

Legal Representation Agreement dated August 6, 2008 (“Representation Agreement”), attached hereto and incorporated by reference herein.

1.2 All of Plaintiff’s causes of action against Defendant Alan Rich, as currently pleaded, are based on fee payments allegedly made by Santa Fe to Alan Rich. Therefore, Defendant asserts all such claims are subject to Santa Fe’s agreement to arbitrate payment disputes.

1.3 Pursuant to the applicable provisions of the Representation Agreement, Chapter 171 Civil Practice and Remedies Code and the Federal Arbitration Act, Defendant/Movant Alan Rich requests that the Court order that all disputes between Plaintiff and Defendant/Movant Alan Rich be resolved via binding arbitration.

1.4 Defendant/Movant Alan Rich requests the Court abate the instant cause against Defendant/Movant Alan Rich until the conclusion of the binding arbitration.

**II.
General Denial**

Defendant invokes the provisions of Rule 92 of the Texas Rules of Civil Procedure and denies generally each and every, all and singular, the allegations contained in Special Deputy Receiver’s Original Petition and demands strict proof thereof by a preponderance of the evidence to a judge and a jury.

**III.
Affirmative Defenses**

3.1 Defendant Alan Rich asserts the defenses of estoppel and quasi-estoppel, waiver, ratification and laches.

3.2 Plaintiff’s claims are barred by the applicable statutes of limitations.

3.3 Defendant asserts the good faith defense. Santa Fe received reasonably equivalent value for the fees paid to Defendant.

**IV.
Jury Demand**

Defendant Alan Rich demands a trial by jury and tenders the statutory jury fee.

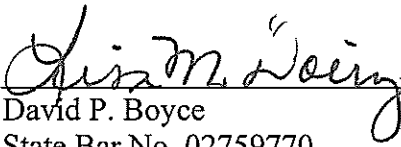
**V.
Request For Disclosure**

Pursuant to Rule 194 of the Texas Rules of Civil Procedure, Defendant Alan Rich requests that Plaintiff disclose within thirty (30) days of service of this Request at the office of Defendant's attorney, the information or material described in Rule 194.2(a)-(1).

WHEREFORE, PREMISES CONSIDERED, Defendant/Movant Alan B. Rich d/b/a Law Office of Alan B. Rich prays that this litigation be abated as to all claims against Defendant Alan B. Rich d/b/a Law Office of Alan B. Rich, and for such other and further relief to which the Defendant may show himself entitled, at law or in equity.

Respectfully submitted,

WRIGHT & GREENHILL, P.C.
221 West 6th Street, Suite 1800
Austin, Texas 78701
512/476-4600
512/476-5382 (Fax)

By: 
David P. Boyce
State Bar No. 02759770
dboyce@w-g.com
Lisa M. Doering
State Bar No. 12743700
ldoering@w-g.com

**ATTORNEYS FOR DEFENDANT
ALAN B. RICH D/B/A LAW OFFICE OF
ALAN B. RICH**

CERTIFICATE OF SERVICE

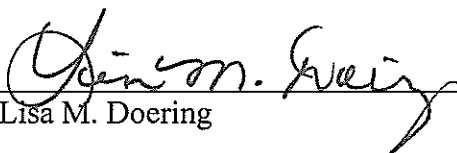
I hereby certify that a true and correct copy of the above and foregoing has been served electronically and/or by facsimile, to the attorneys listed below, in accordance with the Texas Rules of Civil Procedure on this 30th day of April, 2015:

Christopher Fuller
Fuller Law Group
4612 Ridge Oak Drive
Austin, Texas 78731
cfuller@fullerlaw.org

Peter Nolan
Winstead PC
401 Congress Avenue, Suite 2100
Austin, Texas 78701
pnolan@winstead.com

Bogdan Rentea
Rentea & Associates
505 W. 12th Street, Suite 206
Austin, Texas 78701
brentea@rentealaw.com

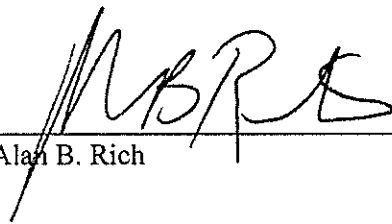
William D. Cobb, Jr.
Clint L. Taylor
Cobb Martinez Woodward PLLC
1700 Pacific Avenue, Suite 3100
wcobb@cobbmartinez.com
ctaylor@cobbmartinez.com


Lisa M. Doering

VERIFICATION

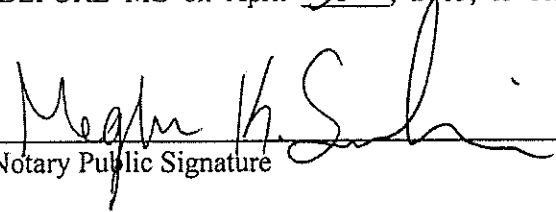
STATE OF MASSACHUSETTS §
 §
COUNTY OF SUFFOLK §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Alan B. Rich who, being by me duly sworn on oath deposed and said that he is the defendant in this cause, that he has read the above plea in abatement in Section I., and that every statement contained in the plea in abatement is within his personal knowledge and is true and correct.



