

CAUSE NO. _____

**DEZZIE BRUMFIELD D/B/A LAD
ENTERPRISES**

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IN THE DISTRICT COURT

V.

OF HARRIS COUNTY, TEXAS

**JIMMY WILLIAMSON,
JIMMY WILLIAMSON, PC,
WILLIAMSON & RUSNAK,
CYNDI RUSNAK, CYNDI RUSNAK, PLLC, and
LAW OFFICES OF MICHAEL POHL**

JUDICIAL DISTRICT

PLAINTIFF’S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Plaintiff, Dezzie Brumfield d/b/a LAD Enterprises, complaining of Defendants, Jimmy Williamson, Jimmy Williamson, PC, Williamson & Rusnak, Cyndi Rusnak, Cyndi Rusnak, PLLC, Michael Pohl, and Law Offices of Michael Pohl, PLLC and would respectfully show as follows:

**I
DISCOVERY CONTROL PLAN**

Based upon this Petition, this case should be controlled by a discovery control plan Level 2 pursuant to the Texas Rules of Civil Procedure, Rule 190.3.

**II
RULE 47 STATEMENT OF RELIEF**

In accordance with Texas Rule of Civil Procedure 47, Plaintiff seeks monetary relief in excess of \$550,000. This is not an expedited action.

**III
PARTIES**

Plaintiff, Dezzie Brumfield is resident of Harris County, Texas and doing business as LAD Enterprises.

Defendant, Jimmy Williamson, is a Texas citizen practicing law and residing in Texas and can be served with citation at his principal place of business, 4310 Yokum Boulevard, Houston, Texas 77006 or wherever he may be found.

Defendant, Jimmy Williamson, P.C. is a Professional Corporation formed and doing business in Texas for the practice of law and may be served with citation by serving Jimmy Williamson at his usual place of business, 4310 Yokum Boulevard, Houston, Texas 77006 or wherever he may be found.

Defendant, Williamson & Rusnak is a general partnership owned and operated by Jimmy Williamson and/or Jimmy Williamson P.C. and Cyndi Rusnak and/or Cyndi Rusnak, PLLC, formed and doing business in Texas for the practice of law and may be served with citation by serving Jimmy Williamson at his usual place of business, 4310 Yokum Boulevard, Houston, Texas 77006 or wherever he may be found.

Defendant, Cyndi Rusnak is a Texas citizen practicing law in Texas and can be served with citation at her principal place of business, 4310 Yokum Boulevard, Houston, Texas 77006 or wherever she may be found.

Defendant, Cyndi Rusnak, PLLC is a Texas Professional Limited Liability Corporation and may be served by serving its registered agent, Cyndi Rusnak, 4310 Yoakum Blvd., Houston, Texas 77006 or wherever she may be found.

Defendant, Michael A. Pohl is an individual practicing law in Texas and can be served with citation at his principal place of business, 1155 Dairy Ashford, Suite 103, Houston, Texas 77079 or wherever he may be found.

Defendant, Law Office of Michael Pohl, PLLC is a Texas Professional Limited Liability Company and may be served by serving its registered agent, Michael A. Pohl at 1155 Dairy Ashford, Suite 103, Houston, Texas 77079 or wherever he may be found.

IV
JURISDICTION AND VENUE

This Court has subject matter jurisdiction over the controversy because the claims asserted in this Petition arose, in whole or in part, in Texas and the amount in controversy exceeds the minimum jurisdictional limits of this Court.

This Court has personal jurisdiction over each Defendant because the acts and omissions complained of herein occurred in Texas, each Defendant does and/or did do business in the State of Texas, has committed a tort, in whole or in part in Texas, is a resident and citizen of Texas, and/or has minimum contacts with the State of Texas during the period of time complained of herein.

Venue is properly laid in Harris County, Texas because Defendants reside in and/or have a principal place of business in Harris County, Texas. TEX. CIV. PRAC. & REM. CODE § 15.002(a)(2), (3).

V
GENERAL FACTUAL BACKGROUND

This is a civil barratry case arising out of the Deepwater Horizon oil spill. After the catastrophic explosion, Texas lawyer Defendant Jimmy Williamson, individually and through his entity Jimmy Williamson, PC (“Williamson”), concocted an illicit barratry scheme to exploit the disaster for his own benefit by unlawfully soliciting thousands of potential clients to bring claims against British Petroleum. Williamson engaged his partner, Cindi Rusnak, who practiced law under her own entity, Cyndi Rusnak, PLLC (“Rusnak”), to aid him in this venture and the two created a general partnership, Williamson & Rusnak, to accomplish the barratry scheme. Williamson and Rusnak also engaged another Texas lawyer, Michael A. Pohl of the Law Office of Michael Pohl, PLLC (“Pohl”) to aid in the unethical and illegal solicitation, with all three forming what was in essence a barratry joint venture. Williamson, Pohl and Rusnak (collectively

the “Lawyers” or “Defendants”) agreed that they would split the profits from any fruits of the barratry joint venture with 40% of any attorney’s fees derived from the BP litigation going to Pohl and 60% going to Williamson and Rusnak.¹ Williamson and Rusnak agreed to split their 60% of the fees according to the amount of resources each put into the cases after they had been improperly solicited.²

