

2016-13749A / Court: 055

Cause No. 2016-13749

Thim T. Nguyen, et al.,
Plaintiffs

v.

Mikal Watts, et al.,
Defendants

**William “Max” Duncan, Jr. and
Duncan Litigation Investments, LLC**
Cross-Plaintiffs

v.

Robert C. Hilliard and HMG, LLP
Cross-Defendants

In the District Court of

Harris County, Texas

55th Judicial District

**Duncan’s and DLI’s First Amended
Original Cross-Petition and Request for Disclosure**

Cross-Plaintiffs William “Max” Duncan, Jr. and Duncan Litigation Investments, LLC file this First Amended Original Cross-Petition and Request for Disclosure:

Rule 47 Disclosure

1. Cross-Plaintiffs seek monetary relief in excess of \$1,000,000.

Jurisdiction and Venue

2. Cross-Plaintiffs seek damages within the jurisdictional limits of the Court.
3. Venue is proper in this Court as it is a cross-claim that is transactional-related to the above-captioned suit. Tex. Civ. Prac. & Rem. § 15.062(b).

Parties

4. Cross-Plaintiff William “Max” Duncan, Jr. (“Duncan”) is a resident of Kerr County, Texas.
5. Cross-Plaintiff Duncan Litigation Investments, LLC is a Texas limited liability

company with its principal place of business in Nueces County, Texas.

6. Cross-Defendant Robert C. Hilliard (“Hilliard”) is a resident of Nueces County, Texas.

7. Cross-Defendant HMG, LLP (“HMG”) is a Texas limited partnership with its principal place of business in Nueces County, Texas

Background

8. Cross-Defendant Robert Hilliard sometimes operates as a plaintiffs’ mass-tort lawyer. When the BP oil spill occurred in the Gulf of Mexico in April 2010 (the “BP Oil Spill”), Hilliard saw an opportunity to make millions of dollars using other people’s money.

9. But before he could make any money off the BP Oil Spill disaster, Hilliard needed clients and to bring claims on those clients’ behalf. Hilliard knew exactly how to do both with virtually no effort or expense on his part. Hilliard approached Mikal Watts just weeks after the BP Oil Spill. Hilliard suggested that (1) Hilliard would decide how to acquire thousands of clients in a short time, (2) Watts handle the actual litigation of those clients’ claims, and (3) Watts and Hilliard evenly split the expenses and resulting fees. Watts agreed.

10. The first step of the scheme was for Hilliard to figure-out how to sign-up thousands of clients in a short time. Hilliard knew exactly how to do this: paying so-called “case runners” to engage in criminal barratry—that is, illegally approaching, soliciting, and signing-up clients.

11. In fact, by the time of the BP Oil Spill, Hilliard was a veteran in this type of scheme. For example, Hilliard had previously used case runners (several of whom had criminal records themselves) to commit barratry by illegally soliciting tens of thousands of clients claiming to be

victims of formaldehyde exposure from FEMA-supplied trailers after Hurricane Katrina.¹ On another occasion, Hilliard had used those same case runners to commit barratry by illegally soliciting thousands of clients claiming to be victims of discriminatory practices of the United States Department of Agriculture.² In each of these prior cases, the case runners illegally delivered thousands of potential clients to Hilliard.

12. Hilliard turned to these same case runners in the BP Oil Spill litigation. To entice them, Hilliard agreed to reimburse those runners' expenses plus pay an illegal fee of \$250 for each client the case runners signed-up. But paying case runners to solicit tens of thousands of clients gets expensive quickly. To meet his obligation of paying half of the total expenses, Hilliard needed cash and he needed it quickly.

13. Duncan was a family friend of Hilliard. Duncan was not an attorney and had no familiarity with mass tort litigation. He was both trustworthy and someone who tended to take others at their word. Duncan had a reputation as someone who helped his friends, if and when he could, even if it hurt.

