

AMERICAN ARBITRATION ASSOCIATION
CASE NO. 01-22-0000-9524

NICHOLAS ABAZA, ET AL.	§
	§
Claimants / Counter-Respondents	§
	§
VS.	§
	§
RICHARD ALLISON, JR. AND	§
CAROLINE ALLISON	§
	§
Respondents / Counter-Claimants	§

**THE LAWYERS' ANSWERING STATEMENT TO
RICHARD ALLISON'S STATEMENT OF CLAIMS**

I. CAST OF CHARACTERS

At the preliminary hearing in this consolidated case, the Arbitrator designated three attorneys and their respective law firms as Claimants. Claimants are Nicholas Abaza and Law Offices of Nicholas Abaza, P.C., Jorge Borunda and Borunda P.C., and Michael Trevino and Law Office of Michael A. Trevino, P.L.L.C. Claimants are collectively referred to in this answering statement as “the Lawyers.” Respondents are Richard Allison, Jr. (“Richard”) and Caroline Allison (“Caroline”), sometimes collectively referred to in this answering statement as “the Clients.”

II. BRIEF SUMMARY OF THIS CASE

The Lawyers represented Richard and Caroline in a complex and hotly-contested probate matter, and obtained a settlement for Richard and Caroline with a value in excess of ten million dollars. Richard's Statement of Claims is devoid of merit. In fact, it is nothing more than an attempt to cheat the Lawyers out of their fee after the Lawyers obtained a life-changing settlement for him.

III. FACTUAL BACKGROUND

Richard's mother and father divorced. His father re-married Robin Allison ("Robin"). Richard and Caroline became largely estranged from their father, who -- after many years of marriage to Robin -- signed a will that effectively left his estate to Robin. Robin filed the will for probate, but Richard and Caroline contested the will and also challenged certain changes that their father had made to a trust. The parties litigated these disputes in probate court in Collin County, Texas.

Richard retained Mr. Abaza and Mr. Borunda to represent him in these inheritance disputes with his step-mother. Richard later also retained Mr. Trevino to represent him in these disputes.

The litigation matters between Richard / Caroline and their step-mother Robin involved approximately \$20,000,000.00. Perhaps not surprisingly, these litigation matters were extremely complex, extremely complicated and extremely contentious.

After many months of litigation, on April 13, 2021, Richard, Caroline and Robin signed a Mediated Settlement Agreement ("the MSA"), pursuant to which Richard and Caroline received a recovery that exceeded \$10,000,000.00. Exhibit A. This recovery included various items of personal property as well as 100% control and nearly 100% ownership of a family partnership held under the Allison Family Trust.

Robin represented in the MSA that this family partnership had an asset account with a balance of at least \$9,500,000.00. Exhibit A, §3.1q) at p. 4. Robin also agreed in the MSA to "resign as trustee of the Family Trust and waive all rights to receive any interest, income and/or principal whatsoever from the Family Trust." Exhibit A, §3.1k) at p. 3. Finally, all parties agreed in the MSA that the Family Trust would be amended to name Richard and Caroline as Co-Trustees and that Richard and Caroline would "have the right to access all principal and

income from the Family Trust” except \$1,000,000.00 that was set aside for the education of their children. Exhibit A, §3.1p) at p. 4. The MSA also memorialized various other agreements, and provided that applicable trust and other documents would be amended to the extent necessary to effectuate these agreements.

Richard and Caroline represented in the MSA that they “believe that this Agreement is in the best interest of all [parties], the Trust, Marital Trust and Family Trust, and all beneficiaries of same, whether current or contingent.” Exhibit A, §3.2 at p. 5. Richard and Caroline also represented in the MSA that each of them:

- “a.) is or has had the opportunity to be represented by or consult with an attorney and enters into this Agreement voluntarily after receiving advice from such counsel or after waiving such advice;
- b.) is completely informed of the facts relating to the subject matter of this Agreement and of the rights and liabilities of the Parties, which shall also include the reliance of Caroline and Richard on the representation ... referenced in Section 3.1q.;
- c.) has given careful and mature thought to the making of this Agreement;
- d.) has carefully read each and every provision of this Agreement;
- e.) completely understands the provisions of this Agreement, as to both the subject matter and the effect;
- f.) has authority to bind the party or parties for whom such person acts; and
- g.) owns the claims, suits, rights, and/or interests which are the subject matter hereto and has not assigned, transferred or sold same; and
- h.) **THE PARTIES FURTHER UNDERSTAND THAT THIS AGREEMENT IS NOT SUBJECT TO REVOCATION.**”

Exhibit A, §5.6 at p. 9. Emphasis in original.

With respect to the amendment of trust documents and other documents necessary to effectuate the terms of the MSA, Richard, Caroline and Robin agreed “to execute all documents and take all further acts necessary to consummate the agreement contained herein, including any

other documents, releases and necessary pleadings, if any, dismissing the lawsuit within 14 days of the court order approving this Agreement.” Exhibit A, §5.7 at p. 9.

