

CAUSE NO. 2024-34815

**TERRY MCGOVERN and
TERRY MCGOVERN, PLLC,**
Plaintiffs

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IN THE DISTRICT COURT

vs.

61st JUDICIAL DISTRICT

**BERGQUIST LAW FIRM, PLLC,
DAVID W. BERGQUIST PLLC, and
DAVID BERGQUIST,**
Defendants

HARRIS COUNTY, TEXAS

DEFENDANTS' ORIGINAL ANSWER AND COUNTER-CLAIM

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, BERGQUIST LAW FIRM, PLLC, DAVID W. BERGQUIST PLLC, and DAVID BERGQUIST ("Defendants" and/or "Counter-Claimants"), and file this, their Original Answer, and Counter-Claim, and in support thereof would show unto the Court the following:

I. DEFENDANTS' ORIGINAL ANSWER

1. Defendants and Counter-Claimants generally deny the allegations in Plaintiffs' Original Petition.

II. DEFENDANTS' ORIGINAL COUNTER-CLAIM

A. THE HISTORY OF BERGQUIST LAW FIRM

2. David W. Bergquist has been litigating cases and obtaining favorable outcomes for his clients for over 20 years. His commitment to placing the needs of his clients first was and still is at the forefront of his law practice. David's commitment to his clients, honesty, hard work, organization, transparency, constant and candid communication, backed up by a deep understanding of the law, litigation and the legal landscape has paved the way for the success and growth of Bergquist Law Firm.

B. THE PARTNERSHIP – BLF’S PLAN TO BUILD ON ITS SUCCESS BY ADDING PARTNERS

3. While maintaining the high standards for clients and continuing the strong track record of success that clients and their medical providers had become accustomed to when working with BLF, Bergquist started a buy-in partnership program for selected senior lawyers. This partnership program was intended to be an extension of the existing strong and solid structure of BLF. Partners would be asked to continue their current roles which included managing, enforcing and overseeing existing policies, processes and procedures that related to every aspect of the running and operating of a successful and effective law practice.

4. Over the years, Bergquist created and built a library of manuals, forms, spreadsheets, policies, processes, procedures, and practices, and provided continuous training to all of BLF Employees, lawyers and non-lawyers, and always had an open-door policy. Additionally, he created and implemented a customized, effective and efficient client management software.

5. Partners clearly understood the expectations of them and would continue to have a clear path to follow and be equipped with all the resources needed to assist BLF’s continued commitment in helping clients obtain the best possible medical treatment and holding insurance companies accountable with aggressive representation.

C. THE PARTNERSHIP AGREEMENT

1. Financial Terms

6. The Bergquist Law Firm’s Partnership Agreement provided selected senior lawyers the opportunity to buy into 10% of the Partnership based on an agreed upon number that would be calculated using the adjusted gross income over the next 3.5 years. It started with Terry McGovern and Jovani Diaz in 2020. Cyrus Mahdavi was added as an additional Partner in 2021.

7. The buy-in amount would be financed by an LLC owned by Bergquist with a payment plan over 8 years. Prior to 5 years, there was no vested interest at all. In year 6, there is a 25% interest of the 10%. Year 7 there is a 50% interest of the 10% and start of year 8 there will be a 75% interest. At the start of year 9 there will be 100% vested interest.

8. Although McGovern was never a vested partner, nor did his role and responsibilities change, he enjoyed the no risk aspect of the agreement, given his guaranteed base salary of \$250,000.00, and profit distributions that far exceeded his buy-in payments.

9. For example, in 2022, McGovern's total compensation exceeded 1.3 million dollars. Partners, Jovani Diaz and Cyrus Mahdavi, also each received total compensation that exceeded 1.3 million dollars.

2. Right to make decisions for the operation of the partnership

10. David W. Bergquist has the right to make all decisions but must make them in good faith and reasonably take into account the opinions of other partners/members. Bergquist complied with all aspects of the Partnership Agreement.

