		
11/29/2012	E106 Online research Online legal research / LexisNexis		69.60
	Total costs		\$69.60
	Total amount of this bill		\$249.60
	Previous balance		\$712.50
11/8/2012	Payment - thank you. Check No. 2404		(\$645.00)
11/16/2012	Payment - thank you. Check No. 2408		(\$67.50)
	Total payments and adjustments		(\$712.50)

VIA EMAIL: williamozzer@yahoo.com

Page 2

	<u>Amount</u>
Balance due	<u>\$249.60</u>

PRINS LAW FIRM

Federal Tax ID 74-2938820

VIA EMAIL: karenazer@yahoo.com

December 03, 2012

In Reference To: Client #0447-009
Virginia L Lyssy Estate

Invoice #18597

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
11/13/2012	TAP A108 Communicat (other external) Telephone conference with Title Company. L110	0.20 225.00/hr	NO CHARGE
	NR A108 Communicat (other external) Pleading: Appointment of Temporary Administrator - Met with Todd and called Probate Court clerk who transferred to staff attorney. Left message.	0.32 230.00/hr	73.60
11/26/2012	TAP A103 Draft/revise Composition of Order, Oath and Proof. L210	0.40 225.00/hr	90.00
	TAP A109 Appear for/attend Attended hearing probating will and obtaining letters. L110	1.00 225.00/hr	225.00
11/27/2012	NR A102 Research Pleading: Appointment of Temporary Administrator - Finalize and update following issuance of letters testamentary.	0.24 230.00/hr	55.20
	For professional services rendered	2.16	\$443.80

VIA EMAIL: karenazer@yahoo.com

Page 2

Additional Charges :

	<u>Amount</u>
11/26/2012 E112 Court fees	12.00
Fee for letters.	
L110	
E112 Court fees	12.00
A court fee for issuance of letters testamentary	
Total costs	<u>\$24.00</u>
Total amount of this bill	<u>\$467.80</u>
Previous balance	\$670.50
11/20/2012 Payment - thank you. Check No. 7017	<u>(\$670.50)</u>
Total payments and adjustments	<u>(\$670.50)</u>
Balance due	<u><u>\$467.80</u></u>

PRINS LAW FIRM

Federal Tax ID 74-2938820

VIA EMAIL: williamozzer@yahoo.com
Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78230

February 01, 2013

In Reference To: Client #0447
General File

Invoice #18785

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
12/31/2012	TAP A103 Draft/revise Composition of IBC correspondence. L110	0.50 225.00/hr	112.50
1/8/2013	TAP A103 Draft/revise Composition of supplemental sanctions motion. L310	0.50 225.00/hr	112.50
1/9/2013	TAP Plan and Prepare for Revision of motion and conference with client regarding same. L110	0.40 225.00/hr	NO CHARGE
1/17/2013	TAP A106 Communicate (with client) Conference with clients. L110	0.50 225.00/hr	NO CHARGE
1/21/2013	TAP A106 Communicate (with client) Conference call with client. L210	0.40 225.00/hr	NO CHARGE
1/22/2013	TAP A103 Draft/revise Composition of Motion to Sever. L210	0.40 225.00/hr	90.00
1/29/2013	NR A102 Research Securities law research	0.63 200.00/hr	126.00
For professional services rendered		3.33	\$441.00

VIA EMAIL: williamozzer@yahoo.com

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Additional Charges :

	<u>Amount</u>
1/31/2013 E123 Other professionals	2.00
A fee for name search "Two Seventy Seven and 633-4S"with Texas Secretary of State	
Total costs	<u>\$2.00</u>
Total amount of this bill	<u>\$443.00</u>
Previous balance	\$249.60
12/10/2012 Payment - Thank you. Check No. 18596	<u>(\$249.60)</u>
Total payments and adjustments	<u>(\$249.60)</u>
Balance due	<u><u>\$443.00</u></u>

PRINS LAW FIRM

Federal Tax ID 74-2938820

VIA EMAIL: williamozzer@yahoo.com
Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78230

April 01, 2013

In Reference To: Client #0447
General File

Invoice #18988

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
3/26/2013	TAP A103 Draft/revise Composition of criminal complaint. L110	0.50 225.00/hr	112.50
3/27/2013	TAP Plan and Prepare for Meeting with clients. L110	0.70 225.00/hr	NO CHARGE
3/31/2013	TAP A103 Draft/revise Composition of proposed findings of fact and conclusions of law. L460	0.70 225.00/hr	157.50
For professional services rendered		1.90	\$270.00
Previous balance			\$605.23
3/7/2013 Payment - Thank you. Check No. 7015			(\$605.23)
Total payments and adjustments			(\$605.23)
Balance due			\$270.00

PRINS LAW FIRM

Federal Tax ID 74-2938820

VIA EMAIL: williamozzer@yahoo.com
Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78230

May 02, 2013

In Reference To: Client #0447
General File

Invoice #19145

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
4/1/2013	TAP A106 Communicate (with client) Telephone conference with client. L110	0.10 225.00/hr	NO CHARGE
	TAP A103 Draft/revise Review and revised proposed findings of fact and conclusions of law. L460	0.30 225.00/hr	NO CHARGE
4/3/2013	TAP A103 Draft/revise Composition of response to Motion for New Trial and/or Reconsider. L460	1.40 225.00/hr	315.00
4/4/2013	TAP Plan and Prepare for Meeting with client. L110	0.30 225.00/hr	NO CHARGE
4/5/2013	TAP A103 Draft/revise Further composition of response to Motion for New Trial and/or Reconsider. L460	0.30 225.00/hr	67.50
4/8/2013	PRT A111 Other Comment/Highlight/Label exhibits.	0.60 100.00/hr	60.00
	TAP A103 Draft/revise Further composition and revision of filing. L460	1.10 225.00/hr	247.50

VIA EMAIL: williamozzer@yahoo.com

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	<u>Hrs/Rate</u>	<u>Amount</u>
4/8/2013 PRT A111 Other Replace Exhibits with Exhibit numbers for Plaintiff's Response to Defendants' Motion to Reconsider.	1.94 100.00/hr	NO CHARGE
For professional services rendered	6.04	\$690.00
Previous balance		\$270.00
4/4/2013 Payment - Thank you. Check No. 7018		(\$270.00)
Total payments and adjustments		(\$270.00)
Balance due		\$690.00

PRINS LAW FIRM

Federal Tax ID 74-2938820

VIA EMAIL: williamozzer@yahoo.com
Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78230

May 30, 2013

In Reference To: Client #0447
General File

Invoice #19207

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
5/2/2013 TAP	A103 Draft/revise Composition of legal conclusion requirements. L240	0.40 225.00/hr	NO CHARGE
5/8/2013 TAP	A103 Draft/revise Composition of revised Findings of Fact and Conclusions of law. L240	1.20 225.00/hr	270.00
5/10/2013 TAP	A103 Draft/revise Review and revision of findings. L110	1.20 225.00/hr	270.00
5/12/2013 TAP	A103 Draft/revise Composition of memorandum in support of proposed findings and conclusions. L460	1.10 225.00/hr	247.50
5/15/2013 TAP	A106 Communicate (with client) Telephone conference with client. L110	0.10 225.00/hr	NO CHARGE
5/16/2013 PRT	A111 Other Gather Ozer Exhibits for Todd.	0.10 100.00/hr	10.00
5/19/2013 TAP	A103 Draft/revise Final revision of findings and cover. L460	0.30 225.00/hr	NO CHARGE
For professional services rendered		<u>4.40</u>	<u>\$797.50</u>

VIA EMAIL: williamozzer@yahoo.com

Page 2

Additional Charges :

	<u>Amount</u>
5/30/2013 E106 Online research Lexis Nexis legal research fee	37.10
Total costs	<u>\$37.10</u>
Total amount of this bill	<u>\$834.60</u>
Previous balance	\$690.00
5/8/2013 Payment - Thank you. Check No. 7030	<u>(\$690.00)</u>
Total payments and adjustments	<u>(\$690.00)</u>
Balance due	<u><u>\$834.60</u></u>

PRINS LAW FIRM

Federal Tax ID 74-2938820

VIA EMAIL: williamozzer@yahoo.com
Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78230