After the MSA was signed on April 13, 2021, Richard’s three adult children were given a full month, until May 13, 2021, to review the MSA and to decide whether or not to approve it. Richard’s adult son Hunter signed a Consent Agreement in which he swore that he had received the MSA and that:

“I have had the opportunity to review it and to have it explained to me to my satisfaction by the attorney of my choosing. I affirm that I understand the Agreement. I accept and agree to the Agreement’s effect on the structure and terms of the Richard Allison Trust, the Allison Family Trust, the Allison Marital Trust, and the Surviving Grantor’s Trust, as well as on the Last Will and Testament of Richard Gerard Allison (the “Will”) and his Estate (the “Estate”).

Exhibit B.

Richard’s adult son Erik signed an identical or substantially identical Consent Agreement. Exhibit C. So did Richard’s adult daughter Ella. Exhibit D. So, after having a full month to obtain both input from Richard as well as advice from at least three different and independent lawyers, all three of Richard’s adult children approved the MSA.

While Richard’s children were adults when the MSA was signed, Caroline’s only child (a daughter named Kensington) was and remains a minor. Therefore, attorney David Jackson Wilburn II was appointed as guardian ad litem to represent the interests of Caroline’s minor child. It seems reasonable to believe that the ad litem reviewed the MSA and made an independent determination as to whether the MSA was in Kensington’s best interests. It also seems reasonable to believe that the ad litem sought input from Caroline in this regard. In any event, the ad litem recommended that the probate judge approve the MSA.

Based on the explicit approval and/or recommendation of every single person with an actual or a potential interest in the probate matter, the probate court approved the MSA on June 14, 2021 -- two months after the MSA had been signed. Exhibit E. In its order approving the

MSA, the probate court ordered each person/entity affected by the MSA to “execute each and every document needed to effectuate the agreements set forth in the MSA on or before **June 30, 2021**, and if there is any problem as to a form of any document to be executed, same should be brought to the attention of the Court to resolve the disagreement in order to finalize the MSA.” Emphasis in original.

At this point, it became apparent that Richard and Caroline did not want to pay the Lawyers the 35% contingent fee that they had earned. In an attempt to force the Lawyers to re-negotiate the parties’ fee contracts post-settlement, Richard and Caroline refused to sign the settlement-related documents that the probate court had ordered them to sign. Without belaboring details in this pleading, Richard and Caroline went so far as to fire the Lawyers and to hire new counsel (“Substitute Counsel”) to represent them. Notably, however, neither Richard nor Caroline voiced any complaints about the MSA when the items of personal property referenced in the MSA (see, for example, Exhibit A, §3.1r) at p. 4) were distributed to them per the parties’ agreement.

After Substitute Counsel made his appearance as lead counsel for Richard and Caroline, the probate court sanctioned Richard and Caroline for refusing to comply with the court’s June 14, 2021 order. Exhibit F. Presumably, at some point, Richard and Caroline eventually signed the documents necessary to effectuate the agreements set out in the MSA -- but they had fired the Lawyers and had hired Substitute Counsel by the time that they did so.

Richard’s Statement of Claims is replete with vague and unsubstantiated allegations about “doubts,” “uncertainties,” “overtures,” “threats,” “reports,” and “debates” regarding the MSA and the trust amendments and other documents contemplated in the MSA. But, again, Richard and Caroline had fired the Lawyers and had hired Substitute Counsel before Richard and

Caroline signed the trust amendments and other documents (assuming that they did eventually sign them).

IV. GENERAL DENIAL

Pursuant to Texas Rule of Civil Procedure 92, the Lawyers generally deny the material allegations in Richard's most recent Statement of Claims and any subsequent supplement or amendment.

V. AFFIRMATIVE DEFENSES

The Lawyers assert the following affirmative defenses: contributory negligence, estoppel, Richard's and Caroline's partial performance of and acceptance of benefits under the MSA, Richard's and Caroline's prior material breach and/or termination of the applicable fee agreements with the Lawyers, release, and waiver.

VI. RIGHT TO AMEND

The Lawyers assert their right to amend this pleading in accordance with applicable procedural or substantive rules and/or the orders of the Arbitrator.

WHEREFORE, PREMISES CONSIDERED, the Lawyers respectfully request that the Arbitrator enter an order and/or an award that (1) imposes appropriate interim measures and/or emergency measures of protection to protect or conserve the attorneys' fees and expenses that the Clients owe the Lawyers, (2) denies all relief requested by the Clients, (3) awards the Lawyers the attorneys' fees and expenses to which they are entitled pursuant to their contracts with the Clients, (4) assesses all costs and expenses of this arbitration against the Clients, and (5) awards the Lawyers their attorneys' fees incurred in this arbitration, pre-and post-judgment interest at the highest rate allowed by law, and all other damages or relief to which the Lawyers are or may be entitled.

Respectfully submitted,

THE LITTLE LAW FIRM, P.C.

/s/ Joseph R. Little

Joseph R. Little
State Bar No. 00784483
440 Louisiana Street, Suite 900
Houston, Texas 77002
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Attorney in Charge for the Lawyers

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the above document has been served upon all parties in accordance with the applicable rules of the American Arbitration Association on this the 9th day of December, 2022.

