CAUSE NO. 2018-06752

FREE AND SOVEREIGN STATE OF VERACRUZ DE IGNACIO DE LA LLAVE	§	**IN THE 127th DISTRICT COURT**
vs.	§	**OF**
JAIME REVERTE, JMA REVERTE PROPERTIES LLC, AZULGRANA MANAGEMENT LLC, GIMAL REVERTE PROPERTIES LLC, AND REVERTE FAMILY LIVING TRUST AND JAVIER DUARTE DE OCHOA	§	**HARRIS COUNTY, TX**

DEFENDANTS JULIO ANTIMO, DENMARK PROPERTIES, LLC, LEQUATRI PROPERTIES, LLC, AND THE ANTIMO FAMILY LIVING TRUST'S MOTION TO TRANSFER VENUE, ANSWER, AND REQUESTS FOR DISCLOSURE

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW, Defendants Julio Antimo, Denmark Properties LLC, Lequatri Properties LLC, and the Antimo Family Living Trust, ("Antimo Defendants") and file their Answer to the First Amended Petition in the above styled and numbered lawsuit, respectfully showing the Court the following:

I. BACKGROUND

1. Julio Antimo is a United States Citizen, residing in Montgomery County, Texas. He is a very successful businessman, with his principal business having involved the sale of unique products to the oil industry, such as valve locks.

2. Mr. Antimo and his companies and the Antimo Family Living Trust (the "Antimo Defendants") have no relationship with or association with Javier Duarte De Ochoa.

3. Plaintiff Veracruz' allegation prior to Section I in its petition that "Each of the Defendants named conspired with Javier Duarte to steal government funds from the State of Veracruz" is entirely false and without basis in fact or law.

4. In Plaintiff Veracuz' Petition, in the Section labeled *In Rem Parties*, Plaintiff made claims against 7 pieces of property alleging that the funds the Antimo Defendants used to purchase the property were stolen from Veracruz. Plaintiff's allegation is entirely false and without basis in fact or law.

5. Indeed, with the exception of Mr. Antimo's residence (98 Frosted Pond Place), the Antimo Defendants' properties listed in the lawsuit were purchased with funds borrowed by the respective purchaser of each property from the banking and financial services company commonly known as UBS. Exhibit[1] 1 hereto is a copy of the UBS Note and related documents (Note, Borrowing Agreement, Guaranty Agreement and Statement of Purpose for Extension of Credit for real estate investments) – collectively the "UBS Note." The only property purchased with funds from a different source than the UBS Note was Mr. Antimo's residence, owned by the Antimo Family Living Trust. It was purchased with a down payment from Mr. Antimo's funds, and financed with a conventional mortgage through Sierra Lending Group LLC.

6. Exhibit 2 hereto is a copy of the HUD-1 closing statement for the purchase of 98 Frosted Pond Place, showing the purchase price paid and down payment by Mr. Antimo from his personal funds, with the balance of the purchase price coming from his lender. Exhibit 3 is a copy of the Deed of Trust on the property from the home mortgage lender, and a copy of the loan paperwork for the mortgage. Exhibit 4 contains the documents reflecting Mr. Antimo's personal funds were used for the down payment.

[1] All Exhibits referenced herein are attachments to Defendant's Answer previously filed in Cause No. 2018-06750 and are incorporated by reference.

7. Exhibit 5 hereto is a copy of the HUD-1 closing statement for the purchase of 72 North Apple Springs Circle, showing the purchase price paid. Exhibit 6 is a copy of the UBS Note Statement showing the funds borrowed by Mr. Antimo from the UBS Note for the purchase price shown on the HUD-1.

8. Exhibit 7 hereto is a copy of the HUD-1 closing statement for the purchase of 87 S. Abram Circle, showing the purchase price paid. Exhibit 8 is a copy of the UBS Note Statement showing the funds borrowed by Mr. Antimo from the UBS Note for the purchase price shown on the HUD-1.

9. Exhibit 9 hereto is a copy of the HUD-1 closing statement for the purchase of 14 Red Adler Place, showing the purchase price paid. Exhibit 10 is a copy of the UBS Note Statement showing the funds borrowed by Mr. Antimo from the UBS Note for the purchase price shown on the HUD-1.

10. Exhibit 11 hereto is a copy of the HUD-1 closing statement for the purchase of 15 Ledgestone Place, showing the purchase price paid. Exhibit 12 is a copy of the UBS Note Statement showing the funds borrowed by Mr. Antimo from the UBS Note for the purchase price shown on the HUD-1.

11. In short, with its political grandstanding and rush to make a media splash with its numerous lawsuits, Plaintiff failed to check the facts first and levied false accusations against the Antimo Defendants.

II. MOTION TO TRANSFER VENUE

12. In Section III of the petition, labeled "Venue and Jurisdiction" Plaintiff Veracruz, Mexico contends "Venue is proper in [Harris] County as at least one Defendant maintains a

principal office here [in Harris County] and most of the properties involved are here [in Harris County]. Again, just as with its other allegations, Plaintiff Veracruz' venue allegations are false and wholly without basis in law or fact. None of the listed defendants has a Harris County principal office, and none of the listed properties are located in Harris County, Texas. Indeed, save and except for Javier Duarte (who Plaintiff contends is jailed in Veracruz, Mexico) and newly added defendants Jose Ruiz, Monica B. Canal, Terraventura Developments, LLC and their Properties (who are collectively the subject of a pending Motion to Sever)[2] all of the remaining Defendants either reside in Montgomery County, have their principal office in Montgomery County, or have the trust situs in Montgomery County.[3]

13. Because Plaintiff's venue allegations (like the remainder of its other allegations) are wholly false, venue is not proper in Harris County. Instead, venue is mandatory in Montgomery County under Texas Civil Practice and Remedies Code 15.011 (real property suit shall be brought where the property is located – Montgomery County). Further venue is permissive in Montgomery County for numerous other reasons – Texas Property Code 115.002 (venue for trust where situs is located – Montgomery County); Texas Civil Practice and Remedies Code 15.002(2) (venue for suit against a person is where that person's residence is – Montgomery County); and Texas Civil Practice and Remedies Code 15.002(3) (venue for suit against LLCs is where the LLC's principal office is located – Montgomery County) – indeed each venue provision establishes that this lawsuit should have been brought in Montgomery County, Texas. The Antimo Defendants hereby move to transfer venue to a district court in Montgomery County, Texas.