Alan B. Rich

SUBSCRIBED AND SWORN TO BEFORE ME on April 30th, 2015, to certify which witness my hand and official seal.



Notary Public Signature


 **MEGHAN K. SULLIVAN**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
August 08, 2019

EXHIBIT A

ALAN B. RICH
Attorney and Counselor
One Main Place
1201 Main Street, Suite 1910, LB 201
Dallas, Texas 75202-3909

Board Certified, Civil Appellate Law
Texas Board of Legal Specialization
Also Admitted in the State of Illinois

Telephone: 214.532.4437
Fax: 214.749.0325
E-Mail: arich@alanrichlaw.com

August 6, 2008

Gamma Group, Inc.
Attn: James D. Maxwell
13702 Gamma Road
Farmers Branch, TX

Santa Fe Auto Insurance Company
Attn: James D. Maxwell
13702 Gamma Road
Farmers Branch, TX

CSi Agency Services, Inc.
Attn: James T. Maxwell
13702 Gamma Road
Farmers Branch, TX

Alpha Partners, Ltd.
Attn: James T. Maxwell
13702 Gamma Road
Farmers Branch, TX

Mr. James D. Maxwell
13702 Gamma Road
Farmers Branch, TX

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Farmers Branch, TX

Re: Engagement as counsel in *Lincoln General Insurance Company v. U.S. Auto Insurance Services, Inc., et al.*, No. 3:07-CV-1985-B

Dear Messrs. Maxwell:

I am pleased to confirm my availability to provide legal representation to Gamma Group, Inc. ("Gamma"), Sante Fe Auto Insurance Company ("SFA"), CSi Agency Services, Inc. ("CSi"), Alpha Partners, Ltd. ("Alpha"), as well as both of you individually (Gamma, SFA, CSi, Alpha,

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and both of you individually are referred to as "you") with respect to the above styled and numbered cause of action suit (hereinafter "the Lawsuit"). The purpose of this letter is to establish our agreement with regard to the nature and scope of my retention and to provide to you a summary of your obligations in connection with my retention.

For all purposes of this retention, and otherwise, the clients shall be Gamma, SFA, CSI, Alpha, James T. and James D. Maxwell. All duties and responsibilities created and imposed by this Agreement shall be owed only to you, and not to any other officer, agent, partnership, other corporation, trustee, employee, or third party as individuals, unless expressly otherwise agreed, and then only after full and accurate disclosure as needed to the court and other necessary parties.

With your assistance, I will prepare and file with the appropriate Court all necessary and appropriate documents required to defend the Lawsuit, and I will appear at trial, all hearings, proceedings or other meetings where your attorney is required to or should appear. I will also keep you advised as to all events that take place or that I anticipate taking place concerning the Lawsuit.

My representation of you in this matter is limited solely to the defense of the Lawsuit and proceedings directly related thereto, to the extent needed. I am not representing any of you for all purposes or as general counsel. Further, I am not qualified to give advice on non-legal matters such as accounting matters, investment prospects or other business advice, and I suggest you obtain professionals in those fields if you wish advice in those areas. I will perform the legal services called for under this engagement, respond promptly to your inquiries and communications, and keep you informed of the status of your matters. It will be your responsibility to keep me apprized of the facts pertinent to my representation, review and comment to me concerning documents I prepare in the course of the engagement, and timely make payments required by this Agreement. Further, I remind you that litigation is by its nature uncertain and I have made no representation to you that you will prevail in this matter or that any particular result will be achieved. I will at all times act on your behalf to the best of my ability; remember, however, that any advice concerning the outcome of your legal matters are expressions of my best professional judgment, but they are not guarantees. Such advice is necessarily limited by my knowledge of the facts and is based upon the state of the law at the time it is expressed.