3. Time devoted to partnership

11. Each partner shall devote his or her entire time and attention to the business of the Partnership as is necessary for the successful conduct of the Partnership's business. Each partner shall be free to devote such time and attention to investments or other personal business matters (unrelated to the practice of law or the provision of legal representation) as the Partner may determine, so long as such other business matters do not substantially and materially interfere with the partnership business.

12. McGovern's roles and responsibilities would not change. He would, however, have the title of "Partner" and that was intended to help him continue the growth and success of Bergquist Law Firm. BLF's associate attorneys and employees, BLF's recruiting success, BLF's

clients, medical providers, colleagues, insurance adjusters, opposing counsel, and judges would treat him as a “Partner”, which would support the goal of helping clients obtain the best results and add to the success of Bergquist Law Firm.

4. 90-day notice requirement

13. The agreement required 90 days written notice in advance of the Partners departure. However, McGovern, and the other Partners, Jovani Diaz and Cyrus Mahdavi all simultaneously resigned on April 27, 2023, by sending resignation emails only seconds apart and advising they were not giving notice, let alone giving the required 90 days-notice in accordance with the Partnership Agreement.

D. PARTNER RESPONSIBILITIES ARE CRYSTAL CLEAR WITH BLF’S SOLID STRUCTURE IN PLACE

14. With the continued growth and success of the Firm, Bergquist put his faith and trust into continuing the support of BLF employees, particularly the senior lawyers that became Partners. Bergquist spent countless hours mentoring them in every aspect of the business and the practice of law. Each Partner was responsible to oversee, manage and operate 1/3 of the Firm, referred to as pyramids. Partners, generally, had 3 roles:

- i. Handle their cases/dockets with the support of people under their pyramid like a reasonable prudent attorney would do. Manage, oversee and audit the cases handled by lawyers and staff in their pyramid.
- ii. Manage the office and employment related issues by making sure employees (both lawyers and non-lawyers) are doing their job by following all processes, policies and procedures.
- iii. Business development, which includes ensuring constant communication with clients so they are informed on every aspect of their case, providing updates to our clients’ medical providers, going to meetings with colleagues, referral sources, medical providers, and taking part in events hosted by Bergquist Law Firm. In its simplest form, this includes doing a good job handling your own cases and the cases under your pyramid.

15. Every aspect of Bergquist Law Firm has a manual, policy, process, or procedure in place.¹ Plus, Bergquist provided constant and continuous training and has always had an open-door policy.

16. BLF's system that has been perfected over 20 years is dummy proof so as long as you have hard working, trustworthy, organized, detail-oriented employees that possess a smidge of common sense. Unfortunately, ultimately, McGovern possessed none of the above.

E. MCGOVERN PRIORITIZES HIMSELF, ENJOYS FINANCIAL SUCCESS, ADOPTS A "WORK-LIFE" BALANCE, AND LOSES ANY DRIVE OR WORK ETHIC AND GOES INTO A SPIRLING DOWNTURN

1. Work Life Balance

17. It became obvious in 2022 that McGovern was great at enjoying the high life but ignored the reality that nothing comes easy without hard work, especially as younger lawyer who was a newly admitted Partner to a growing and successful Law Firm.

18. Gradually, McGovern's laziness and incompetence just got worse. For example, he unitarily decided that he could show up and leave the office whenever he wanted to. He decided he was not going to take his laptop home, return any emails or calls, talk with clients, or do any

