AFFIRMED; Opinion Filed July 17, 2020

In the
Court of Appeals
Fifth District of Texas at Dallas

No. 05-19-00716-CV

SETH WASHBURNE AND THIRSTY 13TH LLC, Appellants
V.
LYNN PINKER COX & HURST, LLP, Appellee

On Appeal from the 192nd Judicial District Court
Dallas County, Texas
Trial Court Cause No. DC-19-00554

MEMORANDUM OPINION

Before Justices Whitehill, Osborne, and Carlyle
Opinion by Justice Carlyle

Seth Washburne and Thirsty 13th LLC[1] appeal the trial court's judgment denying vacatur of an arbitration award against them and confirming the award. Mr. Washburne contends the arbitration agreement was unconscionable and the arbitrator acted improperly. We affirm the trial court's judgment in this memorandum opinion. *See* TEX. R. APP. P. 47.7.

[1] Thirsty 13th LLC is owned by Mr. Washburne, a non-attorney who appeared pro se in the underlying proceedings and is proceeding pro se on appeal. Though Mr. Washburne's appellate brief appears to be intended as a combined brief of both appellants, "[i]t is well-settled that corporations and other business entities generally may appear in courts only through licensed counsel." *Norvelle v. PMC Mortg.*, 472 S.W.3d 444, 447 (Tex. App.—Fort Worth 2015, no pet.). This appeal was submitted on the briefs of Mr. Washburne and appellee. *See* TEX. R. APP. P. 38.8(a)(2).

The underlying arbitration action

In September 2016, appellants hired Dallas law firm Lynn Pinker Cox & Hurst, LLP (LPCH) to represent them in two ongoing lawsuits. Appellants signed identical engagement letters for each case, agreeing to pay for LPCH's legal services and arbitrate "all disputes related directly or indirectly to any aspect of [LPCH's] representation." Attached to each engagement letter was a two-page LPCH "Disclosure Regarding the Advantages and Disadvantages of Arbitration."

In June 2017, LPCH withdrew as counsel in both lawsuits. Four months later, LPCH initiated the underlying arbitration action with JAMS, the arbitration provider the engagement letters specified. LPCH claimed breach of contract based on appellants' alleged failure to pay attorney's fees and expenses as agreed. Appellants asserted counterclaims, including legal malpractice, DTPA violations, and fraud.

The arbitration hearing was set for October 30, 2018. The deadline to designate expert witnesses in the arbitration was originally July 25, 2018. At LPCH's request and with appellants' agreement, that deadline was extended to August 27, 2018.

Mr. Washburne began contacting experts in early July 2018. The expert he retained withdrew on August 24, 2018. On August 27, appellants filed a motion to extend the expert witness designation deadline to September 24. Additionally, they stated in the motion that they planned to file a grievance against LPCH with the State Bar of Texas on August 28 and requested that the October 30 arbitration hearing be

continued "until April 2019, and . . . be rescheduled for the earliest date after the State Bar investigation concludes," as "[i]t would be helpful to get the verdicts of the State Bar about [appellants'] 41 alleged rule violations, and so to delay this hearing until their review is complete." The arbitrator denied both requests.

On September 26, 2018, appellants filed a "Second Motion to Reconsider Amending Scheduling Order to Designate Expert Witness," stating they (1) "have located an expert witness" who "has agreed and is prepared to expedite his report in accordance with the ruling on this matter" and (2) "are not requesting that the date of the arbitration hearing be changed, continued or delayed from its original setting of October 30, 2018." On October 4, the arbitrator granted that motion and set an October 12 deadline for taking expert depositions. Appellants' expert then told them he was not available for a deposition by that date and "will not serve as an expert unless I receive an order from the arbitrator confirming that the deposition will be moved." The expert withdrew the following day. Appellants filed an October 5, 2018 "Emergency Motion to Remove Requirement for Expert Depositions," but withdrew that motion three days later.