Beginning approximately in April of 2012 Pohl, in furtherance of the partnership joint venture, arranged a meeting with Scott Walker (“Walker”) in Pascagoula, Mississippi.³ At the time, Walker had been providing consulting, public relation and marketing services to several Mississippi companies.⁴ At the meeting, Pohl told Walker that he had partnered with his friend, Williamson, to obtain clients affected by the oil spill and had a goal of representing 100 Mississippi companies in their claims against BP.⁵ Pohl touted the ability of his partner, telling Walker that Williamson had worked to secure a 7.8 billion dollar settlement with BP but did not have many clients to participate in the settlement. Pohl indicated that he and Williamson wanted to hire Walker to provide services to solicit BP clients.⁶

A few days after this initial meeting with Pohl, Williamson came to Mississippi to meet with Walker. Williamson told Walker that BP had structured the settlement to include the whole state of Mississippi and thus there were literally thousands of businesses and individuals who

¹ Exhibit 1 – Affidavit of Scott Walker, ¶ 2.

² Exhibit 2 – Williamson Deposition, p. 32:6-20.

³ Exhibit 1 – Affidavit of Scott Walker, ¶ 2.

⁴ Exhibit 1 – Affidavit of Scott Walker, ¶¶ 2, 3.

⁵ Exhibit 1 – Affidavit of Scott Walker, ¶ 2.

⁶ Exhibit 1 – Affidavit of Scott Walker, ¶¶ 4, 5.

could be targeted for solicitation as clients.⁷ Pohl and Williamson wanted to hire another person with government contacts to work with Walker who could obtain governmental entities to file BP claims.⁸ Walker introduced Pohl and Williamson to Steve Seymour (“Seymour”) of Diamond Consulting who, at the time, was a public official in Hancock County, Mississippi.⁹ Pohl and Williamson advised Seymour that they “were trying to get clients with BP oil spill claims in Mississippi” and convinced him that Williamson was the “absolute best lawyer in the field for handling BP oil spill claims.”¹⁰

On or about May 19, 2012, Williamson, Pohl, Walker and Seymour met again in Mississippi.¹¹ At this meeting, Williamson brought a stack of double sided, color flyers promoting the services of Williamson and Pohl:¹²



⁷ Exhibit 1 – Affidavit of Scott Walker, ¶ 4.

⁸ Exhibit 1 – Affidavit of Scott Walker, ¶ 5.

⁹ Exhibit 1 – Affidavit of Scott Walker, ¶ 5; Exhibit 3 – Affidavit of Steve Seymour, ¶ 2.

¹⁰ Exhibit 3 – Affidavit of Steve Seymour, ¶ 3.

¹¹ Exhibit 1 – Affidavit of Scott Walker, ¶ 6; Exhibit 3 – Affidavit of Steve Seymour, ¶¶ 5, 6.

¹² Exhibit 1 – Affidavit of Scott Walker, ¶ 6; Exhibit 3 – Affidavit of Steve Seymour, ¶¶ 6, 7; Exhibit 4 – Williamson and Pohl BP Advertisements.

Williamson instructed Walker and Seymour to use the flyers in their sales pitches to potential clients in an effort to sell them on hiring Williamson, Pohl and Rusnak.¹³ Williamson and Pohl instructed Walker and Seymour to call all of their friends and acquaintances to try to get them to hire Williamson, Pohl and Rusnak on their BP claims, and to make cold calls on people and businesses they didn't know.¹⁴ Williamson told Walker and Seymour that he also had a power point presentation to be used to "seal the deal" on potential clients that were hesitant.¹⁵ Williamson provided Walker and Seymour with Williamson's attorney-client contracts to be used for signing up potential clients.¹⁶ Williamson instructed Walker and Seymour to have potential clients sign the blank contracts, and to email the signed contracts to Williamson.¹⁷

At the May 19, 2012 meeting, Williamson and Pohl explained how the solicitation operation would work. Williamson was to decide which groups of claimants should be targeted; direct the joint venture's marketing efforts; provide marketing materials to use in soliciting potential clients; and meet with and market himself, his firm, and his partner Rusnak, to claimants with larger claims.¹⁸ Williamson stated that he would "handle the overhead expenses." including "intake" and "staffing."¹⁹ Williamson stated that Pohl would handle

¹³ Exhibit 1 – Affidavit of Scott Walker, ¶ 6; Exhibit 3 – Affidavit of Steve Seymour, ¶ 7.

¹⁴ Exhibit 1 – Affidavit of Scott Walker, ¶¶ 6, 7; Exhibit 3 – Affidavit of Steve Seymour, ¶ 7.

¹⁵ Exhibit 1 – Affidavit of Scott Walker, ¶¶ 6, 7; Exhibit 3 – Affidavit of Steve Seymour, ¶ 7.

¹⁶ Exhibit 1 – Affidavit of Scott Walker, ¶¶ 6, 7; Exhibit 3 – Affidavit of Steve Seymour, ¶ 7.

¹⁷ Exhibit 1 – Affidavit of Scott Walker, ¶¶ 6, 7; Exhibit 3 – Affidavit of Steve Seymour, ¶ 7.

¹⁸ Exhibit 1 – Affidavit of Scott Walker, ¶ 6; Exhibit 3 – Affidavit of Steve Seymour, ¶ 10.

¹⁹ Exhibit 1 – Affidavit of Scott Walker, ¶ 6; Exhibit 3 – Affidavit of Steve Seymour, ¶ 10.