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- BLF's Employee Associate Manual and associated policies, processes, and procedures
- BLF's Trial Manual and associated policies, processes, and procedures
- BLF's New Business Manual and associated policies, processes, and procedures
- BLF's Audit Manual and associated policies, processes, and procedures
- BLF's Legal Assistant Manual and associated policies, processes and procedures
- BLF's Treatment Manual and associated policies, processes and procedures
- BLF's Scheduling and Calendar Manual and associated policies, processes and procedures
- BLF's Admin Manual and associated policies, processes and procedures
- BLF's Records Manual and associated policies, processes and procedures
- BLF's HR Manual, and associated policies, processes and procedures
- BLF's Meeting Notes and associated policies, processes and procedures
- BLF's Managing/Delegating Manual and associated policies, processes and procedures
- BLF's client relation/litigation software and associated policies, processes and procedures
- BLF's "to do lists", "90 day trial meetings", "30 day trial meetings" "SOL process" "end of month reports" and associated policies, processes and procedures.
- BLF's policies and procedures for keeping current and accurate time sheets/PTO/UTO and associated policies, processes and procedures
- BLF's policies, processes and procedures for asking for and taking PTO/UTO

work when he left the office. Work during nights and weekends were definitely off limits as they would interfere with his newly found “work life balance” that he was so *entitled* to.

2. McGovern’s work product gets weaker and weaker, and his management and oversight of his pyramid and the office become non-existent

19. McGovern’s work product on his own cases continued to get worse. His responsibilities as a Partner continue to be ignored. Although there was a period of time where he acknowledged his own downfalls, bad habits and poor work ethic, he promised over and over again to change and turn things around. He did not follow through with his promises, nothing changed, and his downward spiral continued.

20. For example, in 2022 senior lawyers averaged about 80-100 new cases signed up, whereas McGovern slithered away with signing up a mere 13 cases. He timely and effectively performed zero audits of his pyramid, where other senior lawyers would complete them quarterly as expected. He ignored any business development, updated zero meeting notes, and sent out nominal status updates. McGovern would frequently unload projects on younger lawyers last minute as preferred to enjoy his work life balance.

21. There are very simple concepts in the practice of law. Don’t miss deadlines, hearings or trial dates. Bergquist Law Firm has a firm trial calendar, and every lawyer has their own calendar. It is next to impossible to miss a court date operating under the BLF system. McGovern, however, managed to miss them constantly as evident by the granting of over 20 DWOPS (Dismissal for Want of Prosecution) in the time leading up to his departure.

3. Pre-resignation Partner Decisions have severe consequences for Bergquist Law Firm

22. Three Partners resigning at the same time and providing no notice is undoubtedly going to cause damage to BLF. This “gotcha” approach handcuffs BLF, its employees, and its business is nothing short of sabotage.

23. The dropping of the direct handling of many hundreds of cases, the management and oversight of the entire firm certainly resulted in the derailment of BLF’s growth. BLF employees were required to handle double the work, and many got overwhelmed and left.

24. Adding fuel to the fire, the Partners, who started their respective individual law firms, immediately started recruiting BLF employees to join them and subsequently hired many of them. Still to this day, BLF employees are heavily recruited by the Partners.

25. The Partners left BLF with the following liabilities to deal with:

- Partners wanted and agreed to a 3-year, 25,000 square-foot office because they wanted space for BLF to “grow into”.
- Partners wanted and agreed to purchase a new telephone system and 60 new phones and agreed to a 3-year service contract with the provider to support the growing office with multiple locations in different cities.
- Partners wanted and agreed to purchased 30 new laptops for the same reasons.
- Partners left the Bergquist Law Firm with 8 new Interns starting a few weeks later.
- Partners left Bergquist Law Firm with 16 new associates starting in August. Offer letters for the interns and Associates were approved and sent out just days before their resignation.

4. McGovern leaves Bergquist Law Firm with a complete mess to clean up and sabotages any hope of a smooth transition.

26. McGovern’s actions/lack of actions after his resignation were an extension of his already lazy and incompetent pattern. He left little to no plan in place for the lawyers taking

over his cases, and in an effort to hide his blatant disregard for a smooth transition, McGovern deleted files, emails and scan drives. At every turn, McGovern's actions forced BLF Employees to piece his docket together to ensure BLF's "clients come first" structure continued.

27. Going further, McGovern left BLF with over 40 trial settings set over the following 6 months, with many of them on their 3rd or 4th trial setting. These cases, like most of McGovern's cases, sat on the back burner, and required a lot of time and effort to get them ready for trial. Meanwhile, McGovern failed to even have the docket control order or trial dates on his, or BLF's trial calendar.

