NO. 02-0730

IN THE

SUPREME COURT

OF TEXAS

EXCESS UNDERWRITERS AT LLOYD'S, LONDON and CERTAIN COMPANIES SUBSCRIBING SEVERALLY BUT NOT JOINTLY TO POLICY NO. 548/TA4011F01,

Petitioners,

v.

FRANK'S CASING CREW & RENTAL TOOLS, INC.,

Respondent.

PETITIONERS' BRIEF IN REPLY

J. Clifton Hall III
State Bar No. 00793204
N. Jerae Carlson
State Bar No. 24012386
2800 Post Oak Boulevard, 64th Floor
Houston, Texas 77056
Telephone: (713) 871-9000
Telecopier: (713) 871-8962

ATTORNEYS FOR PETITIONERS, EXCESS UNDERWRITERS AT LLOYD'S

TABLE OF CONTENTS

INDEX OF AUTHORITIES

CASES

OTHER

NO. 02-0730

EXCESS UNDERWRITERS AT LLOYD'S, LONDON and CERTAIN COMPANIES SUBSCRIBING SEVERALLY BUT NOT JOINTLY TO POLICY NO. 548/TA4011F01,

Petitioners,

v.

FRANK'S CASING CREW & RENTAL TOOLS, INC.,

Respondent.

PETITIONERS' BRIEF IN REPLY

Excess Underwriters do not seek review to overrule *Matagorda*, but to answer whether it extends to bar reimbursement under the very different facts and circumstances of this case and under legal theories not addressed in *Matagorda*. Excess Underwriters did not waive application of Louisiana law, but established in the trial court that Louisiana law controls and entitles Excess Underwriters to reimbursement as a matter of law.

ARGUMENT AND AUTHORITIES

I. *Matagorda* Does Not Bar Excess Underwriters' Reimbursement Claims.

The trial court erred in denying Excess Underwriters' right to reimbursement on the sole basis of *Matagorda*. The court of appeals affirmed reluctantly, recognizing "this case carries *Matagorda County* to a logical conclusion that is somewhat disquieting–Frank's was able to resolve the parties' coverage dispute in its own favor simply by sending a *Stowers* demand to the Underwriters." This Court should grant review because, despite Frank's superficial recitation of *Matagorda*, Frank's is not the County and Excess Underwriters are

not TAC.

Moreover, this Court has not addressed reimbursement under the doctrine of assumpsit (or Louisiana law). Nor has this Court considered quantum meruit under analogous facts. Those theories of recovery do not require the insured's consent to the relief sought. And *Matagorda* does not now, as Frank's contends, superimpose a consent requirement for reimbursement under quantum meruit and assumpsit.

Although Frank's refuses to recognize any distinctions between primary and excess insurers, this Court has. Those distinctions impose different legal duties based on commercial realities and the nature of the contractual relationship between the insurers and the insured.[1] The fact that Excess Underwriters provided excess coverage is not only factually, but legally significant.

A. This is not *Matagorda*–factually or legally. Frank's was not silent, but demanded and affirmatively accepted settlement.

Frank's disingenuously likens itself to the County, seeking to be the passive innocent. It is not. Factually, Frank's contends that it (like the County) "remained silent" in response to Excess Underwriters' stated intentions to seek reimbursement.[2] But Frank's demanded and approved the settlement, participated in the settlement hearing, and executed the settlement agreement. Frank's also controlled the defense of the litigation.[3] Because Frank's cannot simply ignore these undisputed facts, it argues they have absolutely no significance.

---

[1] *See generally e.g. Keck, Mahin & Cate v. National Union Fire Ins. Co. of Pittsburgh, PA*, 20 S.W.3d 692, 700–01 (Tex. 2000)(recognizing that excess insurers typically assume fewer duties under the insurance contract than primary insurers).

[2] Respondent's Brief on the Merits at 9.

[3] CR Vol. VII 1427–28, 1429–30, 1445.

Frank's contends Excess Underwriters were in the driver's seat the entire time. Nothing is farther from the truth. While Excess Underwriters exercised their right under the policy to hire counsel to assist in the defense, that counsel was subordinate to Frank's own counsel as was required by Frank's.[4] That counsel was not imposed upon, but approved by Frank's. Indeed, Frank's and the additional counsel expressly agreed, to avoid any confusion, that he would be subordinate to Frank's primary counsel.[5] Excess Underwriters did not control Frank's defense, nor did they attempt to.

