Fill in this information to identify the case:

Debtor 1 Superior Energy Services, Inc.

Debtor 2 (Spouse, if filing) _____

United States Bankruptcy Court for the: Southern District of Texas

Case number 20-35812 (DRJ)

Official Form 410

Proof of Claim

■ Date Stamped Copy Returned
☐ No self addressed stamped envelope
☐ No copy to return

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. Who is the current creditor?

Amy Davis Warner
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?

☑ No
☐ Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
Joseph F. Postnikoff	Amy Davis Warner
Name	Name
P.O. Box 1928	8374 Dodd Road
Number Street	Number Street
Fort Worth TX 76101	Azle TX 76020
City State ZIP Code	City State ZIP Code
Contact phone 817.355.9400	Contact phone 682.444.5322
Contact email jpostnikoff@postnikofflaw.com	Contact email caskdavis@gmail.com

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Uniform claim identifier for electronic payments in chapter 13 (if you use one):

_ _

4. Does this claim amend one already filed?

☑ No
☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☑ No
☐ Yes. Who made the earlier filing? _____

2035812210106000000000022

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**
☑ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ ____ ____ ____

7. **How much is the claim?** $ Unknown . **Does this amount include interest or other charges?**
☐ No
☑ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
See Addedum A

9. **Is all or part of the claim secured?**
☑ No
☐ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
☐ Motor vehicle
☐ Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: $_____
Amount of the claim that is secured: $_____
Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: $_____
Annual Interest Rate (when case was filed)_____%
☐ Fixed
☐ Variable

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10. **Is this claim based on a lease?**
☑ No
☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**
☑ No
☐ Yes. Identify the property: _____

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check one:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$
☐ Up to $3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$
☐ Wages, salaries, or commissions (up to $13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☑ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 12/31/2020
MM / DD / YYYY

Signature

RECEIVED
JAN 06 2021
KURTZMAN CARSON CONSULTANTS

Print the name of the person who is completing and signing this claim:

Name: Amy Davis Warner
First name Middle name Last name

Title

Company
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 8374 Dodd Road
Number Street

Azle TX 76020
City State ZIP Code

Contact phone 682.444.5322 Email caskdavis@gmail.com

LAW OFFICES OF JOSEPH F. POSTNIKOFF, PLLC

702 Houston Street
Fort Worth, Texas 76102
Main 817.335.9400

Direct Dial 817.347.5261
Mobile 817.291.9822
Email jpostnikoff@postnikofflaw.com

January 5, 2021

Via Federal Express
Superior Claim Processing
c/o KCC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

Re: In re Superior Energy Services, Inc., Case No. 20-358112

Greetings:

Transmitted herewith please find the original and one (1) copy of the Proof of Claim of Amy Davis Warner, Larry Calvin Davis, Clyde Warner and Donna Wray Davis.

Please file the each of the Proofs of Claim and return a file marked copy to me in the enclosed self-addressed envelope.

Thank you for your attention on this matter.

Sincerely yours,

Joseph F. Postnikoff

mjb

ADDENDUM A

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

IN RE:	§	
	§	Case No. 20-35812 (DRJ)
SUPERIOR ENERGY SERVICES, INC., *et al.*,	§	
	§	
	§	(Jointly Administered)
Debtors.	§	

ADDENDUM TO PROOF OF CLAIM OF AMY DAVIS WARNER

1. This Proof of Claim is filed by Amy Davis Warner ("Claimant") in the Superior Energy Services, Inc. ("Parent") chapter 11 bankruptcy proceeding currently pending under Case No. 20-35812 (DRJ).

2. Claimant is filing this Proof of claim to comply with the bar date established in the Parent chapter 11 bankruptcy proceeding. By filing this Proof of Claim, Claimant does not intend to waive any rights, including rights of ownership.

3. Parent is obligated to Claimant by virtue of claims and causes of action as reflected in that certain Second Amended Answer, Affirmative Defenses and Counterclaim filed October 25, 2019 (the "Counterclaim") in Cause Number 048-295879-17 styled *Superior Energy Services Inc., SESI, L.L.C., and Integrated Production Services, Inc., Plaintiffs, v. Larry C. Davis, et al* (the "State Court Litigation") now pending in the 48th Judicial District Court in and for Tarrant County, Texas (the "State Court"). A true a correct copy of the Counterclaim is attached hereto and incorporated herein as Exhibit 1.