July 01, 2013

In Reference To: Client #0447
General File

Invoice #19323

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
6/17/2013 TAP A103 Draft/revise Composition of response to Motion to Compel Arbitration. L240	0.50 225.00/hr	112.50
For professional services rendered	0.50	\$112.50
Previous balance		\$834.60
5/31/2013 Payment received from Karen Ozer, 4036 Legend RAncH Dr., San Antonio, TX 78230-5860. Thank you. Check No. 7043		(\$834.60)
Total payments and adjustments		(\$834.60)
Balance due		\$112.50

PRINS LAW FIRM

Federal Tax ID 74-2938820

VIA EMAIL: williamozzer@yahoo.com
Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78230

July 01, 2013

In Reference To: Client #0447-010
Lee Lien

Invoice #19324

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
6/28/2013 TAP A103 Draft/revise Composition of Lien. L110	0.30 225.00/hr	67.50
For professional services rendered	0.30	\$67.50
Additional Charges :		
6/28/2013 E112 Court fees Cost to record Lee lien.		24.00
Total costs		\$24.00
Total amount of this bill		\$91.50
Balance due		\$91.50

PRINS LAW FIRM

Federal Tax ID 74-2938820

VIA EMAIL: williamozzer@yahoo.com
Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78230

August 01, 2013

In Reference To: Client #0447
General File

Invoice #19451

Additional Charges :

	<u>Amount</u>
7/18/2013 E106 Online research Lexis Nexis research charges	79.27
Total costs	<u>\$79.27</u>
Previous balance	\$112.50
7/10/2013 Payment - Thank you. Check No. 7060	<u>(\$204.00)</u>
Total payments and adjustments	<u>(\$204.00)</u>
Credit balance	<u><u>(\$12.23)</u></u>

PRINS LAW FIRM

Federal Tax ID 74-2938820

VIA EMAIL: williamozzer@yahoo.com
Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78230

November 04, 2013

In Reference To: Client #0447
General File

Invoice #19869

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
10/6/2013	TAP A103 Draft/revise Composition of Mandamus. L510	0.70 225.00/hr	157.50
10/14/2013	TAP A103 Draft/revise Composition of correspondence to neighbor. L110	0.20 225.00/hr	45.00
	For professional services rendered	0.90	\$202.50
	Additional Charges :		
10/14/2013	E108 Postage Correspondence to Maurice Lyon via certified mail at 2505 FM 337 E., Medina, Texas and P.O. Box 1631, Medina, Texas 78055.		12.22
	Total costs		\$12.22
	Total amount of this bill		\$214.72
	Previous balance		(\$12.23)
	Balance due		\$202.49

PRINS LAW FIRM

Federal Tax ID 74-2938820

VIA EMAIL: williamozero@yahoo.com
Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78230

December 02, 2013

In Reference To: Client #0447
General File

Invoice #19972

Additional Charges :

	<u>Amount</u>
11/26/2013 E106 Online research Online Lexis Nexis Research fees Invoice 1310108237	23.57
Total costs	<u>\$23.57</u>
Previous balance	\$202.49
11/11/2013 Payment - Thank you. Check No. 7071	<u>(\$202.49)</u>
Total payments and adjustments	<u>(\$202.49)</u>
Balance due	<u><u>\$23.57</u></u>

PRINS LAW FIRM

Federal Tax ID 74-2938820

VIA EMAIL: karenazer@yahoo.com

December 02, 2013

In Reference To: Client #0447-009
Virginia L Lyssy Estate

Invoice #19973

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
11/8/2013 TAP	A103 Draft/revise Composition of 128 affidavit. L110	0.20 225.00/hr	45.00
11/11/2013 PRT	A103 Draft/revise Input personal information into Inventory received from Cheryl.	0.72 100.00/hr	72.00
	For professional services rendered	0.92	\$117.00
	Previous balance		\$467.80
12/10/2012	Payment - Thank you. Check No. 6976		(\$467.80)
	Total payments and adjustments		(\$467.80)
	Balance due		<u>\$117.00</u>

PRINS LAW FIRM

Federal Tax ID 74-2938820

VIA EMAIL: williamozar@yahoo.com
Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78230

December 18, 2013

In Reference To: Client #0447-010
Lee Lien

Invoice #20030

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
12/16/2013	TAP A108 Communicat (other external) Telephone conference with Title Company. L110	0.10 300.00/hr	30.00
	TAP A106 Communicate (with client) Telephone conference with client. L110	0.10 300.00/hr	NO CHARGE
	TAP A106 Communicate (with client) Telephone conference with client. L110	0.10 300.00/hr	NO CHARGE
	TAP A107 Communicate (other outside counsel) Telephone conference with Farrimond. L110	0.10 300.00/hr	30.00
	TAP A107 Communicate (other outside counsel) Telephone conference with Farrimond. L110	0.10 300.00/hr	30.00
12/18/2013	TAP A107 Communicate (other outside counsel) Telephone conference with Farrimond. L110	0.10 300.00/hr	30.00
	For professional services rendered	0.60	\$120.00
	Previous balance		\$91.50

VIA EMAIL: williamozzer@yahoo.com

Page 2

	<u>Amount</u>
Balance due	<u>\$211.50</u>

PRINS LAW FIRM

Federal Tax ID 74-2938820

VIA EMAIL: williamozero@yahoo.com
Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78230

December 19, 2013

In Reference To: Client #0447-010
Lee Lien

Invoice #20033

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
12/16/2013	TAP A108 Communicat (other external) Telephone conference with Title Company. L110	0.10 300.00/hr	30.00
	TAP A106 Communicate (with client) Telephone conference with client. L110	0.10 300.00/hr	NO CHARGE
	TAP A106 Communicate (with client) Telephone conference with client. L110	0.10 300.00/hr	NO CHARGE
	TAP A107 Communicate (other outside counsel) Telephone conference with Farrimond. L110	0.10 300.00/hr	30.00
	TAP A107 Communicate (other outside counsel) Telephone conference with Farrimond. L110	0.10 300.00/hr	30.00
12/18/2013	TAP A107 Communicate (other outside counsel) Telephone conference with Farrimond. L110	0.10 300.00/hr	30.00
12/19/2013	TAP A103 Draft/revise Compose and file release of lien. L110	0.40 300.00/hr	120.00
	For professional services rendered	<u>1.00</u>	<u>\$240.00</u>

VIA EMAIL: williamozzer@yahoo.com

Page 2

	<u>Amount</u>
Previous balance	\$91.50
7/10/2013 Credit the \$91.50 on 7/10/13 to Ozer/Lee Lien. Payment - Thank you	(\$91.50)
	<hr/>
Total payments and adjustments	(\$91.50)
	<hr/>
Balance due	<u><u>\$240.00</u></u>

PRINS LAW FIRM

Federal Tax ID 74-2938820

VIA EMAIL: williamozzer@yahoo.com
Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78230

January 02, 2014

In Reference To: Client #0447
General File

Invoice #20089

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
12/31/2013	TAP A104 Review/Analyze Review of Wolf emails and response thereto. L110	0.40 225.00/hr	90.00
	TAP A108 Communicat (other external) Telephone conference with Macon. L110	0.40 225.00/hr	NO CHARGE
	For professional services rendered	0.80	\$90.00
	Additional Charges :		
12/19/2013	E124 Other Expense slip to reverse \$91.50 after crediting to Line account.		91.50
	Total costs		\$91.50
	Total amount of this bill		\$181.50
	Previous balance		\$23.57
11/29/2013	Payment - Thank you. Check No. 2529		(\$140.57)
	Total payments and adjustments		(\$140.57)
	Balance due		\$64.50

PRINS LAW FIRM

Federal Tax ID 74-2938820

VIA EMAIL: karenazer@yahoo.com

January 02, 2014

In Reference To: Client #0447-009
Virginia L Lyssy Estate

Invoice #20090

Additional Charges :

	<u>Amount</u>
12/18/2013 E107 Delivery Service/messengers Nov 12th courier service Affidavit and Inventory to Clerk	55.95
Total costs	<u>\$55.95</u>
Previous balance	\$117.00
Balance due	<u><u>\$172.95</u></u>