28. To make matters worse, McGovern's client list was missing clients, unorganized and inaccurate. For example, he had 13 clients that were supposedly released, but had no indication in the file if the appropriate paperwork was done. Like most of his files, BLF was required to spend time and resources putting the pieces together.

29. Instead of resigning, providing the required notice, and leaving the firm in a mature and responsible manner, McGovern spent his time setting up his law firm while reaping the financial benefits of being a Partner at BLF. McGovern set up an Instagram page, left the office for hours to tour office space, retained BLF's IT group, obtained phone service, telephone numbers, business cards and was surely going to hit the ground running with his new firm. He even copied all of BLF's files and share drive to assist him with the start of his Firm as his intent and goal was to mirror Bergquist Law Firm's successful business model.

30. Instead of preparing for a smooth transition, McGovern chose to take days off to study for the board certifications for personal injury. Unfortunately for him, he failed and

BLF's clients suffered. This conduct is just another example of McGovern putting himself first over his clients and his BLF Partnership.

F. MCGOVERN STEALS BERGQUIST LAW FIRM CLIENTS, ATTEMPTS TO DISGUISE IT AND ULTIMATELY GETS SANCTIONED.

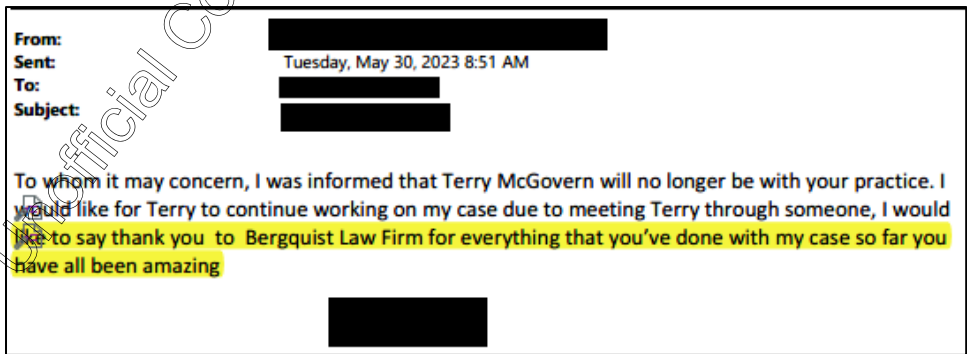
31. After resigning from Bergquist Law Firm, McGovern stole four clients who he persuaded to terminate BLF.² BLF retained an interest in those cases.

32. McGovern's allegations are the four clients terminated BLF "for cause". This could not be further from accurate and certainly not logical.

33. First, McGovern was either directly handling or managing the handling of the four cases that he stole while a Partner at BLF. So, to say that BLF was terminated "for cause" would naturally assume McGovern as the handling or managing attorney was terminated "for cause". Perplexing is the concept that four clients would hire the same lawyer they fired to take over their case.

34. Second, below, you will see the following four letters from the four clients that "terminated BLF for cause". Equally perplexing is the concept that "amazing" equates to "terminate for cause".

Retained Interest Client 1



² The filing of this public lawsuit and the inclusion of client names is inappropriate. Bergquist Law Firm will refer to these cases as "Retained Interest Client 1", "Retained Interest Client 2", "Retained Interest Client 3", and "Retained Interest Client 4".