14. Beginning in the late spring and early summer of 2010, Hilliard targeted Duncan and defrauded him out of approximately \$6 million by offering Duncan an opportunity to invest in Hilliard's BP Oil Spill litigation. Hilliard assured Duncan that this investment had little or no risk, and there was "absolutely no way [Duncan] would lose money."

15. To pitch his investment, Hilliard claimed that Watts had put the entire BP litigation scheme into motion and approached Hilliard only to obtain funding. According to Hilliard, he and

¹ *FEMA Trailer Products Liability Litigation*, MDL No. 1873, United States District Court for the Eastern District of Louisiana.

² *In Re Black Farmers Discrimination Litigation*, Misc. No. 08-mc-0511 (PLF), United States District Court for the District of Columbia.

Watts represented thousands of victims of the BP Oil Spill. According to Hilliard, the BP Oil Spill was the *perfect tort*: BP could barely defend liability and faced huge exposure to punitive damages. Additionally, BP had plenty of resources to fully compensate the spill victims and was under immense pressure to do so and thereby remove the cloud on its stock prices. Even better, Hilliard touted his and Watts' experience and qualifications to effectively represent and litigate the tens of thousands of claims.

16. According to Hilliard, the only thing standing between him and this rich gold mine was that he needed \$6 million from Duncan to fund the litigation costs—*i.e.*, for things like filing fees and discovery costs. But there was a catch: time was of the essence for Hilliard (and, by extension, Duncan) to come up with the money. According to Hilliard, if he could not come up with this money soon, Hilliard said Watts would turn to other funding sources and cut him out of the deal.

17. Hilliard's sales pitch was filled with misrepresentations and omissions. Watts didn't approach Hilliard with an already-existing litigation docket; Hilliard masterminded the whole thing before he contacted Watts. Neither Watts nor Hilliard represented thousands of clients; they represented none.³ More fundamentally, this was not a "no risk" investment in a can't-lose lawsuit. Rather, at its core, the "investment" was really a criminal barratry program using criminal case runners. This meant that 100% of the attorney's fees payable to Hilliard would be subject to forfeiture as illegal and unethical (either because those fees would have been for fake clients/clients obtained by barratry or because Hilliard lacked the paperwork or consents to share fees paid to Watts). Worse, participation in Hilliard's scheme (even as a silent investor with little information

³ Watts at least purported to have clients and engagement agreements. Hilliard never had any. Thus, even if Watts actually had valid and enforceable engagement agreements with real clients, he would not have been legally able to share fees with Hilliard due to the lack of proper consents and documentation.

and no influence) would expose Duncan to the risk of civil and criminal liability, public humiliation, and the complete loss of Duncan's investment. Had Hilliard told Duncan the truth, Duncan would have refused the investment, refused to sign any of Hilliard's documents documenting their deal, and abandoned any interest in doing business with Hilliard in the future.

18. Instead, the *only* risk Hilliard identified was whether Duncan could legally make the investment without violating fee-splitting rules. Hilliard promised to figure that issue out—but there was a catch. Hilliard needed money immediately to “join” Watts’ team, so he didn’t have the luxury of waiting to figure out how to structure Duncan’s investment. Hilliard pitched Duncan the following: first, Duncan would immediately begin paying Hilliard for expenses. If Hilliard determined how to legally structure Duncan’s investment, Hilliard would roll that amount into whatever investment vehicle Hilliard conceived. If Hilliard determined that Duncan could not legally invest, Hilliard would treat the money paid as a personal loan and repay it to Duncan.

19. Duncan accepted Hilliard’s offer (thus entering into their “Oral Investment Agreement”). True to his word, Duncan paid Hilliard a total of \$3.875 million before the end of June 2010.

20. With Duncan’s \$3.875 million in hand, Hilliard presented Duncan a contract entitled Litigation Investment Agreement (the “Written Investment Agreement”) which defined how Duncan would pay the remaining \$2.125 million and what interest he would receive in the proceeds of the BP Oil Spill litigation.