Walker's and Seymour's compensation.²⁰ Rusnak's contribution to the joint venture was to assist with the intake of the claims, review the claims, terminate any unsuitable claims, and to generally handle the processing of the claims throughout the BP Settlement Claim process, which included supervising a large staff.²¹ In addition, Rusnak directed the solicitation effort, instructing Walker to "go after the claims that would produce the highest legal fees" and instructed Walker to "market to clients in certain geographic locations."²²

In early May 2012, Walker introduced Pohl and Williamson to Dane Maxwell ("Maxwell").²³ Maxwell provided lawyers with investigation services via his company called CMV Investigations ("CMV").²⁴ Pohl and Williamson recruited Maxwell and CMV to solicit BP clients. Maxwell assembled a team of contract workers to make cold calls on potential clients.²⁵ Williamson, Pohl and Rusnak agreed to pay Maxwell a flat fee of \$1,000 for each BP client that he or his team working for CMV signed up for the Williamson-Pohl-Rusnak joint venture, plus expenses.²⁶ The Williamson-Pohl-Rusnak joint venture paid Maxwell and CMV as much as \$2.47 million for the illegal solicitation efforts.²⁷

On or about May 25, 2012, the Pohl-Williamson- Rusnak joint venture and Walker and Seymour reduced their solicitation agreement to writing.²⁸ The agreement included another

²⁰ Exhibit 1 – Affidavit of Scott Walker, ¶ 6; Exhibit 3 – Affidavit of Steve Seymour, ¶ 10.

²¹ Exhibit 5 – May 3 2016 Affidavit of Scott Walker, ¶¶ 5, 6, 7.

²² Exhibit 5 – May 3 2016 Affidavit of Scott Walker, ¶ 5.

²³ Exhibit 6 – Deposition of Michael Pohl, pp. 51-52.

²⁴ Exhibit 6 – Deposition of Michael Pohl, pp. 51-52, 70.

²⁵ Exhibit 7 – Maxwell Amended Verified Complaint, ¶ 18.

²⁶ Exhibit 8 – Deposition of Scott Walker, p. 200.

²⁷ Exhibit 8 – Deposition of Scott Walker, p. 73-74.

²⁸ Exhibit 1 – Affidavit of Scott Walker, at Exhibit 1 Operating Agreement.

runner, Terry Robinson of Robinson Holdings, LLC (“Robinson”). Per the agreement, Pohl, on behalf of the joint Williamson-Pohl-Rusnick venture, agreed to pay Walker, Seymore and Robinson (and/or their respective companies) 30% of the 40% interest in attorney’s fees he was to receive from his agreement with Williamson in the BP litigation.²⁹ Walker, Seymour and Robinson (collectively the “Solicitation Group”), all non-lawyers, agreed to split the 30% attorney’s fees as follows: 12% to Walker (Maxwell & Walker Consulting Group, LLC); 12% to Seymour (Diamond Consulting); and 6% to Robinson (Robinson Holdings, LLC). Over the next month, Walker, Seymour and Robinson “hit the ground running” and “distributed information about Williamson to hundreds of Mississippians.”³⁰

Williamson later recruited another individual, Kirk Ladner (“Ladner”) to join the solicitation group.³¹ Ladner had been in the seafood industry his entire life.³² Williamson and Pohl convinced Lander to join their barratry organization, telling him that he, along with Seymour and Walker, would all be “multi-millionaires.”³³ Thus, on July 15, 2012, Pohl, on behalf of the Williamson-Pohl-Rusnak joint venture, signed a new operating agreement with Ladner, Walker and Seymore.³⁴ In this new agreement, Ladner, Walker and Seymour agreed to accept a 22 ½ % interest in the attorney’s fees Pohl was to obtain from the BP representation

²⁹ Exhibit 1 – Affidavit of Scott Walker, at Exhibit 1 Operating Agreement.

³⁰ Exhibit 3 – Affidavit of Steve Seymour, ¶ 13.

³¹ Exhibit 3 – Affidavit of Steve Seymour, ¶ 15; Exhibit 9 – Affidavit of Kirk Ladner, ¶¶ 8-9.

³² Exhibit 9 – Affidavit of Kirk Ladner, ¶¶ 8-9.

³³ Exhibit 3 – Affidavit of Steve Seymour, ¶¶ 16-19; Exhibit 9 – Affidavit of Kirk Ladner, ¶¶ 10-16.

³⁴ Exhibit 3 – Affidavit of Steve Seymour, at Exhibit 2 Operating Agreement.

agreement between Williamson and Pohl.³⁵ One of the reasons for this new agreement was that Williamson wanted to end the relationship with Robinson.³⁶

The Williamson-Pohl-Rusnak joint venture paid roughly \$5 million in “barratry pass through money” to Walker, Ladner and Seymour to solicit clients and accumulate potential clients for the lawyers.³⁷ Although the money was labeled on the books as “marketing money” for “marketing services,” Walker candidly admits that it is “clear to [him] it was barratry.”³⁸ Walker, Ladner and Seymour used the money to solicit BP clients on behalf of the Williamson-Pohl-Rusnak venture.³⁹

The barratry money distributed to Ladner, Walker, Seymour and CMV would be used to pay case runners who worked below them in what can only be described as a barratry pyramid scheme. While CMV would receive \$1,000 per potential client, the mid-level runners would receive \$100-\$250 of this amount per potential client. The mid-level runners would also recruit runners to work below them and pay the low-level runners \$20-\$30 per potential client while working under their umbrella. Thus, while the lowest level runners would receive a mere \$20 from the Williamson-Pohl-Rusnak joint venture, the mid-level runners would receive \$100-\$250 per potential and CMV would receive the remainder of the \$1,000.