I would like to say thank you to Bergquist Law Firm for everything that you've done with my case so far you have all been amazing

Retained Interest Client 2

From: [REDACTED]
Sent: Thursday, June 1, 2023 4:01 PM
To: [REDACTED]
Cc: Terry McGovern
Subject: Change of counsel

Hello
We would like to continue to have Terry McGovern represent us. Please transfer all our documents to his law firm.
Thanks for all your help in our case.
Regards

Retained Interest Client 3

From: [REDACTED]
Sent: Tuesday, May 30, 2023 7:52 AM
To: [REDACTED]
Cc: Terry McGovern
Subject: RE:

Hi [REDACTED]

I hope you are doing well this morning. I wanted reach out because I heard that Terry McGovern is no longer with Bergquist. The reason I decided to hire Bergquist, was because I was under the impression that Terry would be lead counsel and oversee my case, which to my knowledge, he has up until now. I am not interested in anyone else representing me. Please do not take that personal. It's just that I know Terry and I trust him, and for me that trust is important. Therefore, please accept this email as my formal request to transfer my case/file with all supporting documentation to Terry McGovern. If you have any questions, or need for me to sign something, please let me know. Thank you in advance for your speedy response.

Retained Interest Client 4

July 13, 2023
Re: Liberacion de Mi caso

A quien le corresponda,

Semanas pasadas me enteré que mi abogado Terry McGovern ya no está con el despacho y mi caso fue transferido a otro de ustedes. Me gustaría continuar con la representación del Sr. McGovern ya que él conoce mi caso mejor que nadie y siempre me ha dado buen servicio desde un principio. Les pido de la manera más atenta que liberen mi caso y se lo transferian a mi abogado Terry McGovern.

35. The problem that McGovern encountered is that he violated his ethical duty to inform these clients they may be subject to double the attorney fees. Additionally, McGovern mistakenly assumed that BLF would be too busy cleaning up his mess and that BLF would agree to splitting the fees without a battle.

36. In March of 2024 McGovern began his attempt to recover attorney's fees for 1 of the 4 stolen clients instigating an Interpleader for a portion of settlement funds in Retained Interest Case Number 1.³

37. In response to McGovern and the Interpleader, Bergquist Law Firm requested and was permitted to take McGovern's deposition and engage in discovery. Rather than abide with Texas Rules of Civil Procedure and later the Court's instruction, McGovern engaged in a series of deliberate, inappropriate, and unethical behavior in an attempt to conceal his unethical conduct.

38. Coincidentally, Bergquist predicted McGovern's behavior and cautioned McGovern against his evasive approach, as you can see in Bergquist's email to McGovern, below:

³ See *[Retained Interest Client 1] and Bergquist Law Firm v. Allstate Insurance Company*, 2022-CI-11592, 151 Dist. Ct., Bexar County District Court (2024). (*Bergquist Law Firm obtained third party policy limits and first party personal injury protection limits during the time McGovern was a Partner at Bergquist Law Firm. Rather than moving forward with sending a demand and easily obtaining the additional coverages from the client's first party insurance carrier, McGovern elected to wait many months to send the demand for Underinsured Motorist Coverage until after he had left Bergquist Law Firm therefore postponing the settlement and allowing McGovern to steal the client and claim an interest in the settlement*).

From: David Bergquist
Sent: Tuesday, March 26, 2024 7:54 PM
To: Terry McGovern <tm@tmtxlaw.com>
Subject: Re: depo dates

Terry,

First, you filed an inappropriate and inaccurate court order without sending me a copy to approve/make recommended changes/discuss with you. This was in response to a hearing that you set without obtaining a certificate of conference or providing notice in violation of Bexar County rules and the Court's rules.

Now, you are directly violating the courts very ruling in which he said I may conduct discovery which includes the taking of depositions.

It's not a coincidence that you deliberately left that important detail out of your order that you unilaterally filed without sending me a copy.

In any event, your conduct speaks for itself and its this conduct that has put you and your client in this situation.

Charging your client more fees for doing next to nothing, persuading him to fire BLF for no good cause and hire you, misinforming/not disclosing him his rights inc including associated financial ramifications related to firing BLF and hiring you (even though BLF did everything right on his case) amount to egregious and actionable conduct.

Here is what is going to happen as a result:

I am going to notice your depo and your clients depo accordingly tomorrow after the 12:00 noon deadline which is discussed below. You will quash it because you don't want to be under oath when I ask you about your egregious and actionable conduct. You certainly don't want your client under oath because him telling the truth will shed light on your egregious and actionable conduct.