4. As reflected in the Counterclaim attached hereto, Parent is obligated to Claimant in an undetermined amount, plus reasonable and necessary attorneys' fees and costs of court as permitted at law and in equity, based on claims and causes of action including but not limited to breach of contract, bad faith termination of employment, tortious interference with prospective business relationships, tortious interference with an existing contract, declaratory judgment, actual damages and punitive damages.

5. Claimant reserves the right to amend or supplement this Proof of Claim as necessary based on facts and circumstances that may come to light regarding Parent as a result of future discovery, the bankruptcy proceedings, or otherwise, including an increase in the value of the claim or the amount owed.

6. Claimant does not waive any rights to jury trial Claimant may have with respect to any or all claims, causes of action or any right of action which Claimant may have against Parent. Claimant does not waive any objection to bankruptcy court jurisdiction over any portion

or all of Claimant's claim. Claimant does not waive and reserves the right to seek mandatory or permissive withdrawal under 28 U.S.C. §157(d) or otherwise.

7. The filing of this Proof of Claim is not (a) a waiver or release of Claimant's rights, claims or defenses against any person, entity or property; (b) a waiver or release of Claimant's right to have any and all final orders in any and all non-core matters entered only after de novo review by a United States District Court; (c) a consent by Claimant to the jurisdiction of this Court for any purpose other than with respect to this Proof of Claim; (d) an election of remedy; (e) a waiver or release of any rights which Claimant may have to a jury trial; (f) an election pursuant to 11 U.S.C. section 1111(b); or (g) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Proof of Claim, any objection thereto or any other proceedings which may be commenced in this case against or otherwise involving Claimant, including without limitation, any adversary proceeding that was or may be commenced by any party or committee in this case.

8. Jury Demand: Claimant demands a jury trial of all matters the subject of this Proof of Claim.

9. All notices concerning this Proof of Claim should be sent to:

Joseph F. Postnikoff
Law Offices of Joseph F. Postnikoff, PLLC
P.O. Box 1928
Fort Worth, TX 76101

-and-

Amy Davis Warner
8374 Dodd Rd
Azle, TX 76020

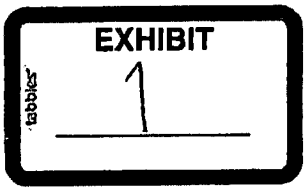
FILED
TARRANT COUNTY
10/25/2019 2:54 PM
THOMAS A. WILDER
DISTRICT CLERK

Cause Number 048-295879-17

SUPERIOR ENERGY SERVICES INC., SESI, L.L.C., and INTEGRATED PRODUCTION SERVICES, INC.	§	IN THE DISTRICT COURT
Plaintiffs,	§	
v.	§	TARRANT COUNTY, TEXAS
LARRY C. DAVIS, DONNA W. DAVIS, AMY DAVIS WARNER, CLYDE J. WARNER, DJ EQUIPMENT RENTALS & SALES, LLC, a/k/a JD EQUIPMENT RENTALS & SALES, JULIAN GARCIA, DELILAH SANCHEZ, AMY ELIZABETH DAVIS, d/b/a JTM COMPANY, BARNETT BARNETT CARTEL, L.P., AIR RENAISSANCE, LLC, STAR AND ASSOCIATES, LLC, ARROW EQUIPMENT AND RENTALS, LLC, and LARRY K. GRIGGS,	§	
Defendants.	§	48th JUDICIAL DISTRICT

DEFENDANTS'/COUNTER-PLAINTIFFS' SECOND AMENDED ANSWER, AFFIRMATIVE DEFENSES AND COUNTERCLAIM

COME NOW Defendants and Counter-Plaintiffs Larry Davis, Donna W. Davis, Amy Davis Warner, Clyde J. Warner, DJ Equipment Rental & Sales, a/k/a JD Equipment Rentals and Sales, Julian Garcia, Delilah Sanchez, Amy Elizabeth Davis, d/b/a JTM Company, Barnett Cartell, L.P., Air Renaissance, LLC, Star Associates, LLC, Arrow Equipment and Rentals, LLC, and Larry K. Griggs (hereinafter collectively the "Defendants" and/or "Counter-Plaintiffs"), in the above styled and numbered cause, and files their Second Amended Answer, Affirmative Defenses, and Counterclaim and show as follows:



