

HILLCO PARTNERS,
Plaintiff

v.

SNAPPER CARR, BRANDON,
AGHAMALIAN, and FOCUSED
ADVOCACY, LLC
Defendants

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IN THE DISTRICT COURT

OF TRAVIS COUNTY, TEXAS

261st JUDICIAL DISTRICT

**DEFENDANT SNAPPER CARR'S ORIGINAL ANSWER
and COUNTERCLAIM**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Defendant, Snapper Carr, by and through his attorney of record, in the above styled and numbered cause, and files this Answer to the Plaintiff's Original Petition and Counterclaim and would show the Court as follows:

A. GENERAL DENIAL

1. Pursuant to Rule 92 of the Texas Rules of Civil Procedure, Defendant denies each and every, all and singular, the allegations contained in Plaintiff's Original Petition, and demands strict proof thereof by a preponderance of the evidence.

B. SPECIFIC DENIAL

2. Pleading further, if such be necessary, Defendant Carr specifically denies any allegation that he at any time recruited candidates to seek election against any sitting member of the Texas Legislature.

3. Defendant Carr specifically denies that he was ever in a fiduciary relationship with Plaintiff HillCo Partners.

4. Defendant Carr specifically denies that all conditions precedent were performed or have occurred, as Plaintiff HillCo Partners alleged in its original petition under Texas Rule of Civil Procedure 54.

5. Defendant Carr specifically denies and has provided the Plaintiff HillCo Partners with evidence that contradicts the assertions that he failed to responsibly carry out the duties of his employment with Plaintiff HillCo Partners, including evidence that illustrates continual efforts to maintain clients for the firm.

6. Defendant Carr specifically denies that the Plaintiff HillCo Partners has suffered any irreparable harm.

7. Defendant Carr specifically denies that Plaintiff HillCo Partners is entitled to injunctive relief since there is no immediate harm nor is it probable that Plaintiff HillCo Partners will ultimately prevail.

8. Defendant Carr specifically denies, if such be necessary, that the status quo would be maintained by granting injunctive relief.

9. Defendant Carr specifically denies that an attorney-client relationship ever existed for the relevant times of this dispute between Plaintiff HillCo Partners and Defendant Carr.

10. Defendant Carr specifically denies the existence and applicability of Tex.Civ.Prac. & Rem. Code, Sec. 65.001(1), (2), (3) and (5).

C. AFFIRMATIVE DEFENSES

11. Pleading further, if such be necessary, Defendant Carr affirmatively asserts that any former municipal clients of the Plaintiff HillCo Partners joined the firm after Defendant Carr and Co-Defendant Agahamalian formed a specialized local government practice at the firm and their

needs were primarily serviced, as stated in the client agreements, by Defendant Carr and Co-Defendant Agahamalian's municipal expertise.

12. All clients serviced by Defendant Carr while employed by Plaintiff HillCo Partners were operating under "at will" agreements that provided those Clients with the right to terminate, with or without cause, their respective relationships with the Plaintiff HillCo Partners.

13. Pleading further, if such be necessary, Defendant Carr affirmatively asserts that his employment relationship with Plaintiff HillCo Partners was an "at will" agreement that did not include a covenant not to compete. Specifically, the Plaintiff HillCo Partners' "Personnel Policy Guidelines" filed with the Court expressly states: "All employees are employed 'at will' for an indefinite period and are subject to termination at any time, for any reason, with or without cause or notice. At the same time, such employees may terminate their employment at any time for any reason."

14. Pleading further, if such be necessary, Defendant Carr affirmatively asserts that Plaintiff HillCo Partners' "Personnel Policy Guidelines" does not constitute a valid Employment Contract. Specifically, the Plaintiff HillCo Partners' "Personnel Policy Guidelines" filed with the Court expressly states: "The Manual should not be read or otherwise interpreted as forming a contract, express or implied, or a promise of any nature that the guidelines and policies will be applied in any particular fashion or manner."

15. Pleading further, if such be necessary, Defendant Carr affirmatively asserts, if such be necessary, that the justification and reason for leaving the employment of Plaintiff HillCo Partners was due, in part, to the increasing and burdensome issues concerning conflicts and potential

conflicts of interest between his municipal clients and Plaintiff HillCo Partners' private sector clients.

16. Pleading further, if such be necessary, Defendant Carr affirmatively asserts that the working environment at Plaintiff HillCo Partners was increasingly hostile and allowed firm management to continually use unprofessional, insensitive, and derogatory references to both clients and elected officials.

