

II.
AFFIRMATIVE DEFENSES AND SPECIFIC DENIALS

Without assuming any burden of proof not otherwise required by applicable law, BCK&A responds that Plaintiff's claims against it are barred, in whole or in part, by each of the following affirmative defenses and specific denials:

(1) BCK&A acted reasonably and prudently with respect to all of the matters at issue in this case. BCK&A specifically denies that it breached any duties (fiduciary or otherwise) owed to Santa Fe Auto Ins. Co, Inc. or any other party.

(2) Some or all of Plaintiff's claims against BCK&A are barred because there was no actual intent by Santa Fe Auto Ins. Co, Inc. to hinder, delay or defraud its creditors.

(3) Some or all of Plaintiff's claims against BCK&A are barred because BCK&A is a good faith transferee and Santa Fe Auto Ins. Co., Inc. received reasonably equivalent value for the fees paid to BCK&A.

(4) Some or all of Plaintiff's claims against BCK&A are barred by waiver, estoppel, and ratification to the extent that all actions complained of were known to and approved by the Texas Department of Insurance.

(5) Some or all of Plaintiff's claims against BCK&A are barred by laches.

(6) To the extent Plaintiff claims that there was no attorney-client relationship between Santa Fe Auto Ins. Co., Inc. and BCK&A, Plaintiff's breach of fiduciary duty and negligence claims against BCK&A are barred by a lack of privity.

(7) Some or all of Plaintiff's causes of action against BCK&A are barred by the applicable statute of limitations or statute of repose.

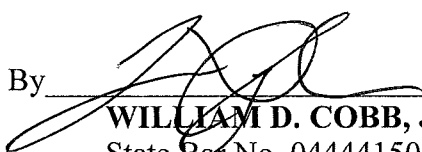
(8) BCK&A pleads for, and is entitled to, a comparative fault submission under Chapter 33 of the Texas Civil Practice and Remedies Code and/or other applicable law, which will

compare the fault of Plaintiff with the fault of all other parties, responsible third-parties, and settling parties, on all causes of action that are submitted.

(9) BCK&A denies that Plaintiff is entitled to punitive damages. In the unlikely event that Plaintiff obtains a punitive damages finding against it, BCK&A asserts all available statutory and constitutional limitations on such an award, including, but not limited to Chapter 41 of the Texas Civil Practices and Remedies Code, Art. 1, §19 of the Texas Constitution, and the Fifth, Sixth, Eighth, and Fourteenth Amendments to the United States Constitution.

WHEREFORE, Defendant Bailey, Crowe, Kugler & Arnold, L.L.P. respectfully prays that Plaintiff take nothing against it by this suit, that it recover its court costs, and for any other just relief to which it may be entitled.

Respectfully submitted,

By 
WILLIAM D. COBB, JR.
State Bar No. 04444150
wcobb@cobbmartinez.com
CLINT L. TAYLOR
State Bar No. 24042008
ctaylor@cobbmartinez.com

COBB MARTINEZ WOODWARD PLLC
1700 Pacific Avenue
Suite 3100
Dallas, TX 75201
(214) 220-5201 – Telephone
(214) 220-5251 – Facsimile

ATTORNEYS FOR DEFENDANT
BAILEY, CROWE, KUGLER & ARNOLD, L.L.P.
F/K/A BAILEY, CROWE & KUGLER, L.L.P.

CERTIFICATE OF SERVICE

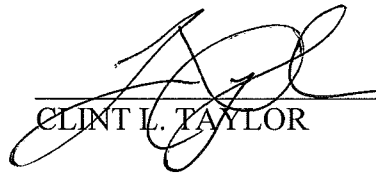
The undersigned certifies that on the 30th day of April, 2015, a true and correct copy of the foregoing document has been served on counsel of record as follows:

Christopher Fuller
Fuller Law Group
4612 Ridge Oak Drive
Austin, TX 78731
cfuller@fullerlaw.org
Attorney for Plaintiff

Lisa Doering
Wright & Greenhill PC
221 West 6th Street, Suite 1800
Austin, TX 78701
lidoering@w-g.com
Attorney for Defendant Alan Rich

Peter Nolan
Winstead PC
401 Congress Ave., Suite 2100
Austin, TX 78701
pnolan@winstead.com
Attorney for Defendant Frost Bank

Bogdan Rentea
Rentea & Associates
505 W. 12th Street, Suite 206
Austin, TX 78701
Attorney for Defendants James Douglas Maxwell, James Thornton Maxwell, U.S. Auto Insurance Services, Inc., Gamma Group, Inc., Alpha Partners, Ltd., and CSI Agency Services, Inc.


CLINT L. TAYLOR