PRINS LAW FIRM

Federal Tax ID 74-2938820

VIA EMAIL: williamozero@yahoo.com
Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78230

January 31, 2014

In Reference To: Client #0447
General File

Invoice #20197

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
1/2/2014 TAP	A103 Draft/revise Composition of liens and Notice letters. L110	0.50 225.00/hr	112.50
1/28/2014 TAP	A103 Draft/revise Composition of contempt motion. L110	0.40 225.00/hr	90.00
	For professional services rendered	0.90	\$202.50
	Previous balance		\$64.50
1/4/2014	Payment - Thank you. Check No. 7080		(\$64.50)
	Total payments and adjustments		(\$64.50)
	Balance due		\$202.50

PRINS LAW FIRM

Federal Tax ID 74-2938820

VIA EMAIL: williamozzer@yahoo.com
Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78230

March 29, 2014

In Reference To: Client #0447
General File

Invoice #20334

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
3/21/2014 TAP A103 Draft/revise Composition of Notices to partners and third parties. L110	0.50 225.00/hr	112.50
For professional services rendered	0.50	\$112.50
Previous balance		\$202.50
2/5/2014 Payment - Thank you. Check No. 7084		(\$202.50)
Total payments and adjustments		(\$202.50)
Balance due		\$112.50

PRINS LAW FIRM

Federal Tax ID 74-2938820

VIA EMAIL: williamozzer@yahoo.com
Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78230

May 11, 2014

In Reference To: Client #0447
General File

Invoice #20463

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
4/10/2014 TAP A103 Draft/revise Composition of Habeas brief. L510	1.10 225.00/hr	247.50
For professional services rendered	1.10	\$247.50
Previous balance		\$112.50
Balance due		<u>\$360.00</u>

PRINS LAW FIRM

Federal Tax ID 74-2938820

VIA EMAIL: williamozero@yahoo.com
Bill Ozer
4036 Legend Ranch Dr.
San Antonio, TX 78230

July 02, 2014

In Reference To: Client #0447
General File

Invoice #20652

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
5/15/2014 TAP A103 Draft/revise Composition of supplement to the fourth court and letter to partners. L460	0.30 225.00/hr	67.50
For professional services rendered	0.30	\$67.50
Previous balance		\$360.00
6/12/2014 Payment - Thank you. Check No. 2585		(\$112.50)
6/12/2014 Payment - Thank you. Check No. 2584		(\$360.00)
Total payments and adjustments		(\$472.50)
Credit balance		(\$45.00)

EXHIBIT B

be obtained from the website <https://apps.bexar.org/search/> for public records of the Bexar County District and County Clerks. I am familiar with the website and how to retrieve dockets from it, including the docket attached as Exhibit B-1.

4. Attached hereto as **Exhibit B-2** is a true and correct copy of search results I caused to be obtained from the website <http://www.search.txcourts.gov/CaseSearch.aspx?coa=cossup&s=c> for public records in the appellate courts of Texas. This is a publicly available website. I am familiar with this website and how to search on it and retrieve and download search results, including those contained in Exhibit B-2.

5. Attached hereto as **Exhibit B-3** is a true and correct copy of search results I caused to be obtained from the website <https://ecf.txwd.uscourts.gov/cgi-bin/iquery.pl> for public records filed in the United States District Court for the Western District of Texas. This is a publicly available website. I am familiar with this website and how to search on it and retrieve and download search results, including those contained in Exhibit B-3.

6. Attached hereto as **Exhibit B-4** is a true and correct copy of search results I caused to be obtained from the website <http://www.search.txcourts.gov/CaseSearch.aspx?coa=coa04&s=c> for public records in the appellate courts of Texas. This is a publicly available website. I am familiar with this website and how to search on it and retrieve and download search results, including those contained in Exhibit B-4.

7. Attached hereto as **Exhibit B-5** is a true and correct copy of search results I caused to be obtained from the website <https://ecf.ca5.uscourts.gov/cmecf/servlet/TransportRoom?servlet=CaseSearch.jsp> for public

records from the United States Court of Appeals for the Fifth Circuit. This is a publicly available website. I am familiar with this website and how to search on it and retrieve and download search results, including those contained in Exhibit B-5.

8. Attached hereto as **Exhibit B-6** is a true and correct copy of search results I caused to be obtained from the website <https://ecf.ca7.uscourts.gov/cmecf/servlet/TransportRoom?servlet=CaseSearch.jsp> for public records from the United States Court of Appeals for the Seventh Circuit. This is a publicly available website. I am familiar with this website and how to search on it and retrieve and download search results, including those contained in Exhibit B-6.

9. Attached hereto as **Exhibit B-7** is a true and correct copy of search results I caused to be obtained from the website <https://ecf.ilcd.uscourts.gov/cgi-bin/iquery.pl> for public records from the United States District Court for the Central District of Illinois. This is a publicly available website. I am familiar with this website and how to search on it and retrieve and download search results, including those contained in Exhibit B-7.

10. Attached here as **Exhibit B-8** is a true and correct copy of the docket sheet for the lawsuit styled *Todd A. Prins v. Paula R. Prins.*, Cause No. 2016-CI-16158, pending in the 166th Judicial District of Bexar County. I caused this publicly available record to be obtained from the website <https://apps.bexar.org/search/> for public records of the Bexar County District and County Clerks. I am familiar with the website and how to retrieve dockets from it, including the docket attached as Exhibit B-1.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed this 4th day of November, 2016.


Caroline Newman Small

EXHIBIT B-1



Case #2009CI18567

Name: WILLIAM B OZER

Date Filed: 11/16/2009

Case Status: DISPOSED

Litigant Type: PLAINTIFF

Court: 150

Docket Type: DAMAGES

Business Name:

Style: WILLIAM B OZER

Style (2): vs TODD GOLD ETAL

Case History

Currently viewing all 129 records

Sequence	Date Filed	Description
P00110	10/25/2016	EMAILED COPY OF: DOCUMENTS SENT TO GILL BUDD
P00109	10/24/2016	FAX TRANSMITTAL/RECORDING DEPT FROM STATE BAR OF TEXAS
P00108	10/18/2016	REQUEST FOR CD FROM BILL OZER
P00107	6/22/2016	ATTORNEY UNAVAILABILITY NOTICE FILED FOR GAY GUERINGER
P00106	2/3/2016	ATTORNEY UNAVAILABILITY NOTICE FILED FOR GAY GUERINGER FROM 02/17/16 THROUGH 02/24/2016, 05/16/2016 THROUGH 05/20/16
P00105	2/3/2016	ATTORNEY UNAVAILABILITY NOTICE FILED FOR GAY GUERINGER
P00104	11/17/2015	ATTORNEY UNAVAILABILITY NOTICE FILED FOR GAY GUERINGER
P00103	4/29/2015	ATTORNEY UNAVAILABILITY NOTICE FILED FOR GAY GUERINGER
P00102	1/6/2015	ATTORNEY UNAVAILABILITY NOTICE FILED FOR GAY GUERINGER
P00101	11/6/2014	ATTORNEY UNAVAILABILITY NOTICE FILED FOR GAY GUERINGER
P00100	12/13/2013	ATTORNEY UNAVAILABILITY NOTICE FILED FOR GAY GUERINGER (12.23.13 - 12.30.13)
S00009	8/23/2013	NOTICE OF ORDER RULE 306A MERRITT M CLEMENTS ISSUED: 8/23/2013
S00008	8/23/2013	NOTICE OF ORDER RULE 306A GAY GUERINGER ISSUED: 8/23/2013
S00007	8/23/2013	NOTICE OF ORDER RULE 306A TODD A PRINS ISSUED: 8/23/2013
O00010	8/16/2013	ORDER IN ABATEMENT JUDGE: BARBARA NELLERMOE VOL: 4091 PAGE: 2767 PAGE COUNT: 2
P00099	8/16/2013	CASE CLOSED OTHER DISPOSITION ORDER OF ABATEMENT
P00098	8/16/2013	JOINT MOTION TO ABATE
P00097	4/19/2013	LETTER TO DISTRICT CLERK FR: LORI CRUZ W/GAY GUERINGER WITH COPY OF RULE 11 AGREEMENT
P00096	4/19/2013	RULE 11 AGREEMENT
P00095	4/9/2013	FOURTH AMENDED ORIGINAL PETITION OF WILLIAM B OZER
T00094	4/5/2013	SPECIAL EXCEPTIONS TODD GOLD TWO SEVENTY SEVEN GP LLC 633 4S GP LLC LL & R CORNERSTONE GP LLC AND REOC PARTNERS LTD
T00093	4/5/2013	NON-JURY ****DROPPED**** COURT: 109 TRIAL DATE & TIME: 4/11/2013 8:30AM
T00092	3/6/2013	RESET ON JURY DOCKET **PER SCHDLNG ORDR** COURT: 408 TRIAL DATE & TIME: 8/19/2013 8:30AM
O00009	3/5/2013	AGREED SCHEDULING ORDER & DISCOVERY CONTROL PLAN (FIRST AMENDED) JUDGE: KAREN H. POZZA VOL: 4020 PAGE: 1676 PAGE COUNT: 2
O00008	2/5/2013	NOTICE NON SUIT R162 W/O PREJUDICE AS TO AMEGY BANK NA ONLY JUDGE: NO SIGNATURE REQUIRED VOL: 4005 PAGE: 925 PAGE COUNT: 2
P00091	12/3/2012	VAC'T NOT'C FILED FOR GAY GUERINGER (12.24.12 - 01.02.13)