Frank's further contends that the County (like Frank's) demanded settlement under *Stowers*.[6] To the contrary, the County did not "demand that the [insurer] settle or do anything to affirmatively accept the settlement."[7] Frank's most certainly did. Frank's cannot just ignore this distinction. Nor can it ignore the undisputed fact that Frank's was required to (and did) consent to the settlement under the umbrella policy–not under *Matagorda*. Instead, Frank's contends that the policy's consent requirement is wholly irrelevant in light of *Matagorda's* consent requirement. Frank's fails to point out, however, that it settled the underlying litigation and executed the settlement agreement months before the court of appeals even issued its opinion in *Matagorda*.[8] Notwithstanding, the County's policy did not impose *but negated* a consent requirement and TAC, in fact, settled without the County's

---

[4] *See id.*; CR Vol. II 453–54; Apx. tab D at 329 (Condition H).

[5] CR Vol.VII at 1427-428.

[6] *See* Respondent's Brief on the Merits at 12–13.

[7] *Texas Ass'n of Counties County Gov't Risk Mgmt. Pool v. Matagorda County,* 52 S.W.3d 128, 139 (Tex. 2000) (dissent).

[8] Compare *Matagorda County v. Texas Ass'n of Counties County Gov't Risk Mgmt. Pool*, 975 S.W.2d 782 (Tex.App.-Corpus Christi Aug. 20, 1998) with Apx. tab E at 1377 (Apr. 20, 1998) and CR Vol. VII at 1383 (Feb. 24, 1998).

consent. Those facts fostered the potential for a conflict to arise. Frank's, on the other hand, stands in a much different position than the County because the umbrella policy required Frank's consent to settle and Frank's undisputably gave that consent.[9] Excess Underwriters did not (and could not) settle at the expense of Frank's.

Moreover, Frank's is a sophisticated insured that negotiated (with the aid of a professional broker), bargained for, and paid a premium for a multimillion dollar insurance contract.[10] Insurers cannot be the only ones held responsible for keeping the bargains they make. These parties clearly never intended for the insurance contract to pay for noncovered claims. That intent should not be overridden simply because it is the insured being held to its bargain.

Legally, Frank's contends that *Matagorda* addressed and foreclosed Excess Underwriters' claims for reimbursement under the equitable doctrines of quantum meruit and assumpsit.[11] While the *Matagorda* courts disposed of recovery under quantum meruit on the facts of that case (because the settlement bypassed the insured),[12] TAC did not plead assumpsit as a basis for reimbursement. Therefore, neither court discussed assumpsit.

---

[9] *Excess Underwriters at Lloyd's v. Frank's Casing Crew & Rental Tools, Inc.*, No. 14-01-00349-CV, 2002 WL 1404705, *2 (Tex.App.–Houston [14th Dist.] June 27, 2002).

[10] Apx. tab D at 315. Lowndes Lambert Oil & Energy Limited was Frank's international insurance broker for the umbrella policy.

[11] *See* Respondent's Brief on the Merits at 19, 20 & n.2. Excess Underwriters did raise the issue of reimbursement under quantum meruit and assumpsit in an amicus brief in *Matagorda County*. Frank's suggestion that Excess Underwriters have not been candid with this Court regarding their interest in the outcome of that case is unfounded. Excess Underwriters complied with the rules regarding amicus briefs, had no interest in the case in which the brief was filed, and are not otherwise required to be totally disinterested in the potential legal implications of the case. *See e.g., Texas Ass'n of Long Distance Telephone Cos. v. PUC of Tex.*, 798 S.W.2d 875 (Tex.App.–Austin 1990, no writ)(accepting amicus brief from a party to the underlying suit, but who was not a party to the appeal); Tex. R. App. Proc. 11 (West 2002).

[12] *See* 52 S.W.3d at 134 (agreeing with *Matagorda County v. Texas Ass'n of Counties County Gov't Risk Mgmt. Pool*, 975 S.W.2d 782, 785 (Tex. App.–Corpus Christi 1998).