21. Per Hilliard’s advice, Duncan created a wholly-owned single-purpose entity, Cross-Plaintiff Duncan Litigation Investments, LLC (“DLI”). DLI, Hilliard, and Hilliard’s firm (Cross-Defendant HMG) then executed the Written Investment Agreement. Under the Written Investment Agreement, DLI was obligated to contribute up to \$6 million for expenses incurred in

Hilliard/HMG's BP litigation. The \$3.875 million Duncan loaned to Hilliard under the Oral Investment Agreement would be credited against DLI's \$6 million obligation, thereby absolving Hilliard's obligation to repay Duncan's personal loan to Hilliard. In exchange, Duncan (through DLI) would receive 50% of Hilliard/HMG's attorneys' fees earned as a result of the litigation.

22. The Written Investment Agreement also made some important false representations: that Hilliard and HMG (1) had "been engaged to represent clients" for suits regarding the BP Oil Spill litigation and (2) had contingency fee contracts with those clients. Hilliard knew that neither both were false: neither he nor HMG had been engaged to represent a single such client.

23. Had Duncan known the truth (*i.e.*, Hilliard needed Duncan's \$6 million to pay case runners to engage in criminal barratry, neither Hilliard nor HMG had been hired by any clients, and neither Hilliard nor HMG had any contingency fee contracts with any clients), he would have refused to enter into either the Oral Investment Agreement or the Written Investment Agreement. He would have run.

24. Instead, Hilliard made sure that Duncan did not know the truth. In reliance on Hilliard's representations, Duncan signed the Written Investment Agreement in early July 2010 and paid the rest of the \$6 million by October of that year.

25. Duncan lost every penny, and so much more.

26. As would any case built on fake clients, the BP litigation quickly began to sputter. Through his periodic updates, Duncan learned that the Gulf Coast Claims Facility (the "GCCF") administering BP claims was unsatisfied with Watts' and Hilliard's submissions. According to Hilliard, this was because the contractors had compiled incomplete information from the clients. Hilliard told Duncan that remedying this would require sending those contractors back out to

collect better information. These return trips would be costly, and the mounting expenses caused Duncan (through DLI) to pay the rest of his \$2.125 million by October 2010. No one told Duncan that (1) the GCCF was rejecting the submissions because the submissions were for fake clients, (2) the contractors going back into the field were criminals, and (3) the mounting expenses were primarily caused by attempts to acquire even more clients and not to get information on already-engaged clients.

27. These problems persisted long after Duncan made his full \$6 million investment. In 2012, Hilliard used these problems to con even more money out of Duncan. According to Hilliard, his contractors had not obtained full information from the clients because the Vietnamese fishermen were almost impossible to locate because they were constantly at sea. But a hurricane supposedly solved this problem. Hilliard said that the storm would drive all of the fishermen back to land and present a brief window of opportunity to locate and obtain information from the clients. This surge of information gatherers would not be cheap, so Hilliard pressured Duncan to pony-up another \$100,000 to the cause. By then, Hilliard knew or should have known that he was not trying to get information from existing clients but to convince fake clients (on whose behalf they had already filed claims) to engage them for real.

28. Eventually, Hilliard's case runners caught the attention of the United States Department of Justice and the United States Secret Service. A government investigation led to office raids, criminal indictments, a trial, convictions, and prison sentences for two of Hilliard's case runners. Although Hilliard was a target of the investigation, he cooperated and met with the Assistant United States Attorney on multiple occasions, and was able to avoid criminal charges.

29. The Assistant United States Attorney also asked to interview Duncan. This forced Duncan to hire criminal defense counsel to represent him in the process. And Duncan was even

named as a codefendant with Hilliard in multiple civil barratry lawsuits involving hundreds of claims. All told, Duncan has paid approximately \$350,000 in legal fees and counting, all as a direct and proximate result of being defrauded into unwittingly entering into the Oral Investment Agreement and the Written Investment Agreement.

30. On multiple occasions since Hilliard's barratry was exposed by the government, Hilliard expressly promised Duncan to make Duncan whole by repaying his \$6 million. But this has never come to fruition.