LPCH moved for summary judgment on all claims and counterclaims in the arbitration proceeding and submitted expert testimony regarding its claimed attorney's fees and expenses. The hearing on that motion was not recorded. In an October 24, 2018 order, the arbitrator granted summary judgment in favor of LPCH

on all of appellants' counterclaims but denied LPCH's request for summary judgment on its breach of contract claim.[2]

The October 30, 2018 arbitration hearing was also unrecorded. The arbitrator entered a December 5, 2018 final award against appellants for $150,616.76 in actual damages, $56,338.50 in attorney's fees, and $10,775.90 in arbitration costs.[3]

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[2] The arbitrator's October 24, 2018 order stated, among other things:

> Respondents [Mr. Washburne and Thirsty 13th LLC] did not submit expert testimony to raise a fact issue with respect to [LPCH's expert's] opinions. Respondents instead argue that the statements contain redundant billing entries and a discovery vendor was used without advance notice to them. Respondents also argue certain billed items should have taken less time, were unnecessary, or contributed no value to the litigation. . . . Lay witness testimony regarding the reasonableness and necessity of attorneys' fees is not competent, admissible summary judgment evidence.

[3] The final award stated, among other things:

> After a hearing on [LPCH's] Motion for Summary Judgment, a take nothing determination was entered against Respondents on their counterclaims. The sole cause of action remaining for final hearing is [LPCH's] breach of contract claim against Respondents.
>
> The Parties appeared at JAMS Dallas office on October 30, 2018 and presented evidence and argument in support of their positions. To the extent facts contained in this Final Award differ from any party's position that is the result of determinations as to witness credibility, relevancy, burden of proof considerations and the weighing of evidence, both oral and documentary.
>
> . . . .
>
> Respondents called Seth Washburne as their sole witness at the arbitration hearing . . . . Washburne is not an attorney and Respondents did not present expert testimony on the reasonableness and necessity of [LPCH's] fees. Washburne testified to his dissatisfaction with [LPCH's] services after disagreements arose about the prosecution of the underlying cases and a failed mediation session. Washburne testified [LPCH's] fee statements contained duplicative billing and charges for unauthorized activity. As mentioned above, [LPCH] agreed to delete several of these charges from its claim. Washburne also testified at one point, that, while he knew some fees were due, he did not feel fees for trial preparation were justified because the underlying cases never went to trial. At another point, Washburne testified that no fees were due because of the outcome of the underlying cases and the amount of the fees charged was unconscionable. . . . Assuming without deciding that the Texas Rules of Disciplinary Procedure can be the basis for avoidance of payment of fees in a contractual attorneys' fees dispute, the disciplinary rules require evidence that a "competent lawyer could not form a reasonable belief that the fee is reasonable." Respondents have failed to present such evidence in this proceeding and the evidence presented by [LPCH] establishes the fees

The trial court proceedings

On January 11, 2019, LPCH filed a petition in the trial court to confirm the arbitration award pursuant to the Texas Arbitration Act. *See* TEX. CIV. PRAC. & REM. CODE §§ 171.001–.098. Appellants filed a general denial answer, several counterclaims, and a motion to vacate the arbitration award and "find the engagement letter unconscionable." Appellants' motion to vacate quoted TAA section 171.088(a)'s vacatur grounds and, referencing those provisions by number, stated "in this case six conditions are met: (1) fraud, (1) undue means, (2)(A) evident partiality, (3)(B) refusing to postpone, (3)(C) refusing to hear evidence, and (3)(D) prejudicing my rights to fully participate in the hearing." Appellants also contended "[t]he arbitration disclosures in LPCH's engagement letter were unconscionable because they failed to disclose many material facts" and thus the trial court should refuse to enforce the arbitration agreement pursuant to TAA section 171.022.

The trial court held a May 16, 2019 hearing on the confirmation request and motion to vacate. On that date, appellants filed a reply to LPCH's response to the motion to vacate, withdrawing "evident partiality" as a ground for their "answer, motion, and counterclaim," and restating their arguments regarding the remaining

charged are both reasonable and necessary. Finally, Respondents argue the fees charged are "illegal" under the disciplinary rules but presented no evidence to support this claim.

previously-asserted vacatur grounds. Appellants also filed a supporting PowerPoint presentation, which was published at the hearing.

In a May 20, 2019 final judgment, the trial court denied the motion to vacate the arbitration award, granted the petition to confirm the award, and dismissed appellants' counterclaims for lack of subject matter jurisdiction.[4]

The trial court did not err by confirming the arbitration award

We review a trial court's ruling confirming or vacating an arbitration award de novo based on the entire record before us. *ZTE Corp. v. Universal Tel. Exch., Inc.*, No. 05-17-00781-CV, 2018 WL 6039694, at *2 (Tex. App.—Dallas Nov. 19, 2018, pet. denied) (mem. op.) (citing *Cambridge Legacy Grp., Inc. v. Jain*, 407 S.W.3d 443, 447 (Tex. App.—Dallas 2013, pet. denied)). An arbitration award has the same force as a judgment of a court of last resort and is presumed valid and entitled to great deference. *Id*. We indulge all reasonable presumptions to uphold the arbitration award and no presumptions are indulged against it. *Id*. (citing *CVN Grp., Inc. v. Delgado*, 95 S.W.3d 234, 238 (Tex. 2002)).