Significantly, neither quantum meruit nor assumpsit requires Frank's consent to reimbursement. Rather, the obligation to reimburse is implied in law without reference to the parties' intent.[13]

Frank's clearly unilaterally negotiated settlement and executed the settlement agreement. Yet Frank's asks this Court to ignore the context of its call to underlying Plaintiffs in which Frank's elicited the settlement demand and to totally disregard the context and express language of the settlement agreement.[14] Throughout the underlying litigation Frank's contended it had little (if any) liability exposure. But two days into trial, Frank's in-house counsel made an "emergency" call to Plaintiffs' counsel, late in the evening, for the sole purpose of extracting a settlement demand.[15] This exchange cannot now be explained away as a follow-up to a previously rejected demand.[16] While Frank's seeks praise for having previously rejected an unreasonable demand. That is irrelevant to any issue before the Court. The demand at issue is the one that Frank's elicited and demanded Excess Underwriters pay and that was conditionally funded by Excess Underwriters.

Further, and perhaps more importantly, the settlement agreement preserves this action for reimbursement. This Court did not disregard the settlement agreement in *Matagorda* and should not do so here.[17] At the time of drafting and executing the settlement agreement,

---

[13] *See e.g., Heldenfels Bros., Inc. v. Corpus Christi*, 832 S.W.2d 39, 41 (Tex. 1992); *Amoco Prod. Co. v. Smith*, 946 S.W.2d 162, 164 (Tex.App.–El Paso 1997, no writ); *King v. Tubb*, 551 S.W.2d 436, 442 (Tex.Civ.App.–Corpus Christi 1977, no writ).

[14] *See* Respondent's Brief on the Merits at 4, 12–13, 15–16.

[15] CR Vol. VII 1419–420.

[16] *See* Respondent's Brief on the Merits at 12.

[17] *See* 52 S.W.3d at 130 n.2 (specifically noting that the "settlement agreement suggests that the County did not participate in the settlement negotiations. The release recites 'that all negotiations have taken place strictly between a representative of the insurer for the County and the *Coseboon* plaintiffs' counsel.'")

Underwriters' reimbursement claim against Frank's was pending, Frank's had answered it, and the settlement agreement expressly preserved "existing and future claims."[18] Frank's self-serving statements that Excess Underwriters would waive coverage defenses by funding the settlement *upon Frank's very demand* cannot be controlling and cannot extinguish Excess Underwriters' pre-existing rights.[19] Indeed, the trial court ruled there was no coverage and, but for its interpretation of *Matagorda*, Excess Underwriters were entitled to reimbursement as a matter of law.[20]

B. Quantum Meruit and Assumpsit Do Not Require an Absence of Benefit to Excess Underwriters.

Frank's incorrectly argues that Excess Underwriters must show that their payment benefitted only Frank's for quantum meruit or assumpsit to apply.[21] That is an incorrect statement of the law. The case cited by Frank's, *Truly v. Austin*, says the services rendered must be for the person charged, as opposed to one receiving incidental benefits from the transaction.[22] Frank's release from a 7 million-dollar *noncovered* debt by the payment of its Excess Underwriters is hardly an incidental benefit. Frank's received the direct benefit of the payment, not Excess Underwriters. And whether Excess Underwriters benefitted from its actions is completely irrelevant to recovery under assumpsit. All a plaintiff need show is that defendant holds money that in equity and good conscience belongs to the plaintiff.[23]

---

[18] CR Vol. I 2, 14–18; Apx. tab E at 1369–370, 1373–379.

[19] CR Vol. III 000731–32.

[20] CR Vol. XV 003227, 003229, 003210–211, 003213–214.

[21] *See* Respondent's Brief on the Merits at 20.

[22] *See Truly v. Austin*, 744 S.W.2d 934, 937 (Tex. 1988). *See also Bashara v. Baptist Memorial Hospital System*, 685 S.W.2d 307, 310 (Tex. 1985).

[23] *See Staats v. Miller*, 243 S.W.2d 686, 687 (Tex. 1951).

Furthermore, *Matagorda* does not bar equitable reimbursement if an insurer might theoretically benefit from a settlement. Frank's argues that Excess Underwriters benefitted by settling questionable claims to protect themselves from future liability should the claims later be determined to be covered.[24] This does not mean, and the *Matagorda* court did not say, that the insurer was estopped as a result from an equitable theory of recovery. Rather, the court held that "in the circumstances presented," quantum meruit did not apply because the insurer's settlement bypassed the insured (this settlement did not bypass Frank's) and did not require its acceptance or approval (Frank's approval was specifically required by the policy and repeatedly given).[25] Again, Frank's now argues that the policy provision requiring Frank's written approval of the settlement is wholly irrelevant.[26] Indeed, this is the tact Frank's took when Excess Underwriters repeatedly tried to resolve the coverage dispute. According to Frank's, there was coverage for the underlying claims regardless of what the policy said.