Causes of Action

I. Duncan's Claims

A. Texas Securities Act (Hilliard and HMG)

31. All prior paragraphs are incorporated by reference herein.

32. The Oral Investment Agreement is a security as defined by the Texas Securities Act. Hilliard and HMG sold that security through the above-listed untrue statements of material fact and omissions of material fact. Accordingly, Duncan is entitled to rescission of the \$3,875,000 paid under the Oral Investment Agreement.

B. Fraud (Hilliard and HMG)

33. All prior paragraphs are incorporated by reference herein.

34. Hilliard, individually and on behalf of HMG, made material misrepresentations to Duncan including that: (1) Duncan's investment had over a hundred million dollars in upside with little or no risk; (2) Hilliard/HMG represented, and had contingent fee contracts with, 12,000 clients and would soon represent 25,000 clients by June 30, 2010; (3) there was "absolutely no way [Duncan] would lose money"; and (4) Duncan's investment would be used to conduct discovery when in reality it was used to fund case runners.

35. These material misrepresentations were false when made. Hilliard, individually and

on behalf of HMG, made the material misrepresentations (1) with actual knowledge of their falsity or with reckless disregard for their truth and (2) with the intent that Duncan rely on them.

36. Further, and more importantly, Hilliard, individually and on behalf of HMG, failed to disclose to Duncan (1) that Hilliard/HMG needed Duncan's \$6 million to pay criminals to illegally solicit clients for \$250 per client; (2) Hilliard/HMG did not have one BP client or one contingency fee agreement with a BP client; (3) 100% of the attorney's fees payable to Hilliard/HMG would be subject to forfeiture as illegal and unethical; and (4) Duncan's investment would expose him and DLI to civil and criminal liability and a complete loss of his investment.

37. The truth of these facts was within Hilliard/HMG's knowledge, or Hilliard/HMG remained willfully ignorant of the truth. Hilliard/HMG had a duty to disclose these facts to Duncan.

38. Duncan acted in reliance on these material misrepresentations and omissions in (1) entering into both the Oral Investment Agreement and the Written Investment Agreement and (2) waiving Hilliard's personal obligation to repay Duncan's \$3.875 million paid under the Oral Investment Agreement.

39. As a direct and proximate result of Hilliard/HMG's fraud, Duncan has suffered more than \$6,350,000.00 in economic losses and seven years of humiliation and mental anguish.

C. Fraudulent Inducement (Hilliard and HMG)

40. All prior paragraphs are incorporated by reference herein.

41. Hilliard, individually and on behalf of HMG, used the above-described misrepresentations and omissions to fraudulently induce Duncan to (1) enter into both the Oral Investment Agreement and the Written Investment Agreement and (2) waive Hilliard's personal obligation to repay Duncan his \$3.875 million under the Oral Investment Agreement.

42. As a direct and proximate result of Hilliard/HMG's fraud, Duncan has suffered at least \$6,350,000.00 million in economic losses and seven years of humiliation and mental anguish.

D. Breach of Fiduciary Duty (Hilliard and HMG)

43. All prior paragraphs are incorporated by reference herein.

44. Hilliard/HMG owed formal fiduciary duties to Duncan because Hilliard/HMG gave Duncan legal advice. Hilliard/HMG breached their fiduciary duty of candor through, without limitation, the above-itemized misrepresentations and omissions.

45. As a direct and proximate result of Hilliard/HMG's breach of fiduciary duty, Duncan has suffered at least \$6,350,000.00 million in economic losses and seven years of humiliation and mental anguish.

E. Negligence (Hilliard and HMG)

46. All prior paragraphs are incorporated by reference herein.

47. Hilliard (individually and on behalf of HMG) undertook to provide legal representation to Duncan when he provided his legal opinion on (1) the merits and likelihood of success in the forthcoming BP litigation and (2) how to structure Duncan's investment in Watts' BP docket. Hilliard (individually and on behalf of HMG) breached his duty of care through the misrepresentations and omissions outlined above.