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[2] Defendants Julio Antimo, Denmark Properties, LLC, Lequatri Properties, LLC, and the Antimo Family Living Trust join in the Reverte Defendants' Motion to Sever the claims pertaining to newly added defendants Jose Ruiz, Monica B. Canal, Terraventura Developments, LLC and their Properties (along with one Harris County property whose owner is not part of this lawsuit), and incorporate that motion herein as if fully restated in this pleading.

[3] In Plaintiff's latest pleading, Plaintiff also identified two properties in rem that are located in South Texas; however, the entities that own those properties are located in Montgomery County, Texas.

SUBJECT TO THE MOTION TO TRANSFER VENUE, ANSWER, COUNTERCLAIM, AND REQUEST FOR DISCLOSURE

III. GENERAL DENIAL

14. The Antimo Defendants assert a general denial as authorized by Tex. R. Civ. P. 92, and respectfully request that Plaintiff Veracruz be required to prove its allegations by a preponderance of the evidence where applicable or higher burden of proof where required by law.

IV. ATTORNEYS' FEES CLAIM BY DEFENDANTS

15. In Section IV of its petition, Plaintiff brought claims labeled as "Theft Liability Act – All Defendants." As Plaintiff sued the Antimo Defendants under the Theft Liability Act, Defendants therefore seek their costs of court and reasonable necessary attorneys' fees from Plaintiff under that Act, asking that the costs and fees be awarded when they prevail. The Texas Supreme Court, in *In re Corral-Lerma*, 451 S.W.3d 385, 386-87 (Tex. 2014), held that an award of attorneys' fees under the act are not compensatory damages, and are recoverable without an underlying damage recovery.

16. To defend themselves against this lawsuit, the Antimo Defendants have been forced to retain counsel and incur expenses in the nature of reasonable attorneys' fees, expenses, and court costs. In connection therewith, they retained the law firm of Martin, Earl & Stilwell LLP, duly licensed Texas attorneys, as counsel to represent them and have agreed to pay reasonable attorneys' fees. The Antimo Defendants seeks recovery of their reasonable attorneys' fees pursuant to Texas Civil Practice and Remedies Code, Section 134.005(b) and *Arrow Marble, LLC v. Estate of Killion*, 441 S.W.3d 702, 706-07 (Tex.App.—Houston [1st Dist.] 2014, no pet)(requiring trial court to award prevailing Defendant its attorneys' fees for prevailing in a suit brought against it under the Texas Theft Liability Act). Accordingly, the Antimo Defendants ask that Plaintiff be held liable for their reasonable and necessary attorneys' fees.

17. Pursuant to Rule 192.3 of the Texas Rules of Civil Procedure, the Antimo Defendants hereby designate the undersigned attorney, James H. Stilwell, as an expert to testify to the reasonable and necessary attorneys' fees incurred relative to this lawsuit (and any appeals thereof), and he may also testify as to any other party's fees. Mr. Stilwell will testify regarding not only the reasonableness and necessity of the fees, but also as to the factors related to the reasonableness and necessity. He is familiar with attorney's fees charged in Harris County, Texas and Montgomery County, Texas, and has knowledge of fees in real estate litigation. He has testified as an expert on attorneys' fees in multiple cases previously. With respect to the fees, Mr. Stilwell is expected to testify about the application of the factors outlined in Tex. Disc. R. Prof'l Conduct 1.04(b) and pertinent case law (including *Arthur Anderson & Co. v. Perry Equip. Corp.*, 945 S.W.2d 812 (Tex. 1997)). His bio/resume is available on his website, www.meslawfirm.com; however if any counsel cannot access same, a copy will be provided to them upon request. Mr. Stilwell reserves the right to provide an opinion at the time of trial as to the total fees and expenses incurred in the period leading up to and through trial, and the amounts estimated for various stages of appeal. A copy of Martin, Earl & Stilwell, LLP's redacted attorneys' fees invoices are available upon request.

18. The Antimo Defendants respectfully request, in addition to an award of their attorneys' fees and costs, an award of post-judgment interest on all amounts awarded, if any.

V. REQUESTS FOR DISCLOSURE

19. The Antimo Defendants request that, in compliance with Texas Rules of Civil Procedure, Rule 194, Plaintiff disclose the information described in Rule 194.2(a)-(l), on or before the expiration of 30 days after service of this request by disclosing the information in a response served on the undersigned counsel, James H. Stilwell.

WHEREFORE, premises considered, the Antimo Defendants ask the Court to transfer venue to Montgomery County, and after venue is proper, upon trial of this matter, to find against the Plaintiff in all regards, to award them recovery of their reasonable and necessary attorneys' fees against Plaintiff, to award them costs and post-judgment interests on all sums awarded, and to grant them all such other relief to which they may be entitled at law and in equity.

Respectfully submitted,

MARTIN, EARL & STILWELL, L.L.P.

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CERTIFICATE OF SERVICE

On the 9th day of July, 2018 this filing was served (by eservice) on all counsel of record in accord with the Texas Rules of Civil Procedure.

James H. Stilwell