But neither Frank's nor *Matagorda* rewrote the policy or changed the fact that Frank's accepted the settlement funding knowing that Excess Underwriters had not once, but three separate times, placed the condition upon the money that it would seek reimbursement if the claims were not covered.[27] Excess Underwriters issued two reservation of rights letters

---

[24] Respondent's Brief on the Merits at 11–12.

[25] *Texas Ass'n of Counties County Gov't Risk Mgmt. Pool v. Matagorda County*, 52 S.W.3d 128, 130 & n.2, 134 (Tex. 2000); *Matagorda County v. Texas Ass'n of Counties County Gov't Risk Mgmt. Pool*, 975 S.W.2d 782, 785 (Tex. App.–Corpus Christi 1998).

[26] *See* Respondent's Brief on the Merits at 11.

[27] Frank's relies on the affidavit of its in-house counsel, Michael Andrepont, as evidence that Excess Underwriters never told Frank's that they would seek reimbursement until the day before the settlement hearing. Not only is it untrue, Mr. Andrepont's self-serving testimony is unreliable. During the underlying litigation, Mr. Andrepont surreptitiously tape-recorded a telephone call between himself and Excess Underwriters' counsel, Mr. James Cooper, and attempted to use

before settlement was ever discussed,[28] and three letters during settlement negotiations that made it clear Excess Underwriters would not solely fund a settlement without a reservation of their rights to be reimbursed if there was no coverage.[29] Excess Underwriters made their funding condition clear. Frank's admits the offer was conditional and there can be no dispute that Frank's accepted that offer.[30] Notwithstanding, Frank's conduct in demanding, participating in, and executing the settlement do not demonstrate an objection to Excess Underwriters' conditional offer to fund the settlement, but give rise to an implied in law promise to reimburse. To permit Frank's to now disregard the funding condition or unilaterally change its terms disserves and undermines basic notions of fairness.[31] There is nothing unfair, on the other hand, in requiring Frank's to disgorge the benefits it obtained under a settlement that was admittedly conditioned on reimbursement in the event no coverage would found.

C. Excess Underwriters Did Not Have the Benefit of the *Matagorda* Options

Frank's contends the Court should deny review because Excess Underwriters allegedly failed to exercise one of three Post-*Matagorda* options.[32] Again, Frank's does not acknowledge that Excess Underwriters did not have the benefit of that case to guide its

---

excerpted language from the transcript of that conversation as evidence against Excess Underwriters without producing it. Mr. Andrepont's partial defense to his conduct was that, as a member of the Louisiana bar, he is not obligated to comply with the Texas rules of professional conduct. The trial court sanctioned Frank's. *See* CR Vol. XV 3233–34.

[28] CR Vol. III at 687-695, 697-699.

[29] CR Vol. III at 679-682, 683-684, 717-720.

[30] Respondent's Brief on the Merits at 18; 52 S.W.3d at 139 (dissent)(citing *Walbrook Ins. Co. v. Goshgarian & Goshgarian*, 726 F. Supp. 777, 784 (C.D. Cal. 1989)).

[31] 52 S.W.3d at 139, 140 (dissent). *See also Blue Ridge Ins. Co. v. Jacobsen*, 22 P.3d 313, 321 (Cal. 2001); *Colony Ins. Co. v. G & E Tires & Serv., Inc.*, 777 So.2d 1034, 1039 (Fla.App.–1st Dist. 2000).

[32] *See* Respondent's Brief on the Merits at 17–18.

decisions. Even without such guidance, Excess Underwriters acted reasonably, in good faith, and in accordance with then-existing law.[33]

In *Matagorda*, the insurer made *no* good faith effort to resolve coverage before settling the underlying claim.[34] Before filing this action and before settlement, Excess Underwriters made repeated, good faith efforts to resolve coverage, including seeking reimbursement. If not for Frank's recalcitrance in resolving coverage and simultaneous demands for settlement, this suit would have been wholly unnecessary.