I. General Denial

1.1 Defendants/Counter-Plaintiffs generally deny, each and every, all and singular, the material allegations contained in Plaintiffs' Verified Original Petition and Request for Injunctive Relief and Request for Disclosure and any subsequently-filed Petitions and demands strict proof thereof. Defendants reserve their right to plead further at a later date.

1.2 **NOTICE OF USE OF PRODUCED DOCUMENTS.** Pursuant to Rule 193.7 of the Texas Rules of Civil Procedure, Plaintiffs/Counter-Defendants are hereby notified that any and all documents and tangible things produced and/or delivered to the parties in this matter will be used by Defendants in all pre-trial, trial and post-trial matters regarding this litigation.

II. Affirmative Defenses

2.1 To the extent necessary, Defendants/Counter-Plaintiffs assert the following defenses, some of which may be affirmative defenses, but they do not assume the burden of proving the following which are not affirmative defenses under applicable law:

2.2 Pleading in the alternative, if necessary, the claims asserted against Defendants/Counter-Plaintiffs are barred, in whole or in part, by the doctrine of estoppel;

2.3 Pleading in the alternative, if necessary, the claims asserted against Defendants/Counter-Plaintiffs are barred, in whole or in part, by the doctrine of unclean hands;

2.4 Pleading in the alternative, if necessary, the claims asserted against Defendants/Counter-Plaintiffs are barred, in whole or in part, by the doctrine of waiver;

2.5 Pleading in the alternative, if necessary, the claims asserted against Defendants/Counter-Plaintiffs are barred, in whole or in part, by the doctrine of laches;

2.6 Pleading in the alternative, if necessary, the claims asserted against Defendants/Counter-Plaintiffs are barred, in whole or in part, by the doctrine of statute of limitations;

2.7 Pleading in the alternative, if necessary, the claims asserted against Defendants/Counter-Plaintiffs are barred, in whole or in part, by the doctrine of setoff;

2.8 Pleading in the alternative, if necessary, the claims asserted against Defendants/Counter-Plaintiffs are barred, in whole or in part, because Plaintiffs/Counter-Defendants have failed to mitigate its damages.

2.9 Pleading in the alternative, if necessary, the claims asserted against Defendants/Counter-Plaintiffs are barred, in whole or in part, because Plaintiffs/Counter-Defendants have breached the duties they owe to Defendants/Counter-Plaintiffs.

2.10 Pleading in the alternative, if necessary, the claims asserted against Defendants/Counter-Plaintiffs are barred, in whole or in part, by failure of consideration.

2.11 Pleading in the alternative, if necessary, the claims asserted against Defendants/Counter-Plaintiffs are barred, in whole or in part, because the damages sought by Plaintiffs are incalculable and based purely on speculation.

DEFENDANTS'/COUNTER-PLAINTIFFS' COUNTERCLAIM

III. Discovery Level

3.1 Defendants/Counter-Plaintiffs intend to conduct discovery under Level 3 of the Texas Rule of Civil Procedure 190.3 and is seeking monetary relief over $1,000,000.

IV. Parties

4.1 Defendant/Counter-Plaintiff Larry C. Davis is an individual resident and citizen of Tarrant County, Texas.

4.2 Defendant/Counter-Plaintiff Donna W. Davis is an individual resident and citizen of Tarrant County, Texas.

4.3 Defendant/Counter-Plaintiff Amy Davis Warner is an individual resident and citizen of Tarrant County, Texas.

4.4 Defendant/Counter-Plaintiff Clyde J. Warner is an individual resident and citizen of Tarrant County, Texas.

4.5 Defendant/Counter-Plaintiff DJ Equipment Rentals & Sales, LLC, a/k/a JD Equipment Rentals & Sales ("DJ Equipment"), is a Texas limited liability company doing business in Texas.