Testimony will also establish your pattern of egregious and actionable conduct on the other cases you stole from BLF, again, something you have no choice but to try and run from.

Moreover, you have submitted false, inflated and misleading claims to this court about the work you have done on this file. These claims will come out in your deposition which again is another reason why you don't want to be under oath and the reason why you will do everything possible to avoid having your deposition taken.

I will then set your quash for a hearing and provide a copy of the transcript for the Judge to remind him of his ruling particularly related to discovery. I will also attach this email which points out your unilateral filing of an order inconsistent with the courts ruling and lays the foundation of your egregious conduct that will ultimately come out at trial on the merits of this case should it get this far.

At the end of the hearing, the judge will rule that I may take your deposition and your clients deposition (as previously ruled) and we will be back in the same situation we are in now.

The only exception is that I will also be asking for sanctions for my time and expense associated with your dodging of discovery (this will be the second set of depositions that you quashed) and direct violation of the courts ruling.

Furthermore, based on your egregious conduct, I will be filing a dec action on the other cases you stole from BLF and violated your ethical duty to your clients and your fiduciary duty to BLF where I will be seeking the aware of mandatory attorney fees and sanctions should your conduct persist, in addition to BLF's full fee.

39. Bergquist's predictions were spot on and after months of wasted time and effort, McGovern, on his own accord, released his entire interest the night before the sanctions hearing. To no surprise, and as predicted and cautioned by Bergquist, McGovern was also sanctioned by the court.

40. With the filing of a declaratory action by BLF looming in the horizon, and as cautioned by Bergquist, McGovern and his ego decided to file this law suit in an attempt to get out in front of the mess he caused.⁴ McGovern strategically wanted to be the "first to file" in an effort to mislead the personal injury industry and the public into thinking he is the victim. This was a strategic business decision and is just another example of McGovern putting his pride, self-interest before his obligations and duties to his clients.

G. MCGOVERN PLAYS THE "DADDY CARD" IN ORDER TO GET PAID FOR AN UNWARRANTED AND UNJUSTIFIED REFERRAL FEE AS A LAST-DITCH EFFORT, DAYS BEFORE HIS RESIGNATION

41. McGovern's claim for a referral fee is obnoxious. There is no basis in law or fact and he knows the claim is frivolous.

42. McGovern attempted to persuade Bergquist to pay him a "gift" rather than a deserved bonus or agreed upon referral fee days before he put in his resignation. He needed the money because he had a wedding coming up and wanted to buy a house. Apparently, compensation in excess of 1.3 million in 2022 while living the high life with a work life balance to top it off wasn't enough.

43. After responding in a way that was nothing short of "No", he went to his Daddy for help. Daddy reached out with the below email somehow thinking he would persuade Bergquist. Interestingly, in his email he says "a case I referred to the firm" not a case he referred McGovern.

⁴ Remarkably, McGovern even included "*Retained Interest Client 1*" in his lawsuit despite the fact that it had been resolved when McGovern waived his fee and was sanctioned by the Court for his conduct.

For sure, McGovern's Daddy wasn't asking for a referral fee for a non-lawyer because that would be unethical and illegal.

On Apr 3, 2023, at 6:00 PM, [REDACTED] wrote:

Mr. Bergquist

Good afternoon .I was reaching out regarding the case that I referred to the firm. My friend [REDACTED] mention to me that his case has been finalized.

I wanted to meet with your at youre office or meet for lunch.

Please let me know when is a good time for you this week, I'm going to travel to Houston for Medical reasons tomorrow

I hope you are doing well.

44. As you can see below, McGovern took no issue denying a previous employee's request for a discretionary bonus for referring a family member's case to the firm.