One of the low level runners was Jacqueline Taylor (“Taylor”) from State Line, Mississippi.⁴⁰ Taylor was recruited to solicit clients for the lawyers through CMV by another

³⁵ Exhibit 3 – Affidavit of Steve Seymour, at Exhibit 2 Operating Agreement.

³⁶ Exhibit 1 – Affidavit of Scott Walker, ¶ 14.

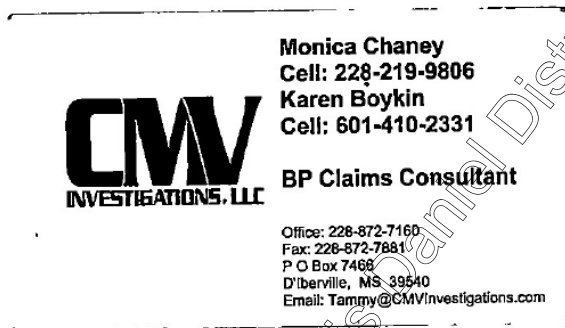
³⁷ Exhibit 8 – Deposition of Scott Walker, pp. 73-76.

³⁸ Exhibit 8 – Deposition of Scott Walker, p. 149.

³⁹ Exhibit 8 – Deposition of Scott Walker, p. 200.

⁴⁰ Exhibit 10 – Sworn Statement of Jaqueline Taylor, p. 5.

runner, Karen Boykin (“Boykin”).⁴¹ Taylor owned a beauty salon and was contacted in person by Boykin who was targeting small business owners.⁴² Boykin told Taylor that she had a claim against BP and convinced her to hire Williamson and Pohl to file a claim on her behalf.⁴³ Taylor agreed and completed the blank Williamson contract that Boykin had brought with her.⁴⁴ Boykin then told Taylor about all the money she was being paid to solicit clients and gave her the business card of another lady working for CMV, Monica Chaney:⁴⁵



Taylor called Chaney and was hired by her to solicit clients.⁴⁶ Taylor was told by Chaney that CMV was employed by Williamson and Pohl to solicit clients.⁴⁷ Taylor was given blank Williamson & Rusnak and Pohl contracts⁴⁸ and was trained on how to solicit clients on behalf of the lawyers and what to say.⁴⁹ Taylor was trained to target business owners and then, when those

⁴¹ Exhibit 10 – Sworn Statement of Jaqueline Taylor, pp. 5-6.

⁴² Exhibit 10 – Sworn Statement of Jaqueline Taylor, pp. 6-7.

⁴³ Exhibit 10 – Sworn Statement of Jaqueline Taylor, pp. 7-8.

⁴⁴ Exhibit 10 – Sworn Statement of Jaqueline Taylor, pp. 7-8.

⁴⁵ Exhibit 10 – Sworn Statement of Jaqueline Taylor, p. 6, and at Taylor Exhibit 1.

⁴⁶ Exhibit 10 – Sworn Statement of Jaqueline Taylor, pp. 9-10.

⁴⁷ Exhibit 10 – Sworn Statement of Jaqueline Taylor, pp. 11-13.

⁴⁸ Exhibit 10 – Sworn Statement of Jaqueline Taylor, pp. 9-10.

⁴⁹ Exhibit 10 – Sworn Statement of Jaqueline Taylor, pp. 17-19.

claims ran out, farmers and land owners.⁵⁰ Taylor was provided a map and told to focus on particular zones.⁵¹ Taylor was paid \$20-\$30 per potential client⁵² while Chaney was paid \$100-\$150 for each potential client that Taylor brought in.⁵³ Taylor would send the clients information to Chaney each week and was paid through a cash card from Wal-Mart.⁵⁴ Taylor was reimbursed for any expenses associated with the solicitation.⁵⁵ All total, Taylor was paid to solicit over a one hundred potential clients.⁵⁶ Taylor never told the people she solicited that she was getting paid to solicit them.⁵⁷

Another runner under Defendants' barratry umbrella was Magdalena Santana ("Santana"). Santana was approached by Seymour in July of 2012 and recruited by Williamson and Pohl for a "marketing position" which required her to "find BP/Deepwater clients and sign them up for legal representation."⁵⁸ Santana testifies that the job required her to "make cold calls on business owners and managers to try to get them to sign blank legal representation contracts with Pohl and Williamson."⁵⁹ Santana "would be paid \$250 for each claim [she] signed up."⁶⁰ Santana was instructed by Pohl to target "businesses in the high-paying settlement zones" such

⁵⁰ Exhibit 10 – Sworn Statement of Jaqueline Taylor, p. 20.

⁵¹ Exhibit 10 – Sworn Statement of Jaqueline Taylor, p. 31-32.

⁵² Exhibit 10 – Sworn Statement of Jaqueline Taylor, p. 13.

⁵³ Exhibit 10 – Sworn Statement of Jaqueline Taylor, p. 23, 50.

⁵⁴ Exhibit 10 – Sworn Statement of Jaqueline Taylor, p. 13-14.

⁵⁵ Exhibit 10 – Sworn Statement of Jaqueline Taylor, p. 26-27.

⁵⁶ Exhibit 10 – Sworn Statement of Jaqueline Taylor, p. 16.

⁵⁷ Exhibit 10 – Sworn Statement of Jaqueline Taylor, p. 45.