Sequence	Date Filed	Description
O00007	8/8/2012	SCHEDULING ORDER (AGREED) & DISCOVERY CONTROL PLAN JUDGE: PETER SAKAI VOL: 3914 PAGE: 2064 PAGE COUNT: 4
T00090	8/8/2012	RESET ON JURY DOCKET **PER AGD SCHDLNG ORDR**RESET 8/19/13** COURT: 288 TRIAL DATE & TIME: 6/17/2013 8:30AM
T00089	8/1/2012	SET ON MONITORING DOCKET SETTING ON M/F CONTINUANCE COURT: 225 TRIAL DATE & TIME: 8/8/2012 8:30AM
P00088	6/26/2012	VAC'T NOT'C FILED FOR MERRITT CLEMENTS (07.16.12 - 07.20.12)
P00087	6/25/2012	FIRST MOTION FOR CONTINUANCE OF AMEGY BANK NA
P00086	6/7/2012	ORIGINAL ANSWER OF AMEGY BANK NA
S00006	5/10/2012	CITATION AMEGY BANK NA ISSUED: 5/10/2012 RECEIVED: 5/15/2012 EXECUTED: 5/16/2012 RETURNED: 5/23/2012
P00085	5/9/2012	REQUEST FOR CIT PPS
P00084	5/9/2012	THIRD AMENDED ORIGINAL PETITION OF WILLIAM B OZER
P00083	5/9/2012	SERVICE ASSIGNED TO CLERK 2
P00082	4/12/2012	VAC'T NOT'C FILED FOR KARYN A MEINKE (05/18/2012)(05/25/2012) (06/07/2012 - 06/08/2012) (08/13/2012 - 08/20/2012)
O00006	1/5/2012	AGREED SCHEDULING ORDER & DISCOVERY CONTROL PLAN JUDGE: MARTHA TANNER VOL: 3787 PAGE: 2846 PAGE COUNT: 2
T00080	1/5/2012	RESET ON JURY DOCKET **PER AGD SCHDLNG ORDR**RESET 6/17/13** COURT: 285 TRIAL DATE & TIME: 12/10/2012 8:30AM
P00081	1/5/2012	LETTER FROM LORI CRUZ RE: AGD SCHDLNG ORDR
P00079	12/2/2011	VAC'T NOT'C FILED FOR GAY GUERINGER (12.23.11 - 01.02.12)
O00005	8/16/2011	ORDER GRANTING DEF TODD GOLD & REOC PARYNERS LTD'S MOTION FOR PARTIAL SUMMARY JUDGMENT JUDGE: CATHLEEN M STRYKER VOL: 3711 PAGE: 3362 PAGE COUNT: 2
O00004	8/16/2011	ORDER GRANTING DEF TODD GOLD & REOC PARTNERS LTD'S MOTIN FOR LEAVE TO LATE FILE SUMMARY JUDGMENT EVIDENCE JUDGE: CATHLEEN M STRYKER VOL: 3711 PAGE: 3360 PAGE COUNT: 2
P00077	8/4/2011	JUDGES DOCKET NOTES
P00078	8/1/2011	DEFENDANT REPLY TO PLAINTIFFS BRIEF IN RESPONSE TO LATE SUMMARY_JUDGMENT EVIDENCE
P00076	8/1/2011	REPLY TO PLAINTIFFS BRIEF IN REPOSE TO LATE SUMMARY JUDGMENT EVIDENCE OF TODD GOLD AND REOC PARTNERS LTD
P00075	7/28/2011	BRIEF IN RESPONSE TO LATE SUMMARY JUDGMENT EVIDENCE OF WILLIAM B OZER
P00074	7/21/2011	JUDGES DOCKET NOTES
P00073	7/20/2011	OBJECTIONS TO DEFENDANTS MOTION FOR LEAVE TO FILE LATE SUMMARY JDUGMENT EVIDENCE OF WILLIAM B OZER
P00072	7/20/2011	RESPONSE TO PLAINTIFFS OBJECTIONS AND OBJECTIONS TO PLAINTIFFS SUMMARY JUDGMENT EVIDENCE OF RODD GOLD AND REOC PARTNERS LTD

Sequence	Date Filed	Description
T00071	7/18/2011	MOTION FOR LEAVE TO FILE LATE SUMMARY JUDGMENT EVIDENCE
T00070	7/18/2011	NON-JURY ASSIGNED TO STRYKER COURT: 218 TRIAL DATE & TIME: 7/21/2011 8:30AM
O00003	7/6/2011	ORDER OF REFERRAL TO MEDIATION JUDGE: MARTHA TANNER VOL: 3705 PAGE: 1281 PAGE COUNT: 1
T00069	7/6/2011	MEDIATION HEARING SET COURT: 000 TRIAL DATE & TIME: 9/9/2011 12:00AM
P00068	7/6/2011	MEDIATOR ASSIGNED JOHN SPECIA
P00067	7/5/2011	RESPONSE TO MOTION FOR PARTIAL SUMMARY JUDGMENT OF WILLIAM B OZER
T00066	6/24/2011	RULE 11 AGREEMENT RESET TO 07/21/11
T00065	6/23/2011	NON-JURY RESET ON SUMMARY JUDGMENT COURT: 218 TRIAL DATE & TIME: 7/21/2011 8:30AM
T00064	6/20/2011	MOTION FOR SUMMARY JUDGMENT PARTIAL
T00063	6/20/2011	NON-JURY ***RESET TO 7/21/11*** COURT: 218 TRIAL DATE & TIME: 7/11/2011 8:30AM
T00062	6/8/2011	RESET A.D.R. DOCKET FROM 06/20/2011 COURT: 057 TRIAL DATE & TIME: 7/6/2011 8:30AM
T00061	12/27/2010	SET A.D.R. DOCKET COURT: 045 TRIAL DATE & TIME: 6/20/2011 8:30AM
T00060	12/27/2010	MOTION TO SET JURY & ADR DOCKET
T00059	12/27/2010	SET ON JURY DOCKET **RESET 12/10/12** COURT: 150 TRIAL DATE & TIME: 10/24/2011 8:30AM
P00058	12/14/2010	VAC'T NOT'C FILED FOR DIAZ, O RENE 12/17/2010-01/04/2011
P00057	12/10/2010	VAC'T NOT'C FILED FOR GUERINGER, GAY 12/23/2010-01/04/2011
P00056	10/8/2010	CERTIFICATE OF DEPOSITION OF TODD GOLD(817.00)
P00054	10/1/2010	ORDER PETITION FOR WRIT OF MANDAMUS AND ALL OTHER RELIEF SOUGHT ARE DENIED
P00051	10/1/2010	ORDER THE PETITION FOR WRIT OF MANDAMUS ANDL ALL OTHER RELIEF SOUGHT ARE DENIED
P00050	10/1/2010	LETTER FROM FOURTH COURT OF APPEALS RE: ORDER
P00046	9/27/2010	LETTER FROM FOURTH COURT OF APPEALS RE: THE PETITION FOR WRIT OF MANDAMUS AND ALL OTHER RELIEF SOUGHT ARE DENIED
P00045	9/27/2010	LETTER FROM FOURTH COURT OF APPEALS RE: RELATORS SUR REPLY BRIEF HAS BEEN RECEIVED AD FILED
P00048	9/24/2010	LETTER FORM FOURTH COURT OF APPEALS RE: MOTION FOR SANCTIONS HAS BEEN FILED
P00047	9/24/2010	ORDER RELATOR FILED A PETITION FOR WRIT OF MANDAMUS. THE RESPONDENT AND THE REAL PARTIES IN INTEREST MAY FILE A RESPONSE TO THE PETITION IN THIS COURT NO LATER THAN AUGUST 27 2010
P00049	9/23/2010	LETTER FROM FOURTH COURT OF APPEALS RE: RELATORS SUR REPLY BRIEF HAS BEEN RECEIVED AND FILED