17. Pleading further, if such be necessary, Defendant Carr affirmatively asserts that the Plaintiff HillCo Partners' lack of attention and disregard for regulatory and ethical compliance contributed, in part, to his justification and rationale for leaving the employment of Plaintiff HillCo Partners.

18. Pleading further, if such be necessary, Defendant Carr asserts that the Texas Disciplinary Rules of Professional Conduct allow a lawyer to disclose confidential and unprivileged information to the extent reasonably necessary to establish a defense on behalf of the lawyer in a controversy between the lawyer and the client.

19. Defendant Carr specifically asserts that the Plaintiff HillCo Partners' claims are meritless and the chances of recovery are remote. While the Plaintiff HillCo Partners' chances of prevailing are improbable, any remedy for the Plaintiff HillCo Partners, which is unlikely, is adequately addressed at law as opposed to equity.

20. Defendant Carr affirmatively asserts the doctrine of estoppel.

21. Defendant Carr affirmatively asserts the doctrine of waiver.

22. Defendant Carr affirmatively asserts the doctrine of laches.

23. Defendant Carr affirmatively asserts that Defendant HillCo Partners has failed to mitigate its damages, if any.

24. Defendant Carr affirmatively asserts the doctrine of unclean hands.

25. Defendant Carr pleads that all affirmative defenses asserted are specific denials and all specific denials are also affirmative defenses.

D. VERIFIED DENIALS

26. Pursuant to Tex.R.Civ.P. 93, Defendant Carr states that there is a defect in the parties and specifically denies that Defendant HillCo Partners is entitled to recover in the capacity in which it sues.

27. Pleading further, if such be necessary, Defendant Carr affirmatively states there has been a failure of consideration since the amount of employee compensation which he was promised was not paid.

28. Defendant Carr, if such be necessary, further denies the authenticity and genuineness of Exhibit "A" to Plaintiff's Original Petition and Application for Temporary Injunction.

29. Defendant Carr incorporates by reference the answer and all amendments subsequent thereto of Co-Defendant Focus Advocacy as if set forth at length.

E. COUNTERCLAIM

30. Defendant Carr is entitled to recover court costs and reasonable and necessary attorneys' fees as a prevailing party for a suit brought under Chapter 134, Texas Civil Practice and Remedies Code.

31. Defendant Carr respectfully reserves the right to amend this answer to Plaintiff HillCo Partners' Original Petition after he has had an opportunity to more closely investigate the

claims, as is his right and privilege under the Texas Rules of Civil Procedure and the laws of the State of Texas.

32. Defendant Carr respectfully reserves the right to assert further counterclaims after he has had an opportunity to more closely investigate the claims, as is his right and privilege under the Texas Rules of Civil Procedure and the laws of the State of Texas.

WHEREFORE PREMISES CONSIDERED, the above answer is respectfully submitted to the Court and Jury by Defendant Carr who asks that Plaintiff HillCo Partners take nothing; that Defendant Carr be allowed to recover his costs and that the Court award Defendant Carr such other and further relief as the Court may deem proper under the circumstances.

Respectfully submitted,

MOORE LANDREY, L.L.P.

/s/ Ethan L. Shaw

ETHAN L. SHAW

TEXAS BAR NO. 18140480

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(512) 320-8906 FAX

ATTORNEYS FOR DEFENDANT
SNAPPER CARR

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above and foregoing instrument has been served by certified mail, return receipt requested and/or facsimile to the following counsel of record in accordance with the Texas Rules of Civil Procedure, on this 6th day of July, 2010:

J. Hampton Skelton
Skelton & Woody
P.O. Box 1609
Austin, TX 78767-1609

/s/ Ethan L. Shaw
ETHAN L. SHAW

AFFIDAVIT

THE STATE OF TEXAS

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COUNTY OF TRAVIS

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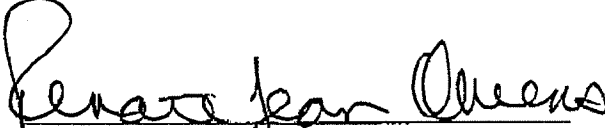
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BEFORE ME, the undersigned authority, on this day personally appeared SNAPPER CARR, known to me to be the person and whose name is subscribed below, and who, after being duly sworn by me, does upon his oath depose and say that he is a Defendant in the above-referenced cause and that he is duly authorized to execute this affidavit, and that he is cognizant of the facts set out in Paragraphs 26 and 27 of Defendant's Original Answer to Plaintiff's Original Petition and that said allegations are true and correct.



SNAPPER CARR

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, by the said Snapper Carr, on this the 6th day of July, 2010.



NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