⁵⁸ Exhibit 11 – Santana Affidavit, ¶ 4.

⁵⁹ Exhibit 11 – Santana Affidavit, ¶ 4.

⁶⁰ Exhibit 11 – Santana Affidavit, ¶ 4.

as “beachfront properties, hotels, taxi companies, commercial fisherman, nightclubs, and other tourism businesses.”⁶¹ Williamson likewise instructed Santana to “go business to business, door to door” asking people “if they had losses from the oil spill.”⁶² Separate from Pohl, Williamson instructed Santana to “target businesses in high paying zones and in tourism zones, since they were getting hirer payouts.”⁶³ Santana was provided a map showing the high-paying settlement zones.⁶⁴ Santana was told to target churches because they were “easy” as they “didn’t have to provide tax returns.”⁶⁵

Like other runners, Santana was provided a binder with blank Williams-Pohl-Rusnak contracts and pamphlets (similar to those listed above) with Williamson’s name on them to distribute to potential clients.⁶⁶ Santana was also emailed blank Williamson-Pohl contracts.⁶⁷ Santana was told that if she had trouble signing up a “big fish” client, Williamson and Pohl would visit them personally.⁶⁸ Santana solicited (77) claims her first week on the job.⁶⁹ Santana was paid bonuses personally by Williamson for signing up the “big fish” clients.⁷⁰ Williamson told Santana that they “were all going to make lots of money.”⁷¹ Santana testifies how

⁶¹ Exhibit 11 – Santana Affidavit, ¶ 5.

⁶² Exhibit 11 – Santana Affidavit, ¶ 13.

⁶³ Exhibit 11 – Santana Affidavit, ¶ 13.

⁶⁴ Exhibit 11 – Santana Affidavit, ¶ 6, *see also* Santana Exhibit B.

⁶⁵ Exhibit 11 – Santana Affidavit, ¶ 5.

⁶⁶ Exhibit 11 – Santana Affidavit, ¶ 6, *see also* Santana Exhibit A.

⁶⁷ Exhibit 11 – Santana Affidavit, ¶ 8, *see also* Santana Exhibit C.

⁶⁸ Exhibit 11 – Santana Affidavit, ¶ 7.

⁶⁹ Exhibit 11 – Santana Affidavit, ¶ 9.

⁷⁰ Exhibit 11 – Santana Affidavit, ¶ 12.

⁷¹ Exhibit 11 – Santana Affidavit, ¶ 13.

“Williamson and Pohl both knew that [she] was cold-calling businesses to get BP claims.”⁷²

“Both Williamson and Pohl gave [her] specific instructions to knock on doors to drum up clients for them.”⁷³

All total, Santana signed up approximately 1,500 cases for Williamson and Pohl.⁷⁴ None of them were friends, family or colleagues.⁷⁵ After Santana would solicit the clients, Pohl would meet Santana at restaurants to sign the contracts she had illegally and unethically obtained.⁷⁶

Below is a photo of Santana and Walker presenting contracts Santana solicited to Pohl for signature:⁷⁷



⁷² Exhibit 11 – Santana Affidavit, ¶ 38.

⁷³ Exhibit 11 – Santana Affidavit, ¶ 38.

⁷⁴ Exhibit 11 – Santana Affidavit, ¶ 38.

⁷⁵ Exhibit 11 – Santana Affidavit, ¶ 38.

⁷⁶ Exhibit 11 – Santana Affidavit, ¶ 22.

⁷⁷ Exhibit 11 – Santana Affidavit, ¶ 22, at Santana Exhibit G.

Santana was not paid by Pohl and Williamson directly, but through a company called Precision Marketing Group, LLC.⁷⁸ This was a company formed by Walker, Ladner and Seymour to serve as the “center of operations” for the solicitation.⁷⁹ The lease and furnishing and staff of this company was paid for by the lawyers.⁸⁰ When Santana asked Pohl why she was not paid by him directly, Pohl stated “that it was illegal for him to pay [her] directly, and that’s why the money had to go through some company.”⁸¹ Santana and Taylor were just two of literally hundreds of runners.

At the top of the barratry pyramid were Williamson, Pohl and Rusnak who would direct the solicitation efforts and instructed the workers, like Santana, to make cold calls on potential clients. Williamson provided the workers like Santana and Taylor with promotional materials to give to potential BP clients. Williamson instructed the workers to go business to business, door to door, cold calling potential clients for the Williamson-Pohl-Rusnak joint venture. Williamson and Pohl instructed Ladner, Walker, Seymour, Maxwell and the contract workers to tout Williamson’s experience as a plaintiffs’ lawyer who participated in the original BP litigation. Williamson’s experience with the BP litigation and BP Settlement Program was a major selling point for the solicitors.

Williamson and Pohl instructed Ladner, Walker, Seymour, Maxwell and the contract workers to indicate to potential clients that they were simply seeking to provide information about the BP settlement program to the general public as a sort of public service. However, the provided “information” always indicated that the potential client could have a lucrative BP

⁷⁸ Exhibit 11 – Santana Affidavit, ¶ 23.

⁷⁹ Exhibit 1 – Affidavit of Scott Walker, ¶ 32.

⁸⁰ Exhibit 1 – Affidavit of Scott Walker, ¶ 32.