Sequence	Date Filed	Description
P00053	9/17/2010	LETTER FROM FOURTH COURT OF APPEALS RE: RESPONSE TO MOTION FOR SANCTIONS HAS BEEN FILED
P00055	9/13/2010	LETTER FROM FOURTH COURT OF APPEALS RE: MOTION FOR SANCTIONS IN THE ABOVE STYLED AND NUMBERED CSUSE HAS BEEN FILED
P00052	9/9/2010	LETTER FROM FOURTH COURT OF APPEALS RE: THE REAL PARTY'S MOTION FOR SANCTIONS RESPONSE TO WILLIAM B OZERS PETITION FOR WRIT OF MANADAMUS APPENDIX CERTIFICATE OF COMPLIANCE HAS BEEN FILED
P00044	9/1/2010	LETTER TO DISTRICT CLERK IN RE: INTERVENTION FR PRINS LAW FIRM
P00043	9/1/2010	ORIGINAL PETITION IN INTERVENTION OF KAREN OZER
P00042	8/31/2010	LETTER FROM FOURTH COURT OF APPEALS RE: MOTION FOR SANCTIONS RESPONSE TO WILLIAM B OZERS PETITION FOR WRIT OF MANDAMUS APPENDIX CERTIFICATE OF COMPLIANCE AND 1 CD ROM HAVE THIS BEEN RECEIVED AND FILED
P00041	8/13/2010	LETTER FROM FOURTH COURT OF APPEALS RE: THE RESPONDENT AND THE REAL PARTIES IN INTEREST MAY FILE A RESPONSE TO THE PETITION IN THIS COURT NO LATER THAN AUGUST 27 2010
P00040	8/6/2010	LETTER FROM FOURTH COURT OF APPEALS RE; PETITION FOR WRIT OF MANDAMUS AND MANDAMUS RECORD HAAS BEEN FILED
P00039	8/4/2010	LETTER FROM FOURTH COURT OF APPEALS RE:RELATORS PETITION OF MANDAMUS AND MANDAMUS RECORD HAS BEEN FILED
P00038	7/28/2010	LETTER TO DINAH GAINES FR 4TH COURT OF APPEALS RE: ENCLOSED ORDER
P00035	7/28/2010	MEMORANDUM OPINION FORM 4TH COURT OF APPEALS PETITION FOR WRIT OF MANDAMUS IS DENIED
P00037	7/27/2010	LETTER FR 4TH COURT OF APPEALS TO DINAH GAINES RE: PETITION FOR WRIT OF MANDAMUS AND WRIT OF MANDAMUS RECORD HAS BEEN FILED
P00036	7/27/2010	LETTER TO DINAH GAINES FR 4TH COURT OF APPEALS RE: ENCLOSED ORDER
O00002	7/8/2010	ORDER GRANTING MOTION TO EXPUNGE LIS PENDENS JUDGE: JANET LITTLEJOHN VOL: 3528 PAGE: 982 PAGE COUNT: 2
T00030	7/8/2010	NON-JURY SETTING ON MT TO EXPUNGE LIS PENDENS *JDG LITTLEJOHN* COURT: 218 TRIAL DATE & TIME: 7/8/2010 8:30AM
P00033	7/8/2010	HEARING/TRIAL CRT REPORTER ASSIGNED VICTORIA GWYNN 150TH DC
P00032	7/8/2010	JUDGES DOCKET NOTES
P00031	7/8/2010	SECOND AMENDED ORIGINAL PETITION OF WILLIAM B OZER
T00034	7/7/2010	NON-JURY SETTING ON MT TO EXPUNGE LIS PENDENS *JDG LITTLEJOHN* COURT: 218 TRIAL DATE & TIME: 7/8/2010 8:30AM
P00029	7/7/2010	MOTION FOR CONTINUANCE OF WILLIAM B OZER

Sequence	Date Filed	Description
P00028	6/29/2010	RESPONSE TO PLAINTIFF'S AMENDED MOTION TO COMPEL PRODUCTION OF DOCUMENTS OF TODD GOLD TWO SEVENTY SEVEN GP LLC. 633-4S LP, LLC LL&R CORNERSTONE GP LLC AND REOC PARTNERS LTD
P00027	6/29/2010	HEARING/TRIAL CRT REPORTER ASSIGNED CATHY KERNODLE
P00026	6/29/2010	JUDGES DOCKET NOTES
T00025	6/22/2010	AMENDED MOTION TO COMPEL PRODUCTION OF DOCUMENTS
T00024	6/22/2010	NON-JURY ASSIGNED TO JUDGE PEDEN COURT: 218 TRIAL DATE & TIME: 6/29/2010 8:30AM
T00023	6/18/2010	MOTION TO EXPUNGE LIS PENDENS
T00022	6/18/2010	NON-JURY *DROP/830* COURT: 218 TRIAL DATE & TIME: 7/9/2010 8:30AM
T00021	6/17/2010	MOTION TO COMPEL PRODUCTION OF DOCUMENTS
T00020	6/17/2010	NON-JURY ASSIGNED TO JUDGE PEDEN COURT: 218 TRIAL DATE & TIME: 6/29/2010 8:30AM
P00019	6/9/2010	NOTICE OF FILING OF AFFIDAVIT OF TOSS A GOLD IN SUPPORT OF MOTION TO QUASH MOTION FOR PROTECTIVE ORDER AND NOTICE OF AND FORMAL OBJECTIONS TO DEPOSITION ON WRITTEN QUESTIONS TO ALLEN BOONE HUMPHRIS ROBINSON LLP BENCHMARK HOMES DJL VENTURES INC LENNAT CORP KELLY LEACH PATE ENGINEERS AMEGY BANK AND INTERNATIONAL BANK OF COMMERCE
P00017	6/1/2010	ORIGINAL COUNTERCLAIM FOR DECLARATORY RELIEF OF TWO SEVENTY SEVEN GP LLC AND LL&R CORNERSTORE GP LLC ORIGINAL COUNTERCLAIM FOR DECLARATORY RELIEF
P00018	5/27/2010	CERTIFICATE OF DEPOSITION OF WILLIAM B OZER (1651.85)
P00016	5/21/2010	ORIGINAL SUPPLEMENTAL MOTION TO QUASH MOTION FOR PROTECTIVE ORDER AND NOTICE OF AND FORMAL OBJECTIONS TO DEPOSITION ON WRITTEN QUESTIONS TO AMEGY BANK AND INTERNATIONAL BANK OF COMMERCE
P00015	5/12/2010	ACKNOWLEDGMENT OF UNDERSTANDING AND AGREEMENT TO BE BOUND
O00001	5/6/2010	PROTECTIVE ORDER JUDGE: LARRY NOLL VOL: 3496 PAGE: 2243 PAGE COUNT: 9
P00014	5/6/2010	LETTER TO DISTRICT CLERK FROM LORI CRUZ RE: ORIGINAL AND COPY OF PROTECTIVE ORDER
P00013	5/6/2010	MOTION TO QUASH MOTION FOR PROTECTIVE ORDER AND NOTICE OF AND FORMAL OBJECTIONS TO DEPOSITION ON WRITTEN QUESTIONS TO AMEGY BANK AND INTERNATIONAL BANK OF COMMERCE
P00012	3/8/2010	MOTION TO QUASH MOTION FOR PROTECTION AND OBJECTIONS TO DISCOVERY SUBPOENA
P00011	2/23/2010	VAC'T NOT'C FILED FOR GUERINGER, GAY 03/01/2010-03/08/2010
P00010	2/22/2010	MOTION TO QUASH MOTION FOR PROTECTIVE ORDER AND NOTICE OF AND FORMAL OBJECTIONS TO DEPOSITION ON WRITTEN QUESTIONS TO ALLEN BOONE HUMPHRIES ROBINSON LLP BENCHMARK HOMES DJL VENTURES INC LENNAR CORP KELLY LEACH AND PATE ENGINEERS