A party seeking to vacate an arbitration award bears the burden of presenting a record that establishes its grounds for vacating. *Id*. (citing *Statewide Remodeling, Inc. v. Williams*, 244 S.W.3d 564, 568 (Tex. App.—Dallas 2008, no pet.)). In the

[4] Appellants filed a May 20, 2019 "Motion for Leave to File a Supplemental Reply to [LPCH's] Response to Motion to Vacate," with the proffered supplemental reply attached. The record is silent as to that motion's disposition.

absence of a complete record, we can consider only complaints that do not require a review of the omitted portions of the record or missing evidence. *Henry S. Miller Brokerage, LLC v. Sanders*, No. 05-14-01618-CV, 2015 WL 4600218, at *1 (Tex. App.—Dallas July 31, 2015, no pet.) (mem. op.) (citing *Centex/Vestal v. Friendship W. Baptist Church*, 314 S.W.3d 677, 685 (Tex. App.—Dallas 2010, pet. denied)). If the record does not demonstrate error or is silent, we presume the award to be correct. *Id*. (citing *Nafta Traders, Inc. v. Quinn*, 339 S.W.3d 84, 102 & n.81 (Tex. 2011)).

TAA section 171.088(a) states in part:

> (a) On application of a party, the court shall vacate an award if:
> (1) the award was obtained by corruption, fraud, or other undue means;
> (2) the rights of a party were prejudiced by:
> (A) evident partiality by an arbitrator appointed as a neutral arbitrator;
> (B) corruption in an arbitrator; or
> (C) misconduct or willful misbehavior of an arbitrator; [or]
> (3) the arbitrators:
> (A) exceeded their powers;
> (B) refused to postpone the hearing after a showing of sufficient cause for the postponement;
> (C) refused to hear evidence material to the controversy; or
> (D) conducted the hearing, contrary to [TAA section] 171.047, in a manner that substantially prejudiced the rights of a party[.]

TEX. CIV. PRAC. & REM. CODE § 171.088(a). Further, "[a] court may not enforce an agreement to arbitrate if the court finds the agreement was unconscionable at the time the agreement was made." *Id*. § 171.022.

"If the application to vacate is denied and a motion to modify or correct the award is not pending, the court shall confirm the award." *Id*. § 171.088(c); *see also id*. § 171.087 (on party's application, court must confirm award unless statutory grounds for vacating, modifying, or correcting award are offered). "[A] party seeking to vacate an arbitration award must present any grounds for doing so to the trial court, otherwise, those complaints are waived on appeal." *Black v. Shor*, 443 S.W.3d 154, 163 (Tex. App.—Corpus Christi–Edinburg 2013, pet. denied); *accord Henry S. Miller Brokerage*, 2015 WL 4600218, at *2.

In his first issue, Mr. Washburne contends the arbitrator showed evident partiality by failing to disclose his relationships with two associates of LPCH's arbitration counsel. Appellants' motion to vacate did not mention any lack of disclosure involving LPCH's counsel. Further, appellants (1) stated in their reply to LPCH's response to the motion to vacate that they "learned that 'evident partiality' means the arbitrator failed to disclose a relationship of influence" and "do not know of such, so withdraw that reason," and (2) stated in their trial court PowerPoint presentation that they had "removed" evident partiality as a vacatur ground. We conclude Mr. Washburne's first issue presents nothing for this court's review. *See Black*, 443 S.W.3d at 163; *Henry S. Miller Brokerage*, 2015 WL 4600218, at *2.

In his second issue, Mr. Washburne contends the arbitrator committed misconduct "by preventing me from presenting evidence," thus "mandating vacatur per TCPR Code §171.088(a)(2)(C)." He argues that "under 9 U.S.C. §10(a)(3),

vacatur is warranted under the FAA 'where the Arbitrators were guilty of misconduct in . . . refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced.'"[5] He also asserts "[t]he complete record, including a record of the arbitration hearing, is not required" because "[t]he Arbitrator's orders state all the relevant facts."