⁸¹ Exhibit 11 – Santana Affidavit, ¶ 23.

claim, which naturally led to the solicitor presenting the client with a Williamson-Pohl contract. The potential clients whom Ladner, Walker, Seymour, Maxwell and the contract workers solicited did not know that these persons were marketers, actively soliciting BP claims on behalf of lawyers, and that Williamson, Pohl and Rusnak were paying them to solicit and sign up clients.

In some cases, Ladner, Walker, Seymour, Maxwell and the contract workers were not able to close the deal with a potential client. Williamson would then meet with the client, again under the guise of simply providing information about the BP Settlement Program and attempt to sign up the potential client. To avoid the appearance of barratry, Williamson, Pohl, Ladner, Walker, Seymour, Maxwell and the contract workers led potential clients to believe that they were just trying to provide information about the BP Settlement Program in order to assist the potential client in determining whether the client should seek legal counsel. Neither Williamson, Pohl, Ladner, Walker, Seymour, Maxwell nor the contract workers ever disclosed to the potential clients that the solicitors were being paid to seek out and sign up claims.

By the end of 2012, Williamson, Pohl and Rusnak, through Ladner, Seymour and Walker's efforts, as well as the efforts of Maxwell and the contract workers, had improperly solicited as many as ten thousand potential BP clients. Williamson and Rusnak became overwhelmed with the huge number of claims that their solicitation organization had produced, and informed Pohl and the runners that Williamson wanted to stop the operation. However, Pohl continued to fund and operate the solicitation scheme, and directed the runners to send any new potential client only to him. Pohl handled these claims as a partner of Pohl & Berk, LLP ("Pohl & Berk") and Pohl & Berk accepted some BP claims which the Williamson-Rusnak-Pohl joint venture had rejected. Additionally, Pohl handled some BP claims on his own, or through his law firm, or also joint ventured with other Houston, Texas law firms.

In April 2013, Walker discovered that he was being investigated by federal authorities on a matter unrelated to the issues in this lawsuit. Walker informed Williamson and Pohl of the investigation. Williamson and the other Defendants became fearful that the federal authorities investigating Walker would learn of his involvement in Williamson's and Pohl's barratry operation. At that time, federal authorities were investigating many law firms involved with BP claims, and the Defendants feared that they could be next. In an effort to distance themselves from their misconduct, Defendants decided to belatedly decline or terminate representation of the improperly solicited BP clients.

Beginning in May 2013 and through the following years, Defendants terminated their attorney-client relationships with approximately 8,000 of the improperly solicited BP clients, rejecting their BP claims. This was done in an effort to distance them from the barratry scheme. Generally, the letters gave the impression that the Defendants were terminating the representation either because the client's claim was no good or because of the client's fault. The Defendants intentionally worded the termination letters in such a way as to discourage the clients from seeking new representation for their claim, since the Defendants feared that the scrutiny of thousands of new lawyers would uncover the Defendants' barratry scheme.

Since Williamson, Pohl and Rusnak were their attorneys, and charged with the fiduciary duty of honesty, the terminated clients reasonably believed and relied on the Defendants' representations that the clients' BP claims were not worth pursuing, or that the Defendants could not proceed with the claim because of client fault. Since Williamson, Pohl and their solicitors had touted Williamson as a BP Settlement Program or BP litigation expert, the terminated clients reasonably believed Defendants when they said their claims were no good, or could not be prosecuted for other reasons. Thus, through misrepresentations, the Defendants intended to and

did convince the large majority of terminated clients not to pursue their BP claims after the Defendants terminated them.

In fact, the majority of the terminated clients had good, viable claims under the BP Settlement Program, and would have collected substantial awards under the Program had the Defendants proceeded properly with the claim. The Defendants' fraudulent misrepresentations dissuaded the terminated clients from pursuing their BP claims after the termination of the representation by the Defendants. Further, the BP Settlement Program had filing deadlines and other deadlines which passed soon after the terminations, which further precluded the terminated clients from pursuing their BP claims. As a result of the Defendants' intentional misrepresentations and fraud, thousands of these terminated clients were left without the ability to file otherwise valuable claims against BP, and thus, became barred from bringing claims, thereby suffering severe losses and damages as a result.

In 2017, these terminated clients received communications from attorneys informing them that they may have claims for barratry and other claims against Williamson and Pohl. That was the first time that these terminated clients learned that Williamson and Pohl had paid persons to improperly solicit them to become potential clients of the Williamson-Pohl-Rusnak venture. Even after the barratry scheme was exposed, however, Williamson continued his campaign to conceal it. Upon Williamson's instructions, his assistant, Brenda Kellen ("Kellen"), started making telephone calls to terminated clients in early 2017. Kellen told the former clients that the letters they had received from lawyers implicating Williamson and Pohl in barratry were a "scam," and that the clients should ignore those letters.

VI
SPECIFIC FACTUAL BACKGROUND

Plaintiff, Dezzie Brumfield (“Brumfield”) is one of the victims of Defendants’ illicit barratry scheme. Brumfield was a truck driver doing business as LAD Enterprises. At the time, Brumfield was trucking with a company called Velocity Express, LLC. Sometime in 2012, Brumfield received an unsolicited phone call on his cellular phone from a runner believed to have been working for CMV named Geraldine out of Natchez, Mississippi. Geraldine told Brumfield that he was “guaranteed” \$50,000 if he hired Williamson, Rusnak and Pohl to file a claim against BP. Geraldine provided Brumfield with the lawyers’ phone number and urged him to call them. Just like Taylor was trained to do, Geraldine touted Williamson’s ability so as to induce Brumfield to contact the lawyers.