/s/ Joseph R. Little

Joseph R. Little

Exhibit A

NO. PB1-1332-2019

IN THE ESTATE OF	§	IN THE PROBATE COURT
	§	
RICHARD GERARD ALLISON,	§	NO. 1 OF
	§	
DECEASED.	§	COLLIN COUNTY, TEXAS

MEDIATED SETTLEMENT AGREEMENT

This is a Mediated Settlement Agreement. This Mediated Settlement Agreement (the "Agreement") is entered into by and between ROBIN ALICE ALLISON, INDIVIDUALLY AND AS TRUSTEE OF THE RICHARD ALLISON TRUST AS AMENDED AND RESTATED (IN ITS ENTIRETY) ON APRIL 11, 2013, AND OF ALL TRUSTS CREATED THEREIN ("ROBIN"), RICHARD ALLISON, JR ("RICHARD") AND CAROLINE ALLISON ("CAROLINE"), COLLECTIVELY, THE PARTIES. In consideration of the mutual promises contained in this Agreement, and with the intention of being bound by this Agreement, now and forever after, the Parties stipulate and agree as follows:

BACKGROUND AND STIPULATIONS

2.1. Richard Gerard Allison ("Decedent") died on April 14, 2017. The Decedent had two children, Richard and Caroline. Decedent previously executed a trust agreement entitled the Richard Gerard Allison Trust by an instrument dated May 26, 1989, which was most recently amended and restated in its entirety on April 11, 2013 (the "Trust"). Upon Decedent's death, the Trust created 2 separate trusts, the Marital Trust and the Family Trust. The current acting trustee of all of the Trusts is Robin. Any reference to the "Trustee" shall be to Robin or any other person or entity serving as trustee under the Trust. Decedent previously executed a Last Will and Testament dated April 11, 2013 (the "Will").

2.2. Various Disputes. After Decedents' death, various disputes have arisen concerning the validity and enforceability of various instruments, including, but not limited to, the Trust and Will.

2.3. Full Information. All Parties have exchanged information and have sufficient information, or have had the opportunity to gain such sufficient information, about the Trust and/or any other matter necessary to enter into this Agreement.

2.4. Intent of the Parties. The Parties intend that this Agreement supersede any and all other agreements between the Parties, and they intend that this Agreement supersede any and all rights that any Party may have under case law or statutory law concerning inheritance rights, marital rights, community property rights, partnership rights or any other theory defining or concerning the Trust, including Decedent's property right and the associated rights.

2.5. Desire. The Parties desire, by this Agreement, to reduce to writing their agreement regarding all pending claims, disputes, disagreements, and lawsuits between them, including but not limited to all claims related to the Trust.

TERMS OF AGREEMENT

3.1. Terms of Agreement. NOW, THEREFORE, in consideration of the promises, other good and valuable consideration and mutual covenants herein contained, each Party hereby confirms and affirmatively agrees to each of the following terms and that same are binding upon each of them as a contract as stated in this Agreement:

- a) Contract and Court Approval. This Agreement shall be binding on all Parties as a contract immediately upon it being fully executed by all Parties, although ultimately being dependent on Court approval as the terms of this Agreement may impact other persons, including contingent beneficiaries.
- b) Robin shall receive all of the interest in the property located at 811 Creekwood Drive South, Fairview, Texas 75069 (the "Property") so as to vest Robin with 100% ownership in the Property, free of trust. Robin shall be solely responsible for the payment of any and all expenses associated with the Property that may be due and owing, including, but not limited to, ad valorem property taxes.
- c) Robin shall receive all of the contents in the Property, subject to the provisions set forth herein.

- d) Caroline and Richard waive any right to receive any proceeds from the Vanguard IRA which named Robin as sole beneficiary.
- e) Caroline and Richard agreed to convey all of their partnership interests in the following entities to the Marital Trust, and the Marital Trust shall be solely responsible for any and all taxes, costs and other expenses associated with them:
 - i. CDR Associates, LP
 - ii. Kingsman, LP
 - iii. Seville Associates, LP
 - iv. Lagarto Creek, LP
- f) The Trustee(s) of the Family Trust, shall transfer all of its interest in 41st Street, LP, consisting of 49% limited partnership interest, to Robin, individually.
- g) Richard G. Allison Co, LLC shall transfer or assign all of its interest in Minaki, LP, consisting of 1% general partnership interest, to the Family Trust.
- h) The trustee of the Marital Trust shall transfer all of its interest in Jackson Square, LP, consisting of 23% limited partnership interest, in equal shares to Hunter Allison, Ella Allison and Erik Allison.
- i) Robin shall transfer all of her interest in Jackson Square, LP, consisting of 23% limited partnership interest and ½% general partnership interest, in equal shares to Hunter Allison, Ella Allison and Erik Allison.
- j) The Richard G. Allison Co, LLC shall transfer all of its interest in Jackson Square, LP, consisting of ½% general partnership interest, in equal shares to Hunter Allison, Ella Allison and Erik Allison.
- k) Robin shall resign as trustee of the Family Trust and waive all rights to receive any interest, income and/or principal whatsoever from the Family Trust.
- l) Robin shall continue to serve as trustee of the Marital Trust and acknowledges that it is irrevocable, and distributions can only be made of the income realized from the Marital Trust, and the corpus of the Marital Trust cannot be invaded unless expressly authorized by the terms of the Marital Trust.
- m) Caroline and Richard shall be named as co-trustees of the Family Trust.
- n) The personal property specifically distributed in the Surviving Grantor's Trust shall be distributed in accordance with the terms of the Surviving Grantor's Trust by Robin.
- o) The Marital Trust shall be amended as follows:

- i. Upon the death of Robin, the Marital Trust shall be distributed to Decedent's grandchildren, per stirpes, beginning at the grandchild level.
 - ii. Robin agrees not to exercise any power of appointment she may have regarding the ultimate distribution of the trust.
- p) The Family Trust shall be amended as follows:
 - i. Caroline and Richard shall be named as Co-Trustees and shall effectuate the transfers herein
 - ii. Caroline and Richard shall insure that the balance of the Family Trust does not fall below \$1,000,000 until the youngest of Decedent's grandchildren attains 25 years of age, except that the balance can fall below \$1,000,000 in the event it is being used for educational expenses of such grandchildren, and thereby reducing the minimum required balance by the amount expended for educational expenses
 - iii. Caroline and Richard shall have the right to access all principal and income from the Family Trust with the exception of the \$1,000,000 in principal set aside for the grandchildren's educational expenses set forth above at the discretion of the co-trustees
- q) Within 24 hours of the execution of this Agreement, Robin shall provide counsel for Caroline and Richard a copy of the most recent statement of Minaki, LP, which she represents indicates that the balance in the account is at least \$9,500,000 as of the most recent statement received reflecting the balance as of March 31, 2021, and she has not caused any withdraws from the account since the date of such statement. The Parties expressly understand and agree that Richard and Caroline are relying on such representation regarding the value reflective in such statement as a material fact in entering into this Agreement.
- r) The Parties agree to distribute the following personal property to the Family Trust:
 - i. Any and all bows and arrows not owned by Robin (if located)
 - ii. 2 paintings (one of which is of Decedent's father, one of which is of Caroline and Richard)
 - iii. 5 pandas that was a gift from Caroline to Decedent (if located)
 - iv. Travel artifacts (if located)

- s) The Parties agree that the grandchildren are necessary parties to approve the settlement of this matter. Counsel for Richard and Caroline will file a Motion with the Court to have a guardian ad litem or attorney ad litem as the Court may determine appointed to represent Kennsington White, a minor for review and approve this Agreement. The other grandchildren Hunter, Ella and Erik shall be given a copy of this Agreement and either approve this settlement or the current Parties agree to add them as necessary parties. A consent agreement will be prepared and circulated by counsel for Caroline and Richard, within 7 days of the execution of this Agreement. If the grandchildren do not approve the agreement within 30 days of the execution of the Agreement the Parties agree to name the grandchildren as necessary parties to this litigation.
- t) Richard and Caroline desire to minimize any tax burden that may be associated with the Family Trust modifications regarding Richard's and Caroline's attorneys' fees, and may present Robin with a request to accomplish same so long as any such request has no legal or tax consequences to Robin or the Marital Trust, and is approved by Robin's professional advisors, which may include legal and tax experts.
- u) The Parties agree to abate all discovery and other deadlines currently in place pending Court approval of this Agreement. In the event the Court fails to approve this Agreement, the Parties agree to submit an agreed Motion for Continuance of the current trial setting and prepare a new scheduling order.
- v) The Parties agree upon the Court's approval of this Agreement, the Last Will and Testament of Richard Gerard Allison dated April 11, 2013 will be submitted to the Court for probate, without objection by any Party, and subject to the Court's approval, Robin will be appointed as the Independent Executrix. Any contest or challenge to the validity of the Will shall be dismissed with prejudice within 3 days of the Court's approval of this Agreement.
- w) Within 14 days after the Court approves this Agreement, counsel for Richard and Caroline shall prepare amendments to the Family Trust to facilitate the terms of this Agreement.
- x) Within 14 days after the Court approves this Agreement, counsel for Robin shall prepare amendments to the Marital Trust to facilitate the terms of this Agreement.
- y) Within 14 days after the Court approves this Agreement, counsel for Robin shall prepare any and all assignments, transfers, deeds, etc. to facilitate the terms of this Agreement as it pertains to the Homestead and various entities to facilitate the terms of this Agreement.

3.2. Best Interest. The Parties believe this Agreement is in the best interest of all of them, the Trust, Marital Trust and Family Trust, and all beneficiaries of same, whether current or contingent.

3.3. Richard and Caroline release Robin. Except as otherwise expressly and specifically preserved elsewhere in this Agreement, and subject to receipt of the consideration described in Section 3.1, above, RICHARD AND CAROLINE, as defined, fully, completely and unconditionally acquit, release, waive and discharge Robin, as defined, from any and all claims, demands, rights, actions, causes of action, suits, contracts, debts, expenses, liabilities, obligations, damages, losses, expenses, penalties, costs (including costs of suit and attorneys' fees) and allegations of any kind and character whatsoever, whether legal, contractual, statutory, or equitable in nature, known or unknown, suspected or unsuspected, liquidated or unliquidated, express or implied, direct or indirect, absolute, fixed, or contingent, whether or not asserted in the above case, which RICHARD AND/OR CAROLINE ever had or now has, through the date of this Agreement, against Robin, respectively or collectively, or in any of his or her respective possible capacities, for, upon, or by reason, directly or indirectly, of any matter, cause, act, representation, misrepresentation, error, omission, or occurrence, or happening, arising out of or in any way connected to the events and transactions, which are related to the subject matter of this cause. **RICHARD'S AND CAROLINE'S RELEASE IS INTENDED TO BE AND IS THE BROADEST POSSIBLE RELEASE DATING BACK TO THE BEGINNING OF TIME THROUGH THE DATE OF THIS AGREEMENT, IS DESIGNED AND INTENDED TO END ALL LITIGATION AND ALL POSSIBLE LITIGATION AND APPLIES TO AND IS EFFECTIVE FOR ALL AND ALL CONCEIVABLE CAUSES OF ACTION AMONG THE PARTIES, SUCH THAT NO FURTHER CLAIMS EXIST BETWEEN THEM AS OF THE MOMENT THIS AGREEMENT IS SIGNED BY ALL THE PARTIES.**