4.6 Defendant/Counter-Plaintiff Delilah Sanchez is an individual resident and citizen of Bexar County, Texas.

4.7 Defendant/Counter-Plaintiff Barnett Cartel, L.P. is a domestic foreign limited partnership, doing business in Texas.

4.8 Defendant/Counter-Plaintiff Air Renaissance, LLC is a Delaware limited liability company doing business in Texas.

4.9 Defendants Star & Associates, LLC is a domestic corporation doing business in Texas.

4.10 Arrow Equipment and Rentals, LLC is a dissolved domestic limited liability company doing business in Texas.

4.11 Larry K Griggs, is an individual resident and citizen of Tarrant County, Texas.

4.12 Plaintiff/Counter-Defendant Superior Energy Services, Inc. ("Superior") is a Delaware corporation with its principal place of business in Houston, Texas, and is the ultimate parent corporation of SESI, L.L.C. and of Integrated Production Services, Inc.

4.13 Plaintiff/Counter-Defendant SESI, L.L.C. ("SESI") is a Delaware limited liability company with its principal place of business in Houston, Texas.

4.14 Plaintiff/Counter-Defendant Integrated Production Services, Inc. ("IPS"; collectively, Superior, SESI, and IPS shall be referred to herein as "Plaintiffs" and/or "Counter-Defendants") is a Delaware corporation with its principal place of business in Houston, Texas.

V. Jurisdiction and Venue

5.1 The amount in controversy is within the jurisdictional limits of this court. Venue is proper in Tarrant County because the events and/or omissions giving rise to the claim which form the basis of this suit occurred at least in part within Tarrant County, Texas.

VI. Factual Background

6.1 Defendant/Counter-Plaintiff DJ Equipment had a contractual agreement with Plaintiffs/Counter-Defendants to provide valuable goods and/or services at an oilfield location owned and/or operated by Plaintiffs/Counter-Defendants. These goods and/or services were provided by DJ Equipment, and Plaintiff accepted the goods and/or services.

6.2 DJ Equipment has provided multiple invoices to Plaintiffs/Counter-Defendants, requesting payment for these materials and services rendered. However, Plaintiffs/Counter-Defendants have failed to pay the balance owed of at least $132,868.26. Attached hereto as Exhibit A-1 are true and correct copies of unpaid invoices sent to Plaintiffs/Counter-Defendants by DJ Equipment. Attached hereto as Exhibit A-2 is a true and correct copy of an affidavit by Delilah Sanchez, co-owner of DJ Equipment, acknowledging that to date, these goods and/or services were provided to Plaintiffs/Counter-Defendants without payment. As a direct and proximate result, DJ Equipment has been damaged in an amount in excess of the minimum jurisdictional limits of the Court, for which DJ Equipment now sues.

6.3 In addition, at all relevant times, Defendants/Counter-Plaintiffs Larry C. Davis, Donna Davis, Amy Warner, and Clyde J. Warner (the "Davis Defendants") worked for IPS. On or about October 10, 2017, IPS terminated Larry C. Davis, Donna Davis, Amy Warner, and Clyde J. Warner. A dispute and actual controversy has arisen between Defendants/Counter-Plaintiffs and IPS regarding their employment and later termination from IPS, in addition to the rights, duties, and obligations of Defendants/Counter-Plaintiffs and IPS during and after their employment with IPS.

6.4 In addition, on or about January 24, 2018, Plaintiffs served their Subpoena for Production of Documents to Bold Production Services, Inc. and Notice of Deposition on Written Questions (the "Subpoena"). Bold Production Services, Inc. ("Bold") is an oil field equipment supplier who has rented equipment from Prime Production Services ("Prime"), which is owned by Defendants Larry Davis and Amy Davis. However, upon information and belief, Bold will no longer do business with Prime as a result of the subpoena and Defendants' involvement in the matter. Not stopping there, Counter-Defendants have continued to attempt to disrupt the employment and business relationships of the Davis Defendants. As a result of the foregoing, Plaintiffs have tortuously interfered with Defendants' prospective business relations.