Based on this solicitation, Brumfield called Williamson & Rusnak and provided his information to Samantha Cecil (“Cecil”), an employee of the law firm. Cecil sent paperwork to Brumfield to complete regarding his claim. It is believed that Brumfield did not enter into a contract as a result of the barratry, but sent the completed paperwork back to Williamson & Rusnak. Between 2012 and 2015, Brumfield continued to provide Williamson & Rusnak with all the information necessary to support his BP economic loss claim, incurring approximately \$1,200 in expenses because of the solicitation.

In August of 2015, Brumfield received a phone call from Kellen at Williamson & Rusnak stating the firm would no longer assist him in his BP claims. Brumfield received a letter personally from Rusnak on August 27, 2015 confirming the lawyers’ rejection of his claim and advising him that he had until September 16, 2015 – less than three weeks – to file a claim with BP. That was the last time Brumfield ever heard from any of the Defendants. Brumfield has not only suffered economic losses due to the solicitation, but also endured mental anguish.

VII
STATEMENT OF CLAIMS AND THEORIES OF LIABILITY

Therefore, it has become necessary to bring this suit to collect a legal and equitable debt of money damages owing to Plaintiff arising from Defendants' illegal and fraudulent conduct. Specifically, Plaintiff brings claims against Defendants, jointly and severally, for civil barratry, civil conspiracy and aiding and abetting and, alternatively, negligence.

A. Civil Barratry (Texas Government Code 82.0651)

Section 82.0651 of the Texas Government Code allows any person who was solicited by conduct violating the laws of Texas or the Texas Disciplinary Rules of Professional Conduct concerning barratry to sue "any person who committed barratry." TEX. GOV'T CODE § 82.0651. Under the statute, a "person" is defined as "an individual, corporation, or association." TEX. PENAL CODE § 1.07(a)(38). A "benefit" is defined as "anything reasonably regarded as economic gain or advantage, including benefit to any other person in whose welfare the beneficiary is interested." TEX. PENAL CODE § 1.07(a)(7). The statute permits a solicited person to recover from each person who engaged in barratry: (1) statutory damages in the amount of \$10,000 per violation; (2) actual damages (economic and mental anguish); (3) any attorney's fees and expenses paid to that person; and (4) reasonable and necessary attorney's fees. *See* TEX. GOV'T CODE § 82.0651(c), (d).

Defendants, with intent to obtain an economic benefit, violated several provisions of the Texas Penal Code prohibiting barratry. Section 38.12(b)(1) prohibits a person from knowingly financing the commission of solicitation of employment, either in person or by telephone. Likewise, Section 38.12(a)(4) prohibits a person from paying or offering to pay third parties to solicit employment. Defendants paid Ladner, Seymour, Walker, Maxwell, CMV, in addition to hundreds of runners, millions of dollars to solicit employment and obtain potential clients.

Defendants did so with the intent to obtain the economic benefit of attorney's fees. Defendants also violated Section 38.12(b)(2) and (3) by investing funds that they knew or believed were intended to further acts of barratry and by knowingly accepting employment that resulted from the improper solicitation and acts of barratry described herein.

Furthermore, Defendants violated the Texas Disciplinary Rules of Professional Conduct concerning barratry. Rule 7.03(a) prohibits a lawyer from contacting a prospective client in person or via telephone when a significant motive for the lawyer's doing so is the lawyer's pecuniary gain." TEX. DISCP. R. PROF'L CONDUCT 7.03(a). Rule 7.03(b) states "A lawyer shall not pay, give, or offer to pay or give anything of value to a person not licensed to practice law for soliciting prospective clients for, or referring clients or prospective clients to, any lawyer or firm..." *Id.* at 7.03(b). Likewise, Rule 7.03(c) prohibits a lawyer from paying or offering to pay anyone to solicit professional employment. *Id.* at 7.03(c). Rule 7.03(d) prohibits a lawyer from entering into an agreement for professional employment obtained through improper solicitation. *Id.* at 7.03(d). Rule 8.04(a)(9) generally prohibits a lawyer from engaging in barratry as defined by Texas law. *Id.* at 8.04(a)(9). Defendants violated these rules by paying or offering to pay non-lawyers millions of dollars to solicit and refer prospective clients to them for representation in the BP litigation obtained through improper solicitation.

B. Civil Conspiracy and Aiding and Abetting

As set forth above, , Defendants were members of a combination of two or more persons. The object of the combination was to accomplish an unlawful purpose by unlawful means – the unlawful solicitation of Plaintiff (and other individuals) in the BP litigation. The members, one or more of the Defendants herein, had a meeting of the minds on the object or course of action; (1) to pay, give or offer a person money to solicit employment on behalf of Defendants; (2) in knowingly financing the commission of barratry and solicitation in violation of the laws of

Texas; by investing funds Defendants knew or believed were intended to further the commission of barratry and/or; (4) in knowingly accepting employment within the scope of a person's license as an attorney that violates the laws of Texas concerning barratry. As alleged above, the Defendants committed an unlawful, overt act in furtherance of the barratry and improper solicitation. As such, Defendants are jointly and severally liable for each other's violations of the Texas Penal Code, Texas Government Code, Section 82.0651 and the Texas Disciplinary Rules of Professional Conduct, all of which prohibit barratry. Moreover, Defendants conduct, as outlined above, constitutes a third degree felony for each act.