On Tue, Sep 7, 2021 at 1:30 PM Terry McGovern <tm@bergquistlawfirm.com> wrote:

[REDACTED]

I believe you are referring to non-guaranteed-discretionary bonuses that are given to employees on a case-by-case basis. Given that you were no longer an employee by the time this case closed, you were not eligible to be considered for a discretionary bonus. We do not have a contract with you or your new firm, indicating there would be any fees paid out directly to you. Further, upon your departure from the firm, you were no longer involved in any aspect of the case. That being said, being that you left on good terms and your aunt was our client, we are willing to give you a check for \$2,500.00. This is not to be considered as a referral fee, but rather a thank you gesture.

45. All in all McGovern failed his clients, he failed the Partnership, he failed Bergquist Law Firm, he failed his colleagues, and he failed his friends.

III. COUNTER-CLAIMANTS' CAUSES OF ACTION

A. BREACH OF CONTRACT

46. At all relevant times, Plaintiffs and Counter-Defendants were parties to valid and enforcement Partnership Agreement.

47. McGovern's acts and/or omissions as described in paragraphs 2 – 40, above, which Counter-Claimants incorporate by reference herein, constitute material breaches of the Partnership

Agreement.

48. McGovern's acts and/or omissions proximately caused damages to Counter-Claimants.

B. BREACH OF FIDUCIARY DUTY

49. At all relevant times, McGovern owed fiduciary duties to the Counter-Claimants, which include:

- The duty of loyalty and utmost good faith;
- The duty to act with integrity of the strictest kind;
- The duty of candor;
- The duty to refrain from self-dealing; and,
- The duty of fair and honest dealing.

50. As it relates specifically to the Partnership, McGovern owed the following fiduciary duties:

- The duty of loyalty to the joint concern of the partnership;
- The duty of utmost good faith, fairness, and honesty in dealings with each other on matters pertaining to the partnership; and,
- The duty of full disclosure on all matters affecting the partnership.

51. McGovern breached the above fiduciary duties by one or more of the following acts or omissions set forth in paragraphs 2 – 40, above, which Counter-Claimants incorporate by reference herein.

52. McGovern's acts and omissions proximately caused damages to Counter-Claimants.

IV. DAMAGES FOR DEFENDANTS AND COUNTER-CLAIMANTS

53. As a direct and proximate result of the Plaintiffs and Counter-Defendants' acts and/or omissions as described above, Counter-Claimants, BERGQUIST LAW FIRM, PLLC, and DAVID W. BERGQUIST PLLC, were caused to incur the following damages for which Counter-Claimants seek monetary relief over \$1,000,000.00. Further, to the extent applicable, Counter-Claimants seek all reasonable and necessary attorney's fees to which they are entitled.

V. DEMAND FOR TRIAL BY JURY

54. Defendants and Counter-Claimants, BERGQUIST LAW FIRM, PLLC, DAVID W. BERGQUIST PLLC, and DAVID BERGQUIST demand a jury trial and tenders the appropriate fee with this petition.

VI. PRAYER

WHEREFORE, PREMISES CONSIDERED, Counter-Claimants, BERGQUIST LAW FIRM, PLLC, DAVID W. BERGQUIST PLLC, and DAVID BERGQUIST, pray that they be awarded a judgement against Counter-Defendants for the damages pled, including pre-judgement interest, post judgement interest, court costs, and Attorney's fees, and for all other relief to which they may show themselves to be entitled.

Respectfully submitted,

Bergquist Law Firm

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David Bergquist on behalf of David Bergquist

Bar No. 24040512

dwb@bergquistlawfirm.com

Envelope ID: 92583485

Filing Code Description: Counter Claim/Cross

Action/Interpleader/Intervention/Third Party

Filing Description: Defendants' Original Answer and Counter Claim

Status as of 9/30/2024 11:23 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Lance ChristopherKassab		eserve@kassab.law	9/30/2024 9:55:15 AM	SENT
David WBergquist		dwb@bergquistlawfirm.com	9/30/2024 9:55:15 AM	SENT

Unofficial Copy Office of Marilyn Burgess District Clerk