VII. Causes of Action

7.1 **Alternative Pleadings**. To the extent necessary, each claim set forth below is plead in the alternative. Defendants/Counter-Plaintiffs reference and incorporate the sections listed above into each claim set forth below as if same had been set forth fully therein.

7.2(a) **Breach of Contract**. Defendant/Counter-Plaintiff DJ Equipment is a party to a valid, enforceable contract with Plaintiffs/Counter-Defendants. DJ Equipment performed its contractual obligations by providing valuable goods and/or services to Plaintiffs/Counter-

Defendants. Plaintiffs/Counter-Defendants failed to pay for these agreed-upon goods and/or services and, as a result, have breached the contract. As a direct and proximate result, Defendant/Counter-Plaintiff DJ Equipment Rentals has been damaged in an amount in excess of the minimum jurisdictional limits of the Court, for which DJ Equipment now sues.

7.2(b) **Breach of Contract**. Additionally and/or alternatively, Plaintiffs/Counter-Defendants breached its employment contract with Defendants/Counter-Plaintiffs Larry Davis, Donna Davis, Amy Davis Warner and Clyde Warner (the "Davises"). The Davises had at-will employment contracts with Plaintiffs/Counter-Defendants. Plaintiffs/Counter-Defendants acted in bad faith in terminating the Davises. As a direct and proximate result, the Davises have been damaged in an amount in excess of the minimum jurisdictional limits of the Court, for which the Davises now sue.

7.3 **Quantum Meruit**. Additionally and/or alternatively, Defendant/Counter-Plaintiff DJ Equipment provided valuable services and/or materials to Plaintiffs/Counter-Defendants. These services and/or materials were provided for Plaintiffs/Counter-Defendants. Plaintiffs/Counter-Defendants accepted the services and/or materials. Plaintiffs/Counter-Defendants had reasonable notice that DJ Equipment expected compensation for the services and/or materials provided. However, Plaintiffs/Counter-Defendants have failed to pay on these services and/or materials. As a direct and proximate result, DJ Equipment has been damaged in an amount in excess of the minimum jurisdictional limits of the Court, for which DJ Equipment now sues.

7.4 **Suit on Sworn Account**. Additionally and/or alternatively, Defendant/Counter-Plaintiff DJ Equipment furnished goods and/or services to the Plaintiffs/Counter-Defendants. The prices charged were just and true because they were according to the terms of a contract or they

were the usual, customary, and reasonable prices used in the industry. All lawful offsets, payments, and credits have been applied to the account. The account remains unpaid. The damages are liquidated. Defendant/Counter-Plaintiff DJ Equipment has filed this claim under oath.

7.5 **Suit on Account and Debt**. Additionally and/or alternatively, Plaintiffs/Counter-Defendants are indebted to Defendant/Counter-Plaintiff DJ Equipment by virtue of their failure to pay DJ Equipment for goods and services provided to Plaintiffs/Counter-Defendants. DJ Equipment delivered and/or provided goods and services to Plaintiffs/Counter-Defendants. The prices charged for the goods and services are just, and the amount owed for such goods and services remains unpaid by Plaintiffs/Counter-Defendants. Accordingly, Defendant/Counter-Plaintiff DJ Equipment brings this cause of action against Plaintiffs/Counter-Defendants to recover the amounts due and outstanding, which amounts are within the jurisdictional limits of this Court.

7.6 **Tortious Interference w/ Prospective Business Relations**. Additionally and/or alternatively, there was a reasonable probability that the Davis Defendants and/or Prime would have entered into a business relationship with Bold. Plaintiffs/Counter-Defendants intentionally and/or maliciously interfered with this relationship. Plaintiffs/Counter-Defendants' conduct was independently tortious or unlawful. The interference proximately caused the Davis Defendants' injury. As a direct and proximate result of Plaintiffs/Counter-Defendants' actions, the Davis Defendants' suffered actual damage or loss in an amount in excess of the minimum jurisdictional limits of this Court, for which the Davis Defendants now sue.