C. Alternative Negligence Claim

In the alternative, Plaintiff sues Defendants for negligence. As stated above, Defendants rejected Plaintiff's case after fearing their felonious acts would be discovered. However, Defendants rejected the Plaintiff's case just prior to various interim deadlines for filing certain claims against BP. Thus, Plaintiff was left without a remedy to file claims against BP. Defendants failed to diligently notify Plaintiff that Defendants would not be accepting Plaintiff as a client and thereby left Plaintiff without a remedy for his losses due to the Deepwater Horizon oil spill disaster. Had Plaintiff not been solicited by Defendants and had Plaintiff been timely notified that Defendants would not enter a contract with him to handle his BP case, Plaintiff would have hired other competent counsel to handle his BP case and therefore, would have been compensated for the BP disaster losses he incurred. Thus, because of Defendants' negligence, Plaintiff has suffered damages.

VIII VICARIOUS LIABILITY

Defendants are vicariously liable under a theory of partnership. Defendants, individually and through their respective firms, entities or associations, formed various partnerships and

entered into various agreements to associate for profit. Each Defendant received or had a right to receive a share of the profits, expressed intent to be a partner in the ventures, participated or had a right to participate in the control of the business, shared or agreed to share the losses of the business or liability, and/or contributed or agreed to contribute money. Accordingly, each Defendant is a member of the partnership formed for the purpose of carrying on the barratry activities described herein and each is liable for the conduct of one another as described herein all of which occurred within the course and scope of the partnership.

Defendants are also vicariously liable under a theory of joint enterprise. Defendants were engaged in a joint enterprise because they had express and implied agreements to carry out the actions outlined herein. Defendants had a community of pecuniary interest in that common purpose and an equal right to direct and control the enterprise. Defendants each took actions in furtherance of the purpose of the joint enterprise, which was to commit barratry.

IX DEFENSES TO LIMITATIONS

To the extent necessary, Plaintiff affirmatively pleads the discovery rule, fraudulent concealment and/or the *Hughes* tolling rule to any defense of limitations asserted by Defendants regarding any of Plaintiff's claims or causes of action. Plaintiff did not discover, nor could she have discovered through reasonable diligence, Defendants' barratry scheme. Acts of barratry are inherently undiscoverable. Even if Plaintiff had been "solicited," he or she may not know, nor could Plaintiff reasonably discover, that they had been "wrongfully solicited" and injured because of this solicitation. Plaintiff did not know that Defendants had paid or agreed to pay individuals to solicit Plaintiff and Plaintiff did not know Defendants committed the barratry with intent to obtain an economic benefit in violation of the particular subparts of section 38.12 and disciplinary rules of professional conduct. There was no way for Plaintiff to know that those

portions of the statute and rules were violated by the Defendants. Moreover, Defendants affirmatively fraudulently concealed their wrongdoing from Plaintiff.

**X
RESPONDEAT SUPERIOR**

Plaintiff pleads the legal theory of *respondeat superior* as between the individual lawyers named herein and their respective law firms.

**XI
DAMAGES**

Plaintiff seeks damages within the jurisdictional limits of this Court and in excess of \$550,000. Texas Government Code, Section 82.0651 provides that a victim of barratry who prevails in a civil barratry action may recover from each Defendant actual damages, statutory damages in the amount of \$10,000 per violation per defendant and reasonable and necessary attorney's fees. TEX. GOV'T CODE 82.0651 (b), (d). Plaintiff seeks \$100,000 in actual damages, including mental anguish damages. Plaintiff also seeks \$450,000 in statutory damages. Each of the five Defendants committed approximately four (4) violations of the penal code and five (5) violations of the rules of professional conduct, each carrying a \$10,000 statutory damages per violation. Therefore, Plaintiff seeks \$90,000 from each Defendant or a total of \$450,000 in statutory damages. Further, Plaintiff seeks reasonable and necessary attorney's fees. Texas law recognizes that contingency fees can be reasonable and necessary under the circumstances. Under these circumstances, a reasonable attorneys' fee of 40% of the entire recovery should be assessed against Defendants. As alternative damages, Plaintiff seeks damages from Defendants equal to the value of Plaintiff's underlying BP claim.

**XII
JURY DEMAND**

Plaintiff desires to have a jury decide this case and makes this formal request pursuant to Texas Rule of Civil Procedure 216. This request is filed more than thirty days before this case has been scheduled for trial and all fees have been paid.

**XIII
REQUESTS FOR DISCLOSURE**

Plaintiff requests that Defendants disclose all information and documents required under Texas Rules of Civil Procedure Rule 194 within the time required under this rule.

**XIV
NOTICE OF INTENT TO USE PRODUCED DOCUMENTS**

Pursuant to Rule 193.7 of the Texas Rules of Civil Procedure, each party is hereby given notice of Plaintiff's intent to use any and all documents produced by any and all parties at any pretrial hearing, deposition, proceeding, the trial of this matter, or any combination.

**XV
PRAYER**

WHEREFORE, Plaintiff prays that after trial herein, that judgment be entered against Defendants jointly and severally as prayed for, that costs of court be taxed against Defendants, that Plaintiff be given prejudgment as well as post judgment interest, and for such other and further relief, at law and in equity to which Plaintiff may show himself to be justly entitled, to which the Court believes Plaintiff to be deserving, and for which Plaintiff will ever pray.

Respectfully submitted,

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