Sequence	Date Filed	Description
P00009	2/18/2010	MOTION TO QUASH AND MOTION FOR PROTECTIVE FROM DISCOVERY SUBPOENA OF DJL VENTURES INC
P00008	2/15/2010	ORIGINAL ANSWER VERIFIED DENIALS AND AFFIRMATIVE DEFENSES OF TODD GOLD TWO SEVENTY SEVEN GP LLC 633-4S GP LLC LL&R CORNERSTONE GP LLC AND REOC PARTNERS LTD
P00007	1/27/2010	RULE 11 AGREEMENT
P00006	1/20/2010	FIRST AMENDED ORIGINAL PETITION OF WILLIAM B OZER
P00005	12/23/2009	VAC'T NOT'C FILED FOR GUERINGER, GAY 12/24/2009-01/04/2010
S00005	11/17/2009	CITATION LL & R CORNERSTONE GP LLC ISSUED: 11/17/2009 RECEIVED: 11/17/2009 EXECUTED: 11/18/2009 RETURNED: 11/18/2009
S00004	11/17/2009	CITATION 633-4S GP LLC ISSUED: 11/17/2009 RECEIVED: 11/17/2009 EXECUTED: 11/18/2009 RETURNED: 11/18/2009
S00003	11/17/2009	CITATION TWO SEVENTY SEVEN GP LLC ISSUED: 11/17/2009 RECEIVED: 11/17/2009 EXECUTED: 11/18/2009 RETURNED: 11/18/2009
S00002	11/17/2009	CITATION TODD GOLD ISSUED: 11/17/2009 RECEIVED: 11/17/2009 EXECUTED: 11/18/2009 RETURNED: 11/18/2009
S00001	11/17/2009	CITATION REOC PARTNERS LTD ISSUED: 11/17/2009 RECEIVED: 11/17/2009 EXECUTED: 11/18/2009 RETURNED: 11/18/2009
P00004	11/16/2009	JURY DEMAND JURY FEE PAID
P00003	11/16/2009	SERVICE ASSIGNED TO CLERK 1
P00002	11/16/2009	LETTER TO DISTRICT CLERK FROM TRISH TAMEZ RE: 5CITS PPS W/JD
P00001	11/16/2009	PLAINTIFF'S ORIGINAL PETITION

EXHIBIT B-2

☐ Case Search ☐ Document Search

Case No.:

Partial Case No.:

☐ Both ☐ Civil ☐ Criminal

Inactive Cases

☐ Exclude

Date Filed

to

Style

v.

Attorney or Bar No:

(Name/Bar No.)

Trial Court Case No:

2009CI18567

Originating COA:

- Select -

:

Trial Court County:

- Select -

Trial Court:

- Select -

☐ All Courts☒ Supreme Court ☐ 7th Court☐ Criminal Appeals ☐ 8th Court☐ 1st Court ☐ 9th Court☐ 2nd Court ☐ 10th Court☐ 3rd Court ☐ 11th Court☐ 4th Court ☐ 12th Court☐ 5th Court ☐ 13th Court☐ 6th Court ☐ 14th Court

Search

Clear Search

Case Search Help

Re-sort your search results by clicking on the column titles.

1										0 items in 1 pages	
Case Number	Date Filed	Style	v.	Case Type	COA Case Number	Trial Court Case Number	Trial Court County	Trial Court	Appellate Court		
Your search found no results. Try broadening your search criteria.											
1										0 items in 1 pages	

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Also, note that neither TCO nor OCA have or maintain records on individual trial court cases but we maintain the following list of searchable county systems. You would need to contact the court **DIRECTLY** for specific case information, see our online Judicial Directory [or view pdf version] for contact information.

To view or print PDF files you must have the Adobe Acrobat® reader. This software may be obtained without charge from Adobe. Download the reader from the Adobe Web site.

EXHIBIT B-3

No information was found that matched the search criteria entered.

PACER Service Center			
Transaction Receipt			
11/03/2016 15:43:17			
PACER Login:	dg3445:3665736:0	Client Code:	1393.02
Description:	Search	Search Criteria:	Last Name: Ozer First Name: William
Billable Pages:	1	Cost:	0.10

EXHIBIT B-4

☐ Case Search ☐ Document Search

☐ All Courts

- ☐ Supreme Court ☐ 7th Court
☐ Criminal Appeals ☐ 8th Court
☐ 1st Court ☐ 9th Court
☐ 2nd Court ☐ 10th Court
☐ 3rd Court ☐ 11th Court
☒ 4th Court ☐ 12th Court
☐ 5th Court ☐ 13th Court
☐ 6th Court ☐ 14th Court

Case No.:

Partial Case No.:

☐ Both ☐ Civil ☐ Criminal

Inactive Cases

☐ Exclude

Date Filed

Style

to

v.

Attorney or Bar No:

(Name/Bar No.)

Trial Court Case No:

2009CI18567

Originating COA:

- Select -

Trial Court County:

- Select -

Trial Court:

- Select -

Search

Clear Search

Case Search Help

Re-sort your search results by clicking on the column titles.

[Export to Excel](#) [Export to PDF](#)

1									
2 items in 1 pages									
Case Number	Date Filed	Style	v.	Case Type	COA Case Number	Trial Court Case Number	Trial Court County	Trial Court	Appellate Court
04-10-00567-CV	8/2/2010	In re William B. Ozer, Relator		Mandamus/		2009-CI-18567	Bexar	150th Judicial District Court	COA04
04-10-00527-CV	7/19/2010	In re William B. Ozer, Relator		Mandamus/		2009-CI-18567	Bexar	150th Judicial District Court	COA04
1									
2 items in 1 pages									

NOTE: This information is compiled and made available as a public service by The Supreme Court of Texas, the Texas Court of Criminal Appeals and the Courts of Appeals. However, these courts make no warranty as to the accuracy, reliability, or completeness of the information and are not responsible for any errors or omissions or for results obtained from the use of the information. Distribution of the information does not constitute such a warranty. Use of the information is the sole responsibility of the user.

Also, note that neither TCO nor OCA have or maintain records on individual trial court cases but we maintain the following list of searchable county systems. You would need to contact the court **DIRECTLY** for specific case information, see our online Judicial Directory [or view pdf version] for contact information.

To view or print PDF files you must have the Adobe Acrobat® reader. This software may be obtained without charge from Adobe. Download the reader from the Adobe Web site.