3.4. Robin releases Caroline and Richard. Except as otherwise expressly and specifically preserved elsewhere in this Agreement, and subject to receipt of the consideration described in Section 3.1, above, ROBIN, as defined, fully, completely and unconditionally acquits, releases, waives and discharges Caroline and Richard, as defined, from any and all claims, demands, rights, actions, causes

of action, suits, contracts, debts, expenses, liabilities, obligations, damages, losses, expenses, penalties, costs (including costs of suit and attorneys' fees) and allegations of any kind and character whatsoever, whether legal, contractual, statutory, or equitable in nature, known or unknown, suspected or unsuspected, liquidated or unliquidated, express or implied, direct or indirect, absolute, fixed, or contingent, whether or not asserted in the above case, which ROBIN ever had or now has, through the date of this Agreement, against Caroline and/or Richard, or in any of his or her respective possible capacities, for, upon, or by reason, directly or indirectly, of any matter, cause, act, representation, misrepresentation, error, omission, or occurrence, or happening, arising out of or in any way connected to the events and transactions, which are related to the subject matter of this cause. **ROBIN'S RELEASE IS INTENDED TO BE AND IS THE BROADEST POSSIBLE RELEASE DATING BACK TO THE BEGINNING OF TIME THROUGH THE DATE OF THIS AGREEMENT, IS DESIGNED AND INTENDED TO END ALL LITIGATION AND ALL POSSIBLE LITIGATION AND APPLIES TO AND IS EFFECTIVE FOR ALL AND ALL CONCEIVABLE CAUSES OF ACTION BETWEEN THE PARTIES, SUCH THAT NO FURTHER CLAIMS EXIST BETWEEN THEM AS OF THE MOMENT THIS AGREEMENT IS SIGNED BY ALL THE PARTIES.**

3.5. Resolution of all Lawsuits. All Parties agree to effectuate the terms of this Agreement in the form of an Agreed Judgment confirming the terms of this Agreement and amending the Trust in accordance with terms set forth herein.

3.6 Non-disparagement Clause. The Parties agree that they shall not engage in any vilification of one another, Decedent or any family members, and shall refrain from making any false, negative, critical or disparaging statements, implied or expressed, concerning the other, including posting any such comments on social media platforms, such as Facebook, Twitter, Instagram, and no verbal or electronic communications to any third party disparaging any Party, Decedent or any family

members.

ADDITIONAL TERMS - GENERAL PROVISIONS

5.1. **Benefit and Burden.** This Agreement will be binding on and inure to the benefit of the Parties and their respective heirs, administrators, personal representatives, executors, agents, representatives, attorneys, predecessors, successors and assigns.

5.2. **Consideration for the Agreement.** The consideration for this Agreement is the mutual promise of each party to do and act as stated in this Agreement, in addition to the other specific money or property exchanged or promises contained in this Agreement. Any services that either Party may provide to the other or for the benefit of the other are fully compensated by this Agreement. Neither Party shall acquire any right of reimbursement from the other party or any interest in or claim to the present or future property of the other party by virtue of any services or contributions by one party to or for the benefit of the other Party.

5.3. **Modification.** This Agreement may not be modified except by subsequent agreement, in writing, signed and acknowledged by all Parties. No amendment or modification of this Agreement shall be effective, unless executed, in writing, by all Parties hereto.

5.4. **Mediation Prerequisite to Litigation.** If one or more disputes arise with regard to the interpretation or performance of this Agreement or any of its provisions, the Parties agree to attempt to resolve same with Jeffrey A. Yates within thirty (30) days of notification of the dispute as a pre-requisite to filing suit. If mediation does not occur within the thirty (30) days, then this requirement is waived and a lawsuit can be filed by the Parties without impediment. If litigation is necessary, same shall be governed by other provisions in this Agreement.

5.5 **Costs of Litigation and Future Administration.** Except as otherwise provided herein, each Party, respectively, shall be responsible and shall pay for their own costs relating to the litigation

leading up to and through the execution and completion of the terms of this Agreement except as otherwise set forth in this Agreement, such that none of the, respective, Parties shall ever be required to pay the attorneys' fees and expenses of any other Party.