48. As a direct and proximate result of Hilliard/HMG's negligence, Duncan has suffered at least \$6,350,000.00 million in economic losses and seven years of humiliation and mental anguish.

F. Negligent Misrepresentation (Hilliard and HMG)

49. All prior paragraphs are incorporated by reference herein.

50. Hilliard, individually and on behalf of HMG, made the material representations listed above. Hilliard/HMG knew, or in the exercise of reasonable care, should have known, the falsity of these statements.

51. Hilliard/HMG likewise failed to disclose the above-listed facts to Hilliard/HMG had a duty to disclose these facts because (1) Hilliard/HMG disclosed information that they may have later learned to be false and (2) Hilliard/HMG made partial disclosures conveying a false impression.

52. Hilliard/HMG communicated this information for the guidance of Duncan in transactions in which Hilliard/HMG had pecuniary interests. Hilliard/HMG did not exercise reasonable care in the obtaining or communication of information to Duncan.

53. Duncan acted in reliance on these material misrepresentations and omissions in (1) entering into both the Oral Investment Agreement and the Written Investment Agreement and (2) waiving Hilliard's personal obligation to repay Duncan's \$3.875 million paid under the Oral Investment Agreement.

54. As a direct and proximate result of Hilliard/HMG's negligent misrepresentations, Duncan has suffered at least \$6,350,000.00 million in economic losses and seven years of humiliation and mental anguish.

G. Money Had and Received (Hilliard and HMG)

55. All prior paragraphs are incorporated by reference herein.

56. Hilliard and HMG have possession of at least \$6 million that, in equity and good conscience, belongs to Duncan. Duncan is entitled to his money back.

H. Breach of Contract (Hilliard)⁴

57. All prior paragraphs are incorporated by reference herein.

⁴ This cause of action is only pleaded in the alternative in the event Hilliard or HMG assert Duncan/DLI's investment is unenforceable.

58. Duncan paid \$3.875 million to Hilliard under the Oral Investment Agreement. Hilliard promised to repay that money if Duncan could not legally invest in Hilliard's offering. Duncan paid \$3.875 million to Hilliard under the Oral Investment Agreement. Hilliard promised to repay that money if Duncan could not legally invest in Hilliard's offering. To the extent Duncan's investment is illegal, Hilliard is obliged to repay Duncan's money. However, Hilliard has breached these obligations through his steadfast refusal to make Duncan whole. Hilliard thus breached his promise to repay Duncan.

59. As a direct and proximate result of Hilliard breach, Duncan has suffered economic losses and seven years of humiliation and mental anguish.

II. DLI's Claims⁵

A. Texas Securities Act (Hilliard and HMG)

60. All prior paragraphs are incorporated by reference herein.

61. The Oral Investment Agreement and Written Investment Agreements are securities as defined by the Texas Securities Act. Hilliard and HMG sold those securities through the above-listed untrue statements of material fact and omissions of material fact. Accordingly, DLI is entitled to rescission of the \$6,100,000 paid under the Oral Investment Agreement and Written Investment Agreement.

B. Fraud (Hilliard and HMG)

62. All prior paragraphs are incorporated by reference herein.

63. Hilliard, individually and on behalf of HMG, made material misrepresentations to DLI including that: (1) DLI's investment had over a hundred million dollars in upside with little

⁵ Cross-Plaintiffs believe that Duncan is entitled to recover all amounts spent by him (directly or indirectly through DLI) in the underlying transactions. DLI asserts claims for those amounts out of an abundance of caution and in the alternative.

or no risk; (2) Hilliard/HMG represented, and had contingent fee contracts with, 12,000 clients and would soon represent 25,000 clients by June 30, 2010; (3) there was “absolutely no way [DLI] would lose money”; (4) DLI’s investment would be used to conduct discovery when in reality it was used to fund case runners; and (5) an additional \$100,000 was needed from DLI to secure more accurate paperwork from existing clients during the hurricane.