Even assuming without deciding that Mr. Washburne's second issue was preserved for appellate review,[6] he has not satisfied his appellate burden to present a record establishing the asserted misconduct. *See ZTE Corp.*, 2018 WL 6039694, at *2. In his initial brief on appeal, Mr. Washburne argues:

> I was not allowed to present any evidence about reasonable and necessary fees, or counterclaims. I presented evidence of unauthorized charges, which I referred to as illegal fees, but the Arbitrator wrote that I presented no evidence of these, either, because he did not admit my lay testimony.
>
> The complete record, including a record of the arbitration hearing, is not required, because the Arbitrator himself testified in his MSJ order that I was not allowed to present any evidence of counterclaims, and I would not be allowed to present any evidence of reasonable and necessary fees.

[5] Though Mr. Washburne states "[t]his appeal is based on TCPR Code §171.088(a)(2)(A and C), and (3)(A–D), then on TCPR Code §171.022," his appellate briefing contains citations pertaining to both the TAA and the Federal Arbitration Act. The engagement letter stated the "relationships and agreements shall be governed by the laws of the State of Texas," but did not specify application of either the TAA or the FAA. Our supreme court has interpreted nearly identical contract language as invoking both the FAA and the TAA to the extent they are not inconsistent. *In re D. Wilson Constr. Co.*, 196 S.W.3d 774, 778–79 (Tex. 2006) (orig. proceeding).

[6] With regard to issue preservation, Mr. Washburne asserts "Issue 2 was mentioned repeatedly, but argued the best in my Supplemental Reply, filed the same day as the final order, and so was perhaps not seen by the trial court." The record does not show appellants asserted misconduct in the motion to vacate or that the trial court granted their motion to file a supplemental reply. Although appellants' PowerPoint presentation asserted misconduct "for denying postponement of an arbitration hearing," that complaint does not comport with Mr. Washburne's misconduct complaint on appeal.

Additionally, in his appellate reply brief, Mr. Washburne contends the arbitrator's final order contains "statements, testimony by the Arbitrator himself," that appellants "presented no evidence" at either hearing.

Contrary to Mr. Washburne's assertion that the arbitrator's orders show the arbitrator "did not allow me to present any evidence whatsoever," those orders (1) made reference to Mr. Washburne's testimony, (2) explained that the arbitrator determined such testimony did not satisfy appellants' burden, and (3) stated that at the final hearing the parties "presented evidence and argument in support of their positions." There is no transcript of either hearing. On this record, we conclude Mr. Washburne has not established the complained-of misconduct.[7] *See id*.; *see also Henry S. Miller Brokerage*, 2015 WL 4600218, at *1.

In his third and fourth issues, Mr. Washburne contends TAA section 171.088(a)(3)(A) mandates vacatur because the arbitrator "exceeded his powers" by (1) "being chosen inconsistent with the contract, because LPCH did not discuss him with me"; (2) "being chosen inconsistent with the contract, because he was not by definition neutral"; (3) "assessing all JAMS costs to me, inconsistent with the

[7] In his sixth and seventh issues, Mr. Washburne contends TAA sections 171.088(a)(3)(C) and (a)(3)(D) require vacatur because, respectively, the arbitrator "refuse[d] to hear evidence material to the controversy" and "conducted the hearing contrary to TCPR Code § 171.047, denying a party the right to present evidence material to the controversy." His arguments regarding these two issues are substantially the same as his argument in support of his second issue and he relies on the same statements in the arbitrator's orders to support his contention that "[t]he complete record is not required" in order for him to prevail. For the same reasons in our analysis regarding Mr. Washburne's second issue, we conclude he did not meet his burden to establish the vacatur grounds asserted in his sixth and seventh issues. *See ZTE Corp*., 2018 WL 6039694, at *2; *Henry S. Miller Brokerage*, 2015 WL 4600218, at *1.

contract"; (4) "prevent[ing] me from conducting any discovery, inconsistent with the contract"; (5) "refus[ing] to 'consider evidence,'" and "not allow[ing] me 'to present material and relevant evidence,'" which "were inconsistent with the contract"; and (6) "prohibit[ing] me from presenting evidence." Appellants did not include "exceeded powers" as a vacatur ground in their motion to vacate or their PowerPoint presentation, nor did they argue that ground during the trial court hearing. Mr. Washburne's third and fourth issues present nothing for this court's review. *See Black*, 443 S.W.3d at 163; *Henry S. Miller Brokerage*, 2015 WL 4600218, at *2.