5.6. The Parties represent that each:

- a.) is or has had the opportunity to be represented by or consult with an attorney and enters into this Agreement voluntarily after receiving advice from such counsel or after waiving such advice;
- b.) is completely informed of the facts relating to the subject matter of this Agreement and of the rights and liabilities of the Parties, which shall also include the reliance of Caroline and Richard on the representation ~~and warranty~~ referenced in Section 3.1 q.;
- c.) has given careful and mature thought to the making of this Agreement;
- d.) has carefully read each and every provision of this Agreement;
- e.) completely understands the provisions of this Agreement, as to both the subject matter and the effect;
- f.) has authority to bind the party or parties for whom such person acts; and
- g.) owns the claims, suits, rights, and/or interests which are the subject matter hereto and has not assigned, transferred or sold same; and
- h.) **THE PARTIES FURTHER UNDERSTAND THAT THIS AGREEMENT IS NOT SUBJECT TO REVOCATION.**

5.7. Document Execution. The Parties agree to execute all documents and take all further acts necessary to consummate the agreement contained herein, including any other documents, releases and necessary pleadings, if any, dismissing the lawsuit within 14 days of the court order approving this Agreement.

5.8. Integration. The Parties agree that this written Agreement supersedes any and all other agreements, either oral or in writing, between the parties regarding the subject matter of this Agreement. This Agreement is completely integrated and contains the entire agreement between the Parties. All agreements, covenants, representations and warranties, express and implied, oral and

written, of the Parties are contained in this Agreement. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by either Party to the other regarding the subject matter of this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants and warranties regarding the subject matter of this Agreement are waived, merged in this Agreement and are superseded by this Agreement and shall not be considered or construed in interpreting this Agreement.

5.9. Binding Effect. This Agreement is binding upon all Parties and all of their successors-in-interest, guardians, heirs, beneficiaries, personal representatives, executors, administrators, creditors, and assigns and all persons who may have a claim by, through or under such Party.

5.10. Multiple Originals. This Agreement may be executed in multiple counterpart copies, each of which shall be deemed an original.

5.11. Severability. If any provision of this Agreement is deemed to be invalid or unenforceable, it shall be deemed severed from the remainder of the Agreement. The remainder of the Agreement will continue in full force and effect without being impaired or invalidated in any way and shall remain binding upon all Parties hereto.

5.12. Governing Law. All rights, duties, and obligations under this Agreement are enforceable in Collin County, Texas. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Texas and the Parties hereby agree that venue for any dispute in relation to this Agreement is only proper in Collin County, Texas.

5.13. Interpretation. No provision in this Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted the provision.

5.14. Attorney's Fees. If any party retains counsel for the purpose of enforcing or

preventing the breach of any provision of this Agreement, including, but not limited to, by instituting any action or proceeding to enforce any provision of the agreement, for damages by reason of any alleged breach of any provision of the agreement, for a declaration of that party's rights or obligations under the agreement, or for any other judicial remedy, then the prevailing party will be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs for the services rendered to the prevailing party.

5.15. Titles and Captions. Titles and captions contained in this Agreement are inserted only as a matter of convenience for reference and shall in no way be construed to define, limit or extend the scope of this Agreement or the intent of any of its provisions.

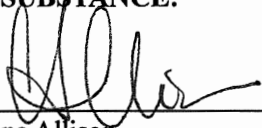
WITNESS OUR HANDS this 13th day of April, 2021.

**READ, UNDERSTOOD, APPROVED AND
AGREED AS TO FORM, CONTENT
AND SUBSTANCE:**



Robin Allison, in all capacities

**READ, UNDERSTOOD, APPROVED AND
AGREED AS TO FORM, CONTENT
AND SUBSTANCE:**



Caroline Allison

**READ, UNDERSTOOD, APPROVED AND
AGREED AS TO FORM, CONTENT
AND SUBSTANCE:**



Richard Allison, Jr.

Exhibit B

CONSENT AGREEMENT OF HUNTER ALLISON

I, **HUNTER ALLISON**, have received a complete copy of that document titled "Mediated Settlement Agreement" (the "Agreement") by and between Robin Alice Allis on, Caroline Allison, and Richard Allison, Jr. in Cause No. PB1-1332-2019, *In the Estate of Richard Gerard Allison, Deceased*, in the Probate Court No. 1 of Collin County, Texas, attached as Exhibit 1 to this Consent Agreement.

As set forth in the Agreement referenced above and signed on April 13, 2021, there are related deadlines, set forth at page 5, paragraph "s", more specifically as follows:

"... If the grandchildren do not approve the [Consent] [A]greement **within 30 days of the execution of the [Mediated Settlement] Agreement** the Parties agree to name the grandchildren as necessary parties to this litigation."

I acknowledge that the deadline for either agreeing to or declining to agree to the Agreement is **Thursday, May 13, 2021**.

I have had the opportunity to review it and to have it explained to me to my satisfaction by the attorney of my choosing. I affirm that I understand the Agreement. I accept and agree to the Agreement's effect on the structure and terms of the Richard Allison Trust, the Allison Family Trust, the Allison Marital Trust, and the Surviving Grantor's Trust, as well as on the Last Will and Testament of Richard Gerard Allison (the "Will") and his Estate (the "Estate").