CASE: 04-10-00567-CV

DATE FILED: 08/02/2010

CASE TYPE: MANDAMUS/PROHIBITION

STYLE: IN RE WILLIAM B. OZER, RELATOR

V.:

ORIG PROC: YES

TRANSFER FROM:

TRANSFER IN:

TRANSFER CASE:

TRANSFER TO:

TRANSFER OUT:

PUB SERVICE: WEST PUBLISHING

APPELLATE BRIEFS

DATE	EVENT TYPE	DESCRIPTION	DOCUMENT
08/27/2010	APPENDIX FILED	REAL PARTY IN INTEREST	
08/02/2010	PETITION FOR WRIT OF MANDAMUS FILED	RELATOR	

CASE EVENTS

DATE	EVENT TYPE	DISPOSITION	DOCUMENT
09/29/2010	MEMORANDUM OPINION ISSUED	MOTION OR WRIT DENIED	[PDF/164 KB] MEMORANDUM OPINION
09/29/2010	SUBMITTED		
09/29/2010	SET FOR SUBMISSION ON BRIEFS		
09/24/2010	CASE READY TO BE SET		
09/24/2010	INTERNAL MEMO		
09/24/2010	PETITION FOR WRIT OF MANDAMUS DISPOSED		
09/24/2010	ORDER ENTERED		
09/22/2010	REPLY TO RESPONSE OR MOTION FILED		
09/14/2010	REPLY TO RESPONSE OR MOTION FILED		
09/09/2010	RESPONSE FILED		
08/27/2010	FEE PAID		
08/27/2010	LETTER FILED		
08/27/2010	APPENDIX FILED		
08/27/2010	RESPONSE FILED		
08/27/2010	MOTION FILED		
08/12/2010	ORDER ENTERED		
08/02/2010	FEE PAID		
08/02/2010	RECORD FILED		
08/02/2010	PETITION FOR WRIT OF MANDAMUS FILED		

CALENDARS

SET DATE	CALENDAR TYPE	REASON SET
09/27/2016	RETENTION	DATE CIVIL CASE WILL BE DESTROYED (6 YRS AFTER MANDATE)
09/29/2010	CASE STORED	CASE STORED

PARTIES

TRIAL COURT INFORMATION

COURT: 150TH JUDICIAL DISTRICT COURT

COUNTY: BEXAR

COURT JUDGE: HONORABLE JANET P. LITTLEJOHN

COURT CASE: 2009-CI-18567

COURT REPORTER:

PUNISHMENT:

CASE: 04-10-00527-CV

DATE FILED: 07/19/2010

CASE TYPE: MANDAMUS/PROHIBITION

STYLE: IN RE WILLIAM B. OZER, RELATOR

V.:

ORIG PROC: YES

TRANSFER FROM:

TRANSFER IN:

TRANSFER CASE:

TRANSFER TO:

TRANSFER OUT:

PUB SERVICE: WEST PUBLISHING

APPELLATE BRIEFS

DATE	EVENT TYPE	DESCRIPTION	DOCUMENT
07/19/2010	PETITION FOR WRIT OF MANDAMUS FILED	RELATOR	

CASE EVENTS

DATE	EVENT TYPE	DISPOSITION	DOCUMENT
07/28/2010	MEMORANDUM OPINION ISSUED	MOTION OR WRIT DENIED	[PDF/168 KB] MEMORANDUM OPINION
07/28/2010	SUBMITTED		
07/28/2010	SET FOR SUBMISSION ON BRIEFS		
07/23/2010	INTERNAL MEMO		
07/23/2010	CASE READY TO BE SET		
07/23/2010	PETITION FOR WRIT OF MANDAMUS DISPOSED	MOTION OR WRIT DENIED	
07/23/2010	ORDER ENTERED		
07/19/2010	FEE PAID		
07/19/2010	RECORD FILED		
07/19/2010	PETITION FOR WRIT OF MANDAMUS FILED		

CALENDARS

SET DATE	CALENDAR TYPE	REASON SET
07/26/2016	RETENTION	DATE CIVIL CASE WILL BE DESTROYED (6 YRS AFTER MANDATE)
07/28/2010	CASE STORED	CASE STORED

PARTIES

PARTY	PARTYTYPE	REPRESENTATIVE
LITTLEJOHN, JANET P.	RESPONDENT	
TWO SEVENTY SEVEN GP, LLC AND 633-4S GP, LLC	REAL PARTY IN INTEREST	GAY GUERINGER
OZER, WILLIAM B.	RELATOR	TODD A. PRINS NATHAN GREGORY ROACH

TRIAL COURT INFORMATION

COURT: 150TH JUDICIAL DISTRICT COURT

COURT CASE: 2009-CI-18567

COURT REPORTER:

PUNISHMENT:

EXHIBIT B-5

Case Selection Page

Case Number Title	Opening Date	Party	Last Docket Entry	Originating Case Number Origin
97-50530 Leininger v. Questar Publishers	07/01/1997	James R. Leininger	01/07/1998 08:45:00	0542-5 : SA-93-CV-381 Western District of Texas, San Antonio

Note:

- * Click on Case No. to get Case Summary
- * Click on Short Title to get Case Query
- * Click on Originating Case No. to get Case Summary for Originating Case

PACER Service Center			
Transaction Receipt			
5th Circuit - Appellate - 11/03/2016 17:29:09			
PACER Login:	dg3445:3665736:0	Client Code:	1393.02
Description:	Case Selection Table	Search Criteria:	Name: James R. Leininger (pty)
Billable Pages:	1	Cost:	0.10

If you view the [Full Docket](#) you will be charged for 1 Pages \$0.10

General Docket
United States Court of Appeals for the 5th Circuit

Court of Appeals Docket #: 97-50530

Docketed: 07/01/1997

Nature of Suit: 3840 Trademark

Termed: 01/05/1998

Leininger v. Questar Publishers

Appeal From: Western District of Texas, San Antonio

Fee Status: Fee Paid

Case Type Information:

- 1) Private Civil Federal
- 2) Private
- 3)

Originating Court Information:

District: 0542-5 : [SA-93-CV-381](#)

Originating Judge: H. F. Garcia, U.S. District Judge

Date Filed: 05/14/1993

Date NOA Filed:

06/18/1997

Date Rec'd COA:

06/30/1997

08/20/1997	Agreed Motion filed by Appellant Questar Pblsh Inc to stay briefing schedule pending settlement [718968-1]. [97-50530] (AGL)
08/25/1997	CLERK Order filed granting agreed motion to stay the briefing schedule pending settlement [718968-1]. Stay Follow-up due on 11/2/97 . Copies to all counsel. [97-50530] (IF CASE IS NOT SETTLED, CONTACT COUNSEL AND FIND OUT IF THEY WILL FILE FURTHER STAY OR IF BRIEFING SHOULD BE RESUMED.) (AGL)
08/25/1997	Briefing notice dated 7/25/97 suspended. [97-50530] A/Pet's Brief ddl canceled. (AGL)
11/07/1997	Joint motion filed by Appellant Questar Pblsh Inc, Appellee James R Leininger to stay case in 5cca [780086-1] . settlement [97-50530] (Former Employee)
11/10/1997	CLERK Order filed granting joint motion of the parties to further stay case, to and including 11/15/97. [780086-1] Stay Follow-up due on 11/15/97. Copies to all counsel. [97-50530] (IF CASE HAS NOT SETTLED, CALL COUNSEL AND SEE IF THEY WILL FILE MOTION FOR FURTHER STAY OR IF BRIEFING SHOULD BE RESUMED.) (AGL)
11/21/1997	Briefing notice resumed. [97-50530] A/Pet's Brief due on 12/31/97 for Questar Pblsh Inc. (AGL)
01/02/1998	Record on appeal returned to 5CCA. Volumes: 6 [97-50530] (AGL)
01/05/1998	Motion filed by Appellant Questar Pblsh Inc to dismiss appeal pursuant to Rule 42 [827343-1] [97-50530] (AGL)
01/05/1998	CLERK Order filed granting motion of appellant to dismiss appeal per FRAP 42. [827343-1] Copies to all counsel. [97-50530] (Former Employee)
01/05/1998	Record on appeal returned to USDC. Volumes: 6 Exhibits: 1 box SEALED: 1 env. [97-50530] (Former Employee)

PACER Service Center			
Transaction Receipt			
5th Circuit - Appellate - 11/03/2016 17:29:38			
PACER Login:	dg3445:3665736:0	Client Code:	1393.02
Description:	Case Summary	Search Criteria:	97-50530
Billable Pages:	1	Cost:	0.10

General Docket
United States Court of Appeals for the 5th Circuit

Court of Appeals Docket #: 97-50530**Docketed:** 07/01/1997**Nature of Suit:** 3840 Trademark**Termed:** 01/05/1998

Leininger v. Questar Publishers

Appeal From: Western District of Texas, San Antonio**Fee Status:** Fee Paid**Case Type Information:**

- 1) Private Civil Federal
- 2) Private
- 3)

Originating Court Information:**District:** 0542-5 : [SA-93-CV-381](#)**Originating Judge:** H. F. Garcia, U.S. District Judge**Date Filed:** 05/14/1993**Date NOA Filed:**

06/18/1997

Date Rec'd COA:

06/30/1997

Prior Cases:

None

Current Cases:

None

Panel Assignment: Not available

JAMES R. LEININGER
 Plaintiff - Appellee

R. Laurence Macon
 Direct: 210-281-7222
 Email: lmacon@akingump.com
 Fax: 210-224-2035
 [COR LD NTC Retained]
 Akin Gump Strauss Hauer & Feld, L.L.P.
 Suite 1500
 300 Convent Street
 NationsBank Plaza
 San Antonio, TX 78205

Charles W. Hanor
 Direct: 210-829-2002
 Email: trademarks@hanor.com
 Fax: 210-829-2001
 [COR NTC Retained]
 Hanor Law Firm, P.C.
 750 Rittiman Road
 San Antonio, TX 78209

v.