My fees will be based on my billing rate, which in this matter will be \$425.00 per hour. My rate is subject to change, and if a change is contemplated, I will discuss that with you in advance. I bill in quarter-hour increments. My invoices will also include charges for costs and expenses which will be reimbursed by you at their actual cost to me. Such costs and expenses will include, among others, charges for messenger services, air couriers, word processing services, secretarial overtime, photocopying, court fees, travel expenses, postage, long distance

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telephone, computerized legal research facilities, investigative searches, and other charges customarily invoiced by law firms in addition to fees for legal services. In the event extraordinary or significant expenses are incurred, such as transcript costs, you agree that you will pay those expenses directly or will promptly reimburse us separately from our normal invoice procedure.

I will not require a retainer from you at this time. However, you agree that if my invoices are not paid in a timely manner, a retainer will be provided upon request.

I will bill you monthly, usually on the first business day of the month, and provide detailed billing statements setting forth the services performed and the time spent. Expenses will also be detailed by category. Unless you believe that there is an inaccuracy in the billing, I will presume that you are satisfied with the bill and will expect to be paid within seven business days of receipt of my bill.

You agree to notify me in writing if you dispute any billing entry or computation. If you fail to do so within thirty (30) days after the date of a statement, all entries shall be deemed by both you and I to be fair and correct. If you disagree with the amount of my fee, please take up the matter with me as soon as you can. Typically, such disagreements are resolved to the satisfaction of both sides with little inconvenience or formality. In the event of a fee dispute which is not readily resolved, you have the right to request arbitration under supervision of the state or local bar associations for the jurisdictions in which we practice, and I agree to participate fully in that process. Any dispute regarding payment shall be submitted to arbitration.

Although the interests of Gamma, SFA, Alpha, CSi and both of you individually within the scope of this representation do not appear to presently conflict, the possibility of conflicts of interest always exists when I am retained by multiple clients. If such a conflict does arise, I may be required to withdraw from representing you in this matter. Additionally, you should be aware that communications to me either of you in the scope of this representation will not be subject to attorney-client privilege vis-a-vis the other company.

Gamma, SFA, Alpha and CSi, as well as both of you individually, may have numerous affiliates. You have agreed that my representation of you in this matter does not give rise to an attorney-client relationship between me and any of your affiliates. You also have agreed that during the course of my representation of you I will not be given any confidential information regarding any of your affiliates.

I represent other companies and individuals. It is possible that during the time that I am representing you some of my present or future clients will have disputes with you. You agree that I may continue to represent or may undertake in the future to represent existing or new

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clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse to you. I agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of my representation of you, I have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage. I will, in the future, perform conflicts checks when you retain me for other matters and will advise you of any conflicts I discover that would preclude my representation of you.

You may terminate my representation at any time, with or without cause, by notifying me. If such termination occurs, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs. My own files pertaining to the case will be retained. Your termination of my services will not affect your responsibility for payment of legal services rendered and out-of-pocket costs incurred before termination and in connection with an orderly transition of the matter.

I am subject to the codes of professional responsibility for the jurisdictions in which I practice, which list several types of conduct or circumstances that require or allow me to withdraw from representing a client, including for example: nonpayment of fees or costs, misrepresentation or failure to disclose material facts, action contrary to our advice, and conflict of interest with another client. I try to identify in advance and discuss with my client any situation which may lead to my withdrawal and if withdrawal ever becomes necessary I immediately give the client written notice of my withdrawal.

I trust that this Agreement is not unduly complicated. From my experience, legal matters are complicated by nature. The purpose of this agreement is to set forth the essential terms and conditions of employment in writing, so that both parties have a full understanding. If any of the above is not clear, please advise me in writing.

If the foregoing is an accurate statement of our agreement, please indicate in the appropriate place below and return this letter to me.

Very truly yours,

A handwritten signature in black ink, appearing to read "ALBRich", written over a horizontal line.

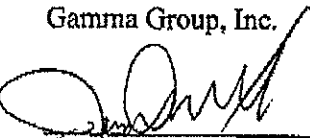
Alan B. Rich

ABR/hs

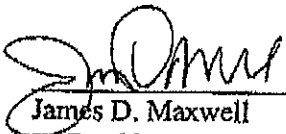
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AGREED:


Gamma Group, Inc.

By: 
James D. Maxwell
Its President

Sante Fe Auto Insurance Company

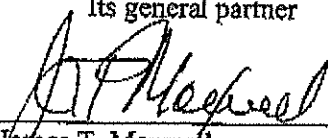
By: 
James D. Maxwell
Its President

CSi Agency Services, Inc.

By: 
James T. Maxwell
Its President

Alpha Partners, Ltd.

By: CSi Agency Services, Inc.
Its general partner

By: 
James T. Maxwell
Its President


James T. Maxwell


James D. Maxwell