Frank's also suggests that the *Matagorda* options are equally available to primary and excess insurers. That is not so. Here, there was no coverage under the umbrella policy for the claims made against Frank's. Even if there had been a potential for coverage, Excess Underwriters had no duty to defend Frank's under the plain language of the policy and the law. Moreover, any duty to indemnify would not have been triggered until the primary layer was exhausted. In this case, the primary layer was exhausted with the settlement. Prior to that time, Excess Underwriters' duty to indemnify was not justiciable. These are not the circumstances under which *Matagorda* was decided nor are they the circumstances contemplated by the Court.

II. Excess Underwriters did not waive application of Louisiana law, but established in the trial court that Louisiana law controls and entitles Excess Underwriters to reimbursement as a matter of law.

Excess Underwriters have not waived the application of Louisiana law on the reimbursement issue. That choice-of-law issue was squarely before the trial court and its

---

[33] 52 S.W.3d at 137–38 (dissent)(discussing Texas cases, Fifth Circuit cases, and other persuasive authority).

[34] *See* 52 S.W.3d at 135 & n.6.

decision to apply *Texas Assoc. of Counties County Gov't Risk Mgmt. Pool v. Matagorda County*[35] to the undisputed facts of this case is the basis for appeal. In arguing otherwise, Frank's misstates the evidence in the record, omits relevant Texas law, and misstates other law to obtain its preferred result. No matter how Frank's spins it, the application of Louisiana law was addressed below and is properly before this Court.

A. Excess Underwriters raised the choice-of-law issue in the trial court.

Applicable law is a legal question and is not waived if the trial court had an opportunity to rule on that issue before it rendered the erroneous judgment.[36] The trial court originally granted Excess Underwriters' motion for summary judgment on reimbursement, which relied on Louisiana law, as well as persuasive authority from other jurisdictions.[37] In granting Excess Underwriters' motion and denying Frank's cross-motion, the trial court was neither persuaded by nor bound by the court of appeals' decision in *Matagorda*. Only when *Matagorda* became binding authority did the court feel compelled to reconsider its significance (if any) and asked the parties to address whether *Matagorda* "applies or does not apply to the case at bar."[38]

Excess Underwriters responded that "Louisiana Law Governs Excess Underwriters' Right to Reimbursement," presented the relevant choice-of-law contacts for application of Louisiana law, established that Louisiana law entitles Excess Underwriters to reimbursement

---

[35] 52 S.W.3d 128, 44 Tex. Sup. Ct. J. 215 (2000).

[36] *See Holland v. Wal-Mart Stores, Inc.*, 1 S.W.3d 91, 94–95 (Tex. 1999)(distinguishing *General Chemical Corp. v. De La Lastra*, 852 S.W.2d 916, 920 (Tex. 1993) and concluding that the legal issue regarding recoverability of attorney's fees was preserved when raised in a motion for j.n.o.v.).

[37] CR Vol. XV 3210–211; 3213–214; CR Vol. III 533–550.

[38] CR Vol. XVII 3631.

as a matter of law, and argued that "[t]he [trial] Court has to decide if it wants to follow that [*Matagorda*] or the law in Louisiana."[39]

B. Excess Underwriters established that Louisiana law governs because Louisiana has the most significant relationship to this dispute.

Excess Underwriters and Frank's agreed that the relevant choice of law test was the "most significant relationship test."[40] As shown below, the relevant factors for determining the state with the most significant relationship point to Louisiana: place of contracting (Louisiana), place of contract negotiations (Louisiana), place of performance (policy payable to Frank's in Louisiana), location of subject matter (offshore Louisiana), and domicile, residence, nationality, place of incorporation and place of business of the parties (Louisiana for Frank's; Louisiana and foreign countries for Excess Underwriters).[41] Frank's suggestion that the umbrella policy was not issued and delivered in Louisiana is unfounded.[42] The umbrella policy shows on its face that it was issued through Dwight W. Andrus Insurance Agency, an insurance agency in New Iberia, Louisiana.[43] And Frank's Texas business had absolutely no relevance to this dispute or the underlying litigation. The mere coincidence that Frank's conducts business in Texas does not create a Texas interest. Even if it did, Louisiana's interest in having its own law govern the rights and obligations of Louisiana insureds under a Louisiana policy is greater.

---

[39] CR Vol. XVII 3670–72; RR 15:14–17:4; 29:17–30:5.