64. These material misrepresentations were false when made. Hilliard, individually and on behalf of HMG, made the material misrepresentations (1) with actual knowledge of their falsity or with reckless disregard for their truth and (2) with the intent that DLI rely on them.

65. Further, and more importantly, Hilliard, individually and on behalf of HMG, failed to disclose to DLI (1) that Hilliard/HMG needed Duncan’s \$6 million to pay criminals to illegally solicit clients for \$250 per client; (2) Hilliard/HMG did not have one BP client or one contingency fee agreement with a BP client; (3) 100% of the attorney’s fees payable to Hilliard/HMG would be subject to forfeiture as illegal and unethical; and (4) DLI’s investment would expose Duncan/DLI to civil and criminal liability and a complete loss of his investment.

66. The truth of these facts was within Hilliard/HMG’s knowledge, or Hilliard/HMG remained willfully ignorant of the truth. Hilliard/HMG had a duty to disclose these facts to DLI.

67. DLI acted in reliance on these material misrepresentations and omissions in (1) entering into the Written Investment Agreement and (2) waiving Hilliard’s personal obligation to repay Duncan’s \$3.875 million paid under the Oral Investment Agreement.

68. As a direct and proximate result of Hilliard/HMG’s fraud, DLI has suffered more than \$6,350,000.00 in economic losses and seven years of humiliation and mental anguish.

C. Fraudulent Inducement (Hilliard and HMG)

69. All prior paragraphs are incorporated by reference herein.

70. Hilliard, individually and on behalf of HMG, used the above-described

misrepresentations and omissions to fraudulently induce DLI to (1) enter into the Written Investment Agreement and (2) waive Hilliard's personal obligation to repay Duncan his \$3.875 million under the Oral Investment Agreement.

71. As a direct and proximate result of Hilliard/HMG's fraud, DLI has suffered at least \$6,350,000.00 million in economic losses and seven years of humiliation and mental anguish.

D. Breach of Fiduciary Duty (Hilliard and HMG)

72. All prior paragraphs are incorporated by reference herein.

73. Hilliard/HMG owed formal fiduciary duties to DLI because Hilliard/HMG gave DLI legal advice. Hilliard/HMG breached their fiduciary duty of candor through, without limitation, the above-itemized misrepresentations and omissions.

74. As a direct and proximate result of Hilliard/HMG's breach of fiduciary duty, DLI has suffered at least \$6,350,000.00 million in economic losses and seven years of humiliation and mental anguish.

E. Negligence (Hilliard and HMG)

75. All prior paragraphs are incorporated by reference herein.

76. Hilliard (individually and on behalf of HMG) undertook to provide legal representation to DLI when he provided his legal opinion on (1) the merits and likelihood of success in the forthcoming BP litigation and (2) how to structure DLI's investment in Watts' BP docket. Hilliard (individually and on behalf of HMG) breached his duty of care through the misrepresentations and omissions outlined above.

77. As a direct and proximate result of Hilliard/HMG's negligence, DLI has suffered at least \$6,350,000.00 million in economic losses and seven years of humiliation and mental anguish.

F. Negligent Misrepresentation (Hilliard and HMG)

78. All prior paragraphs are incorporated by reference herein.

79. Hilliard, individually and on behalf of HMG, made the material representations listed above. Hilliard/HMG knew, or in the exercise of reasonable care, should have known, the falsity of these statements.

80. Hilliard/HMG likewise failed to disclose the above-listed facts to Hilliard/HMG had a duty to disclose these facts because (1) Hilliard/HMG disclosed information that they may have later learned to be false and (2) Hilliard/HMG made partial disclosures conveying a false impression.

81. Hilliard/HMG communicated this information for the guidance of DLI in transactions in which Hilliard/HMG had pecuniary interests. Hilliard/HMG did not exercise reasonable care in the obtaining or communication of information to DLI.

82. DLI acted in reliance on these material misrepresentations and omissions in (1) entering into both the Oral Investment Agreement and the Written Investment Agreement and (2) waiving Hilliard's personal obligation to repay Duncan's \$3.875 million paid under the Oral Investment Agreement.