It is my wish and intent that the Agreement resolve all disputes, claims, and controversies of any nature by any party regarding the Richard Allison Trust, the Allison Family Trust, the Allison Marital Trust, the Surviving Grantor's Trust, the Will, and the Estate. To that end, I waive and release any and all claims I may have against any and all parties in any capacity regarding the Richard Allison Trust, the Allison Family Trust, the Allison Marital Trust, the Surviving Grantor's Trust, the Will, and the Estate.

AGREED TO BY:

Hunter Allison

HUNTER ALLISON

STATE OF California §

COUNTY OF Orange §

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

SUBSCRIBED AND SWORN TO BEFORE ME the undersigned notary public by HUNTER ALLISON on this 3 day of May, 2021.

Angel Jimenez
Notary Public, in and for the State of

3/12/24
Notary Seal - Expiration Date



Exhibit C

CONSENT AGREEMENT OF ERIK ALLISON

I, **ERIK ALLISON**, have received a complete copy of that document titled "Mediated Settlement Agreement" (the "Agreement") by and between Robin Alice Allison, Caroline Allison, and Richard Allison, Jr. in Cause No. PB1-1332-2019, *In the Estate of Richard Gerard Allison, Deceased*, in the Probate Court No. 1 of Collin County, Texas, attached as Exhibit 1 to this Consent Agreement.

As set forth in the Agreement referenced above and signed on April 13, 2021, there are related deadlines, set forth at page 5, paragraph "s", more specifically as follows:

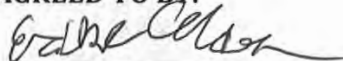
"... If the grandchildren do not approve the [Consent] [A]greement **within 30 days of the execution of the [Mediated Settlement] Agreement** the Parties agree to name the grandchildren as necessary parties to this litigation."

I acknowledge that the deadline for either agreeing to or declining to agree to the Agreement is **Thursday, May 13, 2021**.

I have had the opportunity to review it and to have it explained to me to my satisfaction by the attorney of my choosing. I affirm that I understand the Agreement. I accept and agree to the Agreement's effect on the structure and terms of the Richard Allison Trust, the Allison Family Trust, the Allison Marital Trust, and the Surviving Grantor's Trust, as well as on the Last Will and Testament of Richard Gerard Allison (the "Will") and his Estate (the "Estate").

It is my wish and intent that the Agreement resolve all disputes, claims, and controversies of any nature by any party regarding the Richard Allison Trust, the Allison Family Trust, the Allison Marital Trust, the Surviving Grantor's Trust, the Will, and the Estate. To that end, I waive and release any and all claims I may have against any and all parties in any capacity regarding the Richard Allison Trust, the Allison Family Trust, the Allison Marital Trust, the Surviving Grantor's Trust, the Will, and the Estate.

AGREED TO BY:

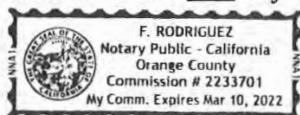


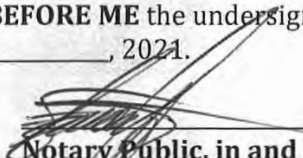
ERIK ALLISON

STATE OF CALIFORNIA §

COUNTY OF Orange §

SUBSCRIBED AND SWORN TO BEFORE ME the undersigned notary public by **ERIK ALLISON** on this 13 day of May, 2021.




Notary Public, in and for the State of **California**

Notary Seal - Expiration Date

Exhibit D

CONSENT AGREEMENT OF ELLA ALLISON

I, **ELLA ALLISON**, have received a complete copy of that document titled "Mediated Settlement Agreement" (the "Agreement") by and between Robin Alice Allison, Caroline Allison, and Richard Allison, Jr. in Cause No. PB1-1332-2019, *In the Estate of Richard Gerard Allison, Deceased*, in the Probate Court No. 1 of Collin County, Texas, attached as Exhibit 1 to this Consent Agreement.

As set forth in the Agreement referenced above and signed on April 13, 2021, there are related deadlines, set forth at page 5, paragraph "s", more specifically as follows:

"... If the grandchildren do not approve the [Consent] [A]greement **within 30 days of the execution of the [Mediated Settlement] Agreement** the Parties agree to name the grandchildren as necessary parties to this litigation."

I acknowledge that the deadline for either agreeing to or declining to agree to the Agreement is **Thursday, May 13, 2021**.

I have had the opportunity to review it and to have it explained to me to my satisfaction by the attorney of my choosing. I affirm that I understand the Agreement. I accept and agree to the Agreement's effect on the structure and terms of the Richard Allison Trust, the Allison Family Trust, the Allison Marital Trust, and the Surviving Grantor's Trust, as well as on the Last Will and Testament of Richard Gerard Allison (the "Will") and his Estate (the "Estate").

It is my wish and intent that the Agreement resolve all disputes, claims, and controversies of any nature by any party regarding the Richard Allison Trust, the Allison Family Trust, the Allison Marital Trust, the Surviving Grantor's Trust, the Will, and the Estate. To that end, I waive and release any and all claims I may have against any and all parties in any capacity regarding the Richard Allison Trust, the Allison Family Trust, the Allison Marital Trust, the Surviving Grantor's Trust, the Will, and the Estate.