[40] *See e.g.*, Appellants' Brief at 11; Appellee's Brief at 7–8; CR Vol. IV 750; CR Vol. V 1099–100 (Frank's arguing that Louisiana law governs Frank's and Excess Underwriters' rights and obligations as "Louisiana has the most significant relationship to the transaction and the parties"); CR Vol. VI 1140; CR Vol. XV 3121–122.

[41] *See id.*; CR Vol. V 1101; Appellants' Brief at 12 & nn.49–55; Appellants' Reply Brief at 2; CR Vol. I 196.

[42] *See* Respondent's Brief on the Merits at 24.

[43] *See* Apx. tab D at 315.

Once on appeal, Frank's argued that the factors relevant to this dispute were in the Restitution section of the Restatement.[44] Frank's has now dropped that argument, presumably because under that section, Louisiana law still applies: domicile of parties (again, Louisiana for Frank's; Louisiana and foreign countries for Excess Underwriters), place where parties' relationship is centered (Louisiana), and place of enrichment (Louisiana). Indeed, but for the Louisiana policy, Excess Underwriters and Frank's would have no relationship whatsoever.

C. When Louisiana and Texas law came into conflict, Excess Underwriters established that conflict.

A choice of law analysis was unnecessary until this Court's decision in *Matagorda* created a conflict between Louisiana and Texas law on reimbursement. Thereafter, Excess Underwriters established that Louisiana law permits reimbursement, even if there is no Louisiana Supreme Court case on the precise issue. Moreover, Louisiana law cannot be presumed to be the same as Texas law because Louisiana's law is not derived from common law.[45] The court must instead make an *Erie*-type analysis, educated by Louisiana law, on how the Louisiana Supreme Court would rule on the issue.[46] That analysis shows that Excess Underwriters are entitled to reimbursement under Louisiana code provisions and case law,[47]

---

[44] Appellee's Brief at 9.

[45] *See* 29 AM. JUR. 2D *Evidence* § 259 (2002).

[46] *See Erie R.R. Co. v. Tompkins*, 304 U.S. 64, 58 S.Ct. 817 (1938); *Shanks v. AlliedSignal, Inc.*, 169 F.3d 988, 993 (5th Cir. 1999)(involving diversity action).

[47] *See* Appellants' Brief at 13–18; Appellants' Reply Brief at 6–13; CR Vol. XVII 3670–72; CR Vol. III 533–50; Louisiana code provisions and various cases cited in the foregoing.

including the Louisiana Supreme Court's approval of *Peavey Co. v. M/V ANPA* as good Louisiana law.[48]

PRAYER

Excess Underwriters respectfully ask the Court to grant their Petition for Review.

Respectfully submitted,

WESTMORELAND HALL, P.C.

By: Clif Hall by permission
J. Clifton Hall III
State Bar No. 00793204
N. Jerae Carlson
State Bar No. 24012386
2800 Post Oak Boulevard, 64th Floor
Houston, Texas 77056
Telephone: (713) 871-9000
Telecopier: (713) 871-8962

ATTORNEYS FOR EXCESS UNDERWRITERS AT LLOYD'S, LONDON AND CERTAIN COMPANIES SUBSCRIBING SEVERALLY BUT NOT JOINTLY TO POLICY NO. 548/TA4011F01

[48] *Steptore v. Masco Constr. Co., Inc.*, 643 So.2d 1213, 1216 (La. 1994) (citing *Peavey*, 971 F.2d 1168 (5th Cir. 1992) for its statement of Louisiana law on other issues).

CERTIFICATE OF SERVICE

I certify that I sent a copy of the foregoing *Petitioners' Brief in Reply* to counsel listed below, on this 6th day of January, 2003, by properly addressed First Class U.S. Mail, postage pre-paid.

N. Jerae Carlson

Warren W. Harris
Tracy C. Temple
BRACEWELL & PATTERSON, L.L.P.
South Tower Pennzoil Place
711 Louisiana St., Suite 2900
Houston, Texas 77002-2781

via First Class U.S. Mail
Certified, Return Receipt Requested

William Fred Hagans
Carl D. Kulhanek, Jr.
HAGANS, BOBB & BURDINE, PC
3200 Travis, 4th Floor
Houston, Texas 77006
ATTORNEYS FOR RESPONDENT
FRANK'S CASING CREW & RENTAL TOOLS, INC.

via First Class U.S. Mail