In his fifth issue, Mr. Washburne contends the arbitrator "refuse[d] to postpone the hearing after a showing of sufficient cause, mandating vacatur per TCPR Code §171.088(a)(3)(B)." Specifically, he complains of the arbitrator's denial of appellants' August 27, 2018 request to delay the arbitration hearing until after a State Bar ruling on the grievance they planned to file. In his appellate brief, Mr. Washburne asserts he had sufficient cause for postponement because his "main reason" was "that my expert quit." He also argues, "In a motion to reconsider, I stated I did not need a postponement, but this was because I was desperate and thought: a) this would help my chances, and b) I would be given enough time for a new expert to prepare a report. I was not given enough time. I should have been granted my first request for a postponement."

A party seeking to vacate an arbitration award based on denial of postponement of the hearing must show there was no reasonable basis for the arbitrator's refusal to postpone. *In re Chestnut Energy Partners, Inc.*, 300 S.W.3d 386, 400 (Tex. App.—Dallas 2009, pet. denied). Here, appellants' August 27, 2018 motion requested a four-week extension of the expert designation deadline and postponement of the arbitration hearing until the State Bar grievance they planned to file was resolved. Though that motion was denied, the arbitrator granted appellants' September 26, 2018 motion to reconsider the expert designation deadline and allowed them to designate an expert several days beyond their originally requested extension date. Appellants stated in their September 26 motion that they "are not requesting that the date of the arbitration hearing be changed, continued or delayed from its original setting of October 30, 2018." On this record, we cannot conclude the arbitrator lacked reasonable basis for refusing to postpone. *See id*.

Finally, in his eighth issue, Mr. Washburne asserts procedural and substantive unconscionability pursuant to TAA section 171.022. "[P]rocedural unconscionability refers to the circumstances surrounding the adoption of the arbitration provision." *Royston, Rayzor, Vickery, & Williams, LLP v. Lopez*, 467 S.W.3d 494, 499 (Tex. 2015). In addressing procedural unconscionability, our focus is on the time the agreement is entered into. *See In re Olshan Found. Repair Co., LLC*, 328 S.W.3d 883, 892 (Tex. 2010) (orig. proceeding); *In re Halliburton Co.*, 80 S.W.3d 566, 571 (Tex. 2002) (orig. proceeding). Subsequent events do not

retroactively make an agreement procedurally unconscionable. *BBVA Compass Inv. Sols., Inc. v. Brooks*, 456 S.W.3d 711, 725 (Tex. App.—Fort Worth 2015, no pet.). Substantive unconscionability refers to the fairness of the arbitration provision itself. *Royston*, 467 S.W.3d at 499. "[A]rbitration clauses in attorney–client employment contracts are not presumptively unconscionable." *Id*. at 500. "[A]bsent fraud, misrepresentation, or deceit, one who signs a contract is deemed to know and understand its contents and is bound by its terms." *Id*.

The burden of proving unconscionability rests on the party seeking to invalidate the arbitration agreement. *In re FirstMerit Bank, N.A.*, 52 S.W.3d 749, 756 (Tex. 2001) (orig. proceeding). The grounds for substantive unconscionability must be "sufficiently shocking or gross to compel the court to intercede, and the same is true for procedural abuse—the circumstances surrounding the negotiations must be shocking." *LeBlanc v. Lange*, 365 S.W.3d 70, 88 (Tex. App.—Houston [1st Dist.] 2011, no pet.).

Here, Mr. Washburne's procedural unconscionability arguments are based on LPCH's "Disclosure Regarding the Advantages and Disadvantages of Arbitration," which he describes as a "contract."[8] Mr. Washburne contends the following five

[8] The disclosure stated, among other things, (1) "[a]ny claims will be decided by a single neutral arbitrator"; (2) "if you and the firm cannot agree on the selection of an arbitrator, one will be appointed by JAMS"; (3) "[t]here is typically a reduced access to written and other forms of discovery in an arbitration proceeding"; (4) "parties who participate in arbitration are required to pay JAMS' administrative fees and the costs of the arbitrator"; (5) "[t]he arbitrator shall consider evidence that he or she finds relevant and material to the dispute, giving the evidence such weight as is appropriate"; and (6) "[i]f you are unsure about agreeing to arbitration, you should seek separate counsel to advise you on this matter."