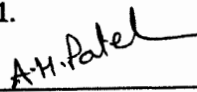
AGREED TO BY:



ELLA ALLISON

STATE OF CALIFORNIA §
COUNTY OF ORANGE §

SUBSCRIBED AND SWORN TO BEFORE ME the undersigned notary public by **ELLA ALLISON** on this 11th day of MAY, 2021.



Notary Public, in and for the State of

05/10/2024.
Notary Seal - Expiration Date

CONSENT AGREEMENT OF ELLA ALLISON

PAGE 1 OF 1

Exhibit E

CAUSE NO. PB1-1332-2019

IN THE ESTATE OF	§	IN THE PROBATE COURT
	§	
RICHARD GERARD ALLISON,	§	NUMBER 1
	§	
DECEASED	§	OF COLLIN COUNTY, TEXAS

ORDER APPROVING MEDIATED SETTLEMENT AGREEMENT

On this day came the Court considered the *Motion to Approve Mediated Settlement Agreement* filed in the above entitled and numbered cause.

The Court finds that the parties to the matters have approved the Mediation Settlement Agreement ("MSA"), and the Additional Interested Parties are **Hunter Allison, Erik Allison and Ella Allison**, each adult contingent beneficiary to the original Trust ("Adult Contingent Beneficiaries"), and all have signed the *Consent to Agreement of the Mediated Settlement Agreement*. In addition, the *guardian ad litem* **David Jackson Wilburn, II**, appointed by the Court to represent **Kensington White**, a necessary party and a minor child, has also approved the MSA on her behalf.

IT IS THEREFORE ORDERED, that the **Mediated Settlement Agreement** dated April 13, 2021 be and is hereby **APPROVED**.

IT IS FURTHER ORDERED, that each Party and Necessary Party are hereby **ORDERED** so execute each and every document needed to effectuate the agreements set forth in the MSA on or before **June 30, 2021**, and if there is any problem as to a form of any document to be executed, same should be brought to the attention of the Court to resolve the disagreement in order to finalize the MSA.

SIGNED on the 14 day of JUNE, 2021.


JUDGE PRESIDING
WELDON COPELAND

APPROVED AS TO FORM:

/s/ Michael J. Collins
MICHAEL J. COLLINS
Counsel for Robin Allison

/s/ Michael Trevino
MICHAEL TREVINO
*Counsel for Caroline Allison
and Richard Allison Jr.*

/s/ David Jackson Wilburn, II
David Jackson Wilburn, II
*Guardian Ad Litem for
Kensington White, A Minor Child*

Exhibit F

CAUSE NO. PB1-1332-2019

IN THE MATTER OF

§

IN THE PROBATE COURT

THE ESTATE OF

§

AT LAW NO. 1

RICHARD GERARD ALLISON

§

§

§

COLLIN COUNTY, TEXAS

ORDER ON APPLICANT'S MOTION FOR ENFORCEMENT AND FOR SANCTIONS

On the 7th day of December, came on to be heard *Applicant's Motion for Enforcement and Sanctions* filed by Robin Allison, Applicant herein. After hearing arguments of counsel, the court made the following findings:

1. This Court has previously entered an *Order Approving the Mediated Settlement* (the "Order") on June 15, 2021.

2. That Order required that the documents to be signed in order to effectuate the MSA were to be signed on or before **June 30, 2021**.

3. The documents requiring the signatures of Contestants have not been signed.

4. The documents were tendered to counsel Trevino in early June 2021, and revisions were completed on June 14, 2021 (by email).

5. The Court finds that sanctions should be entered against Contestants Caroline Allison and Richard G. Allison Jr.

IT IS FURTHER ORDERED that Contestants shall pay Applicant her attorney fees in **\$10,947.67** the in the amount of ~~\$22,369.17~~ incurred from **June 30, 2021 through October 31, 2021** for the prosecution of this matter, ~~as well as fees incurred by Applicant from Whitley Penn in the amount of \$2,500.00 by cashier's check to Robin Allison within ten (10) days of the signing of this Order.~~

IT IS FURTHER ORDERED that **each Contestant** are sanctioned **\$1,000.00 per day** if the documents are not executed and returned to counsel for Applicant as set forth in the next paragraph.

IT IS THEREFORE FURTHER ORDERED that (by end of business December 8, 2021, 5:00 p.m.) upon the signatures to all documents required by Contestants be immediately emailed to Michael J. Collins at mcollins@cblegal.com and to his legal assistant at deb@cblegal.com.

IT IS FURTHER ORDERED that payments of attorney fees and sanctions are to be paid by cashier's check, payable to Michael J. Collins ~~"Robin Allison"~~, and sent via Federal Express (for delivery prior to 3:00 p.m.) in care of Michael J. Collins, The Collins Law Group, 8350 N. Central Expressway, Suite 950, Tower I, Dallas, Texas 75206, by January 7, 2022. ~~along with the fully executed~~ original documents.

IT IS FURTHER ORDERED that Applicant, upon receipt of all documents signed by both Contestants by Federal Express along with the cashier's check as described above, Applicant will also sign documents requiring her signature and will email same to Michael J. Collins, and forward the originals Federal Express to Michael J. Collins for delivery prior to 5:00 p.m. on December 9, 2021.

Dated this 7 day of December, 2021

Weldon Copeland
JUDGE PRESIDING