7.7 **Tortious Interference with an Existing Contract.** Additionally and/or alternatively, the some or all of the Davis Defendants entered into employment contracts, albeit at-will contracts, with other employers after being terminated by Plaintiffs. Plaintiffs/Counter-Defendants intentionally and and/or willfully engaged in actions interfering with those contracts.

The interference proximately caused the Davis Defendants' injury. As a direct and proximate result of Plaintiffs/Counter-Defendants' actions, the Davis Defendants' suffered actual damage or loss in an amount in excess of the minimum jurisdictional limits of this Court, for which the Davis Defendants now sue.

7.8 **Declaratory Judgment**. A dispute has arisen between Defendants/Counter-Plaintiffs, on the one hand, and Plaintiffs/Counter-Defendants, on the other hand, concerning the rights, duties, and obligations related to their employment and/or the contractual agreements between the parties. Therefore, Defendants/Counter-Plaintiffs are seeking a declaratory judgment.

7.9 **Actual Damages**. As a result of the wrongful acts and/or omissions of Plaintiffs/Counter-Defendants, as alleged above, the Defendants have suffered injuries and actual damages in a sum which is within the jurisdictional limits of this Court, and the Defendants seek to recover all such actual damages from IPS.

7.10 **Punitive Damages**. The acts and omissions of Plaintiffs/Counter-Defendants, as complained of herein, have been committed intentionally, knowingly and/or maliciously and in complete disregard of the rights and welfare of Defendants/Counter-Plaintiffs. Moreover, such actions have been taken by Plaintiffs/Counter-Defendants with the intent to interfere with prospective business relations of Defendants/Counter-Plaintiffs. Accordingly, in addition to any other relief, Defendants/Counter-Plaintiffs seek the recovery of punitive or exemplary damages from Plaintiffs/Counter-Defendants in an amount in excess of the Court's minimum jurisdictional limits as to be determined by the trier of fact in accordance with the applicable provisions of Chapter 41 of the Texas Civil Practice & Remedies Code.

7.11 **Attorneys' Fees.** Due to the acts and/or omissions complained of herein, it was necessary for Defendants to retain the law firm of Hill Gilstrap, P.C. to represent them and bring

forth the claims set out herein. Defendants have incurred attorneys' fees and costs in connection with this lawsuit, including the preparation and filing of this lawsuit. Defendants respectfully request the Court to award their reasonable and necessary attorneys' fees and costs of court as permitted at law, in equity, and the TEX. CIV. PRAC. & REM. Code, Sections 37.009, 38.001(7) & 38.001(8).

VIII. CONDITIONS PRECEDENT

8.1 All conditions precedent to Defendants' right to the relief sought herein have been performed or have occurred.

PRAYER

For these reasons, Defendants ask the Court to dismiss Plaintiffs' claims or render judgment that Plaintiffs take nothing, and that the Court render a declaratory judgment in favor of Defendants, assess costs against Plaintiffs, and grant Defendants such other relief to which they are justly entitled.

Respectfully submitted,

/s/ Frank Hill
Frank Hill 09632000
fhill@hillgilstrap.com
Gregory Eyster 24055462
geyster@hillgilstrap.com
Daniel J. Graves 24101822
dgraves@hillgilstrap.com

HILL GILSTRAP, PC
1400 W. Abram
Arlington, Texas 76013
(817) 261-2222
(817) 861-4685 fax

AND

Blake L. Beckham 02016500

blake@beckham-group.com

THE BECKHAM GROUP, P.C.
3400 Carlisle, Suite 500
Dallas, Texas 75204
(214) 965-9300
(214) 965-9301 fax

ATTORNEYS FOR DEFENDANTS/ COUNTER- PLAINTIFFS

CERTIFICATE OF SERVICE

Undersigned counsel hereby certifies that a copy of the foregoing document was served on all counsel of record via e-service on October 25, 2019

THE MILLER LAW FIRM
MICHAEL A. MILLER
mmiller@tmlfpc.com

MURRAY J. ROSSINI
mrossini@tmlfpc.com

CLARK S. BUTLER
cbutler@tmlfpc.com

Turtle Creek Centre
3811 Turtle Creek Blvd., Ste. 1950
Dallas, Texas 75219

/s/ Frank Hill
Frank Hill