"lies" "falsely induced" him to agree to arbitration: (1) LPCH "refused to try to 'agree on an arbitrator,' violating the contract," when it failed to reply to an email from appellants regarding the arbitrator's conflict-of-interest disclosures; (2) LPCH "lied" regarding the "neutral arbitrator" provision because LPCH "hires two-thirds of the JAMS arbitrators for lucrative mediations"; (3) LPCH's disclosure "could have stated 'perhaps zero discovery,'" but instead stated only that discovery in arbitration was "reduced"; (4) appellants "had to pay 100% of the JAMS costs" despite the "contract saying LPCH would also pay some"; and (5) the arbitrator "would not consider any of my evidence," which was contrary to the disclosure's provisions. Mr. Washburne's interpretations of the disclosure's provisions are unsupported by the disclosure's language. We cannot agree that the complained-of disclosure provisions constituted "lies."

Additionally, Mr. Washburne complains of four "hidden facts" supporting procedural unconscionability: (1) "[t]o claim legal malpractice, I would have to hire an expert, and prove the case-within-the-case, and then collectability"; (2) "LPCH had no interest in a fair dispute resolution, and would oppose me having more time when my expert quit"; (3) "[w]ithout a record of the arbitration hearing, my claim in appeals court about not presenting evidence may be dismissed"; and (4) "[p]arties can agree to have the arbitrator's decision appealable to a third party." Mr. Washburne's allegations on appeal regarding the "hiding" of these purported "facts" are unsupported by evidence or authority. On this record, we conclude Mr.

Washburne has not demonstrated procedural unconscionability. *See Mann v. Mann*, No. 04-07-00154-CV, 2008 WL 577266, at *2 (Tex. App.—San Antonio Mar. 5, 2008, pet. denied) (mem. op.) (rejecting procedural unconscionability argument where record did not support fraudulent inducement allegation).

As to substantive unconscionability, Mr. Washburne describes the following one-sidedness complaints: (1) "JAMS strike-one and rank the others process for picking an arbitrator guaranteed the arbitrator would be someone LPCH hired for mediation"; (2) "[i]f I disputed, and hence did not pay on time, even $1, this would give rise to an affirmative claim against me of breach of contract, for which they can get representation fees, but my claim of overbilling was not an affirmative claim for which I could get reimbursed costs"; (3) "[t]he effort required to find an expert is very one-sided"; (4) "[t]he cost required to find an expert is very one-sided"; and (5) "LPCH is organized as an LLP, so I could be forced to reimburse all of their costs, but they can never be required to reimburse me any of my costs for an expert or representation."

To the extent Mr. Washburne complains about JAMS rules, he cites no particular rule or portion of the record containing such rules. Further, the test for substantive unconscionability is whether, "given the parties' general commercial background and the commercial needs of the particular trade or case, the [contract or] clause involved is so one-sided that it is unconscionable under the circumstances existing when the parties made the contract." *In re Palm Harbor Homes, Inc.*, 195

S.W.3d 672, 678 (Tex. 2006) (orig. proceeding). In response to the trial judge's inquiry at the trial court hearing, Mr. Washburne stated he has a mechanical engineering degree and MBA from "top" schools. He does not explain how the allegedly "uneven" circumstances complained of constituted "shocking" one-sidedness, nor does he cite authority to support that position. *See Royston*, 467 S.W.3d at 500 ("[A]rbitration clauses in attorney–client employment contracts are not presumptively unconscionable."). On this record we conclude he has not demonstrated substantive unconscionability.

We decide against Mr. Washburne on his first through eighth issues and do not address his ninth and tenth issues, which he withdrew in his appellate reply brief. We affirm the trial court's judgment.

/Cory L. Carlyle/
CORY L. CARLYLE
JUSTICE

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Court of Appeals
Fifth District of Texas at Dallas

JUDGMENT

SETH WASHBURNE AND THIRSTY 13TH LLC, Appellants

No. 05-19-00716-CV V.

LYNN PINKER COX & HURST, LLP, Appellee

On Appeal from the 192nd Judicial District Court, Dallas County, Texas
Trial Court Cause No. DC-19-00554.
Opinion delivered by Justice Carlyle.
Justices Whitehill and Osborne participating.

In accordance with this Court's opinion of this date, the judgment of the trial court is **AFFIRMED**.

It is **ORDERED** that appellee Lynn Pinker Cox & Hurst, LLP recover its costs of this appeal from appellants Seth Washburne and Thirsty 13th LLC.

Judgment entered this 17th day of July, 2020.