QUESTAR PUBLISHERS, INCORPORATED
 Defendant - Appellant

Lawrence Irwin Zinn
 Direct: 210-735-4611
 Email: larry.zinn@prodigy.net
 Fax: 210-732-8392
 [COR LD NTC Retained]
 Law Office of Larry Zinn
 126 W. Hollywood
 San Antonio, TX 78212-0000

Ted D. Lee
 Direct: 210-886-9500
 Email: tedlee@gunn-lee.com
 Fax: 210-886-9883
 [COR NTC Retained]
 Gunn, Lee & Cave, P.C.
 Suite 1500
 300 Convent Street
 San Antonio, TX 78205

JAMES R. LEININGER,

Plaintiff - Appellee

v.

QUESTAR PUBLISHERS, INCORPORATED,

Defendant - Appellant

07/01/1997	<input type="checkbox"/>	Private civil federal case docketed. NOA filed by Appellant Questar Pblsh Inc. [97-50530] (Former Employee)
07/01/1997	<input type="checkbox"/>	Record requested from district court. [97-50530] ROA due on 7/16/97 . (Former Employee)
07/14/1997	<input type="checkbox"/>	Record on appeal filed. Pleadings: 6 vols. Exhibits: 1 box (documentaries) SEALED: 1 env. Doc. #91. [97-50530] ROA ddl satisfied. (Former Employee)
07/14/1997	<input type="checkbox"/>	Appearance form filed by Lawrence Irwin Zinn for Appellant Questar Pblsh Inc. [97-50530] (AGL)
07/17/1997	<input type="checkbox"/>	Appearance form filed by R Laurence Macon for Appellee James R Leininger, Charles W Hanor for Appellee James R Leininger. [97-50530] (AGL)
07/18/1997	<input type="checkbox"/>	Appearance form filed by Ted D Lee for Appellant Questar Pblsh Inc. [97-50530] (Former Employee)
07/25/1997	<input type="checkbox"/>	Briefing notice issued. [97-50530] A/Pet's Brief due on 9/3/97 for Questar Pblsh Inc . (Former Employee)
07/25/1997	<input type="checkbox"/>	Record on appeal released to attorney Lawrence Irwin Zinn for Appellant Questar Pblsh Inc . Volumes: 6 . [97-50530] (Former Employee)
08/20/1997	<input type="checkbox"/>	Agreed Motion filed by Appellant Questar Pblsh Inc to stay briefing schedule pending settlement [718968-1]. [97-50530] (AGL)
08/25/1997	<input type="checkbox"/>	CLERK Order filed granting agreed motion to stay the briefing schedule pending settlement [718968-1]. Stay Follow-up due on 11/2/97 . Copies to all counsel. [97-50530] (IF CASE IS NOT SETTLED, CONTACT COUNSEL AND FIND OUT IF THEY WILL FILE FURTHER STAY OR IF BRIEFING SHOULD BE RESUMED.) (AGL)
08/25/1997	<input type="checkbox"/>	Briefing notice dated 7/25/97 suspended. [97-50530] A/Pet's Brief ddl canceled. (AGL)
11/07/1997	<input type="checkbox"/>	Joint motion filed by Appellant Questar Pblsh Inc, Appellee James R Leininger to stay case in 5cca [780086-1] . settlement [97-50530] (Former Employee)
11/10/1997	<input type="checkbox"/>	CLERK Order filed granting joint motion of the parties to further stay case, to and including 11/15/97. [780086-1] Stay Follow-up due on 11/15/97. Copies to all counsel. [97-50530] (IF CASE HAS NOT SETTLED, CALL COUNSEL AND SEE IF THEY WILL FILE MOTION FOR FURTHER STAY OR IF BRIEFING SHOULD BE RESUMED.) (AGL)
11/21/1997	<input type="checkbox"/>	Briefing notice resumed. [97-50530] A/Pet's Brief due on 12/31/97 for Questar Pblsh Inc. (AGL)
01/02/1998	<input type="checkbox"/>	Record on appeal returned to 5CCA. Volumes: 6 [97-50530] (AGL)
01/05/1998	<input type="checkbox"/>	Motion filed by Appellant Questar Pblsh Inc to dismiss appeal pursuant to Rule 42 [827343-1] [97-50530] (AGL)
01/05/1998	<input type="checkbox"/>	CLERK Order filed granting motion of appellant to dismiss appeal per FRAP 42. [827343-1] Copies to all counsel. [97-50530] (Former Employee)
01/05/1998	<input type="checkbox"/>	Record on appeal returned to USDC. Volumes: 6 Exhibits: 1 box SEALED: 1 env. [97-50530] (Former Employee)

☒ Documents and Docket Summary☐ Documents Only☐ Include Page NumbersSelected Pages: Selected Size:

PACER Service Center			
Transaction Receipt			
5th Circuit - Appellate - 11/03/2016 17:30:07			
PACER Login:	dg3445:3665736:0	Client Code:	1393.02
Description:	Docket Report (full)	Search Criteria:	97-50530
Billable Pages:	1	Cost:	0.10

No case found with the search criteria:

Name: Ozer, William (pty)

PACER Service Center			
Transaction Receipt			
5th Circuit - Appellate - 11/03/2016 17:26:18			
PACER Login:	dg3445:3665736:0	Client Code:	1393.02
Description:	Case Selection Table	Search Criteria:	Name: Ozer, William (pty)
Billable Pages:	1	Cost:	0.10

EXHIBIT B-6

No case found with the search criteria:

Name: Ozer, William (pty)

PACER Service Center			
Transaction Receipt			
7th Circuit Court of Appeals - 11/03/2016 17:25:35			
PACER Login:	dg3445:3665736:0	Client Code:	1393.02
Description:	Case Selection Table	Search Criteria:	Name: Ozer, William (pty)
Billable Pages:	1	Cost:	0.10

No case found with the search criteria:

Name: Leininger, James (pty)

PACER Service Center			
Transaction Receipt			
7th Circuit Court of Appeals - 11/03/2016 17:30:41			
PACER Login:	dg3445:3665736:0	Client Code:	1393.02
Description:	Case Selection Table	Search Criteria:	Name: Leininger, James (pty)
Billable Pages:	1	Cost:	0.10

EXHIBIT B-7

No information was found that matched the search criteria entered.

PACER Service Center			
Transaction Receipt			
11/03/2016 15:58:09			
PACER Login:	dg3445:3665736:0	Client Code:	1393.02
Description:	Search	Search Criteria:	Last Name: Ozer First Name: William
Billable Pages:	1	Cost:	0.10

EXHIBIT B-8



Case #2016CI16158

Name: TODD A PRINS

Date Filed : 09/19/2016

Case Status : PENDING

Litigant Type : PROPIA PERSONA

Court : 166

Docket Type : DIVORCE W/CHILDREN

Business Name :

Style : TODD A PRINS

Style (2) : vs PAULA R PRINS

Case History

Currently viewing 1 through 1 of 1 records

Sequence	Date Filed	Description
P00001	9/19/2016	PETITION