83. As a direct and proximate result of Hilliard/HMG's negligent misrepresentations, DLI has suffered at least \$6,350,000.00 million in economic losses and seven years of humiliation and mental anguish.

G. Money Had and Received (Hilliard and HMG)

84. All prior paragraphs are incorporated by reference herein.

85. Hilliard and HMG have possession of at least \$6 million that, in equity and good conscience, belongs to DLI. DLI is entitled to its money back.

H. Breach of Contract (Hilliard)⁶

86. All prior paragraphs are incorporated by reference herein.

87. Duncan paid \$3.875 million to Hilliard under the Oral Investment Agreement. Hilliard promised to repay that money if Duncan could not legally invest in Hilliard's offering. Duncan paid \$3.875 million to Hilliard under the Oral Investment Agreement. Hilliard promised to repay that money if Duncan could not legally invest in Hilliard's offering. To the extent Duncan's investment is illegal, Hilliard is obliged to repay Duncan's money. However, Hilliard has breached these obligations through his steadfast refusal to make Duncan whole. Hilliard thus breached his promise to repay Duncan.

88. As a direct and proximate result of Hilliard breach, DLI, to the extent is currently holds the right to enforce Hilliard's obligations under the Oral Investment Agreement, has suffered economic losses and seven years of humiliation and mental anguish.

Attorneys' Fees

89. Duncan is entitled to and sues for his reasonable and necessary attorneys' fees as damages and pursuant to statute.

Punitive Damages

90. Duncan is entitled to and sues for punitive damages from Hilliard.

Request for Disclosure

91. Please disclose all information requested under Texas Rule of Civil Procedure 194.2 within thirty days of service hereof.

Conditions Precedent

⁶ This cause of action is only pleaded in the alternative in the event Hilliard or HMG assert Duncan/DLI's investment is unenforceable.

92. All conditions precedent to the filing of this Cross-Petition and Cross-Plaintiffs' recovery have occurred or been waived.

Jury Demand

93. Cross-Plaintiffs demand a trial by jury on all issues so triable.

Prayer

Cross-Plaintiffs pray that the Court award them all compensatory, restitutionary, and rescissory relief requested in this Cross-Petition, pre- and post-judgment interest as allowed by law, attorneys' fees and costs, and all other relief to which they are entitled.

Respectfully Submitted,

Meade & Neese LLP

/s/ D. John Neese, Jr.

D. John Neese, Jr.

Texas Bar No. 24002678

jneese@meadeneese.com

Andrew K. Meade

Texas Bar No. 24032854

ameade@meadeneese.com

Samuel B. Haren

Texas Bar No. 24059899

sharen@meadeneese.com

2118 Smith Street

Houston, Texas 77002

Phone: (713) 355-1200

Attorneys for Cross-Plaintiffs

William "Max" Duncan, Jr. and Duncan

Litigation Investments, LLC

Certificate of Service

I hereby certify that a true and correct copy of the foregoing document was served on the following counsel of record by electronic service on February 23, 2018:

Minh Tam Tammy Tran
Lance Christopher Kassab
Attorneys for the Plaintiffs

ttran@tt-lawfirm.com
lck@texaslegalmalpractice.com

Fields Alexander
Michael Richardson
Attorneys for the Hilliard Defendants

falexander@beckredde.com
mrichardson@beckredde.com

Karen Smith
Joseph P. Crescenzo, III
Attorneys for the Duncan Defendants

kasmith@bakerdonelson.com
jcrescenzo@bakerdonelson.com

Mikal Watts
Francisco Guerra, IV
David McClendon
Attorneys for the Watts Defendants

mcwatts@wattsguerra.com
fguerra@wattsguerra.com
dmcclendon@wattsguerra.com

/s/ D. John Neese, Jr. _____

D. John Neese, Jr.

Unofficial Copy Office of Marilyn B. Neese, District Clerk