

Exhibit A

Javier Marcos

From: Barry Hammond <Barry@ruralroute3holdings.com>
Sent: Wednesday, September 19, 2018 8:11 AM
To: Javier Marcos
Subject: Re: Request/Agreement

Javier,

We should be able to conduct this deposition in October. Additionally, we will not be conducting the deposition in your office, unless there's a compelling reason to do so. Please provide a deposition date in October, if you do not have a vacation date on file. Happy to provide a translator.

I have not rushed to the court when not getting a response. You filed a motion to quash on the same day you received a notice of deposition, when you had three days to do so and to speak to me about getting an alternate date. I haven't done anything to warrant sanctions. You have never broached this subject with me before, but please feel free to give me a call.

We fundamentally disagree on your right to file a lien or lawsuit for the original contract amount, and you've filed a response to that effect. I will provide the court with information supporting my position at any opportunity to do so unless you reduce your claim to the allowable amount or the court instructs me that your claim is valid.

Please provide a date in October for the deposition.

Thank you,

Barry

Barry M. Hammond, Jr.
Rural Route 3 Holdings, LP
Barry@ruralroute3holdings.com
O: (832) 819-1020
M: (713) 634-8660

From: Javier Marcos <jmarcos@marcoslaw.com>
Sent: Wednesday, September 19, 2018 8:04 AM
To: Barry Hammond
Subject: RE: Request/Agreement

Barry,

Available dates for deposition are:

- November 6 (afternoon),
- November 8 (afternoon or am),
- November 13 (afternoon),
- November 14 (afternoon), or
- If you need further dates let me know what you propose.

Note the deposition must: (1) occur at my office (228 Westheimer Rd), and (2) you need a Spanish/English translator.

On a further note instead of rushing to Court for not getting a response in a matter of minutes I suggest you simply wait a couple days or send a follow up email. Note if you keep this up I will be filing for sanctions against you for not conferring as required by rules. I have already addressed this very issue with you in past. Allow this email to serve as a certificate of conference.

Regards,

JAVIER MARCOS
ABOGADO / ATTORNEY



Email: jmarcos@marcoslaw.com

Webpage: <http://www.abogadójaviermarcos.com>
<http://www.attorneyjaviermarcos.com>

Youtube: https://www.youtube.com/channel/UC_H_NJAmku2pEgezr8PRGAQ

Facebook: <https://www.facebook.com/Abogado.AttorneyJavierMarcos/>

From: Barry Hammond <Barry@ruralroute3holdings.com>

Sent: Tuesday, September 18, 2018 5:06 PM

To: Javier Marcos <jmarcos@marcoslaw.com>

Subject: Re: Request/Agreement

Further, we do not have an agreement on the sworn statement. I will prepare an agreed judgment on the special exceptions.

Barry M. Hammond, Jr.
Rural Route 3 Holdings, LP
Barry@ruralroute3holdings.com

O: (832) 819-1020

M: (713) 634-8660

From: Barry Hammond <barry@ruralroute3holdings.com>
Sent: Tuesday, September 18, 2018 4:51 PM
To: Javier Marcos
Subject: Re: Request/Agreement

Javier,

You are welcome to provide alternate dates for the deposition, either by email or in your motion to quash.

Barry

Barry M. Hammond, Jr.
Rural Route 3 Holdings, LP
Barry@ruralroute3holdings.com
O: (832) 819-1020
M: (713) 634-8660

From: Javier Marcos <jmarcos@marcoslaw.com>
Sent: Tuesday, September 18, 2018 4:50 PM
To: Barry Hammond
Subject: RE: Request/Agreement

Barry,

Attached is revised proposed draft of sworn statement that takes into account every requested addition/modification that will resolve all your special exception and discovery issues. Again be sure you understand if we have this documents executed this will resolve ALL your discovery and special exception issues.

Note we are also quashing your depo notice. Next time get dates from us.

Lastly, I strongly suggest you speak with a construction lien attorney. You are digging the attorney fee hole deeper and deeper every time you file non-sense motions. We will also be filing a response to your motion to remove the lien later today or tomorrow that you have set for Monday.

Regards,

JAVIER MARCOS
ABOGADO / ATTORNEY



JM Desde el 2000
ABOGADO / ATTORNEY
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Y ASOCIADOS

www.AbogadoJavierMarcos.com

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From: Barry Hammond <Barry@ruralroute3holdings.com>

Sent: Monday, September 17, 2018 1:49 PM

To: Javier Marcos <jmarcos@marcoslaw.com>

Cc: Diana Duque <dduque@marcoslaw.com>

Subject: RE: Request/Agreement

Javier,

In response to your case citation, if you look at footnote #2 in the case, it cites the Texas Property Code in capping the owner's liability to the amount that should have been retained from the original contract:

Sec. 53.105. OWNER'S LIABILITY FOR FAILURE TO RETAIN. (a) If the owner fails or refuses to comply with this subchapter, the claimants complying with Subchapter C or this subchapter have a lien, at least to the extent of the amount that should have been retained from the original contract under which they are claiming, against the house, building, structure, fixture, or improvement and all of its properties and against the lot or lots of land necessarily connected.

<https://statutes.capitol.texas.gov/Docs/PR/htm/PR.53.htm#53.105>

Your client is not allowed to sue the property owner for the amount of the original contractor. And should not have been able to file a lien for the original amount of the contractor.

Barry

Barry M. Hammond, Jr.

Rural Route 3 Holdings, LP

Barry@ruralroute3holdings.com

O: (832) 819-1020

M: (713) 634-8660

From: Barry Hammond

Sent: Monday, September 17, 2018 1:23 PM

To: 'Javier Marcos' <jmarcos@marcoslaw.com>

Cc: 'Diana Duque' <dduque@marcoslaw.com>

Subject: RE: Request/Agreement

The affidavit that you've provided is a step in the right direction. I'll need the following revisions/additions:

1. That the affidavit is being submitted as a supplement to your client's discovery responses.
2. A statement that an oral contract was not entered into with Defendant.
3. A statement regarding when invoices were submitted to Defendant.
4. Statement responding to the promissory estoppel interrogatory – what is the factual basis for your claim of promissory estoppel?
5. Statement regarding the record of transactions (interrogatory 12) – who at Defendant agreed to the open account? To whom were invoices submitted?

We also need (and I believe you requested Diana provide) documents responsive to the interrogatories and request for production, or definitive statements stating that there are no documents or none have been located.

Thank you,

Barry

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From: Barry Hammond
Sent: Monday, September 17, 2018 1:02 PM
To: Javier Marcos <jmarcos@marcoslaw.com>
Cc: Diana Duque <dduque@marcoslaw.com>
Subject: RE: Request/Agreement

Javier,

I reviewed the case citation that you provided and disagree that failure to retain exposes the property owner to liability over the 10% retainage. The statute and case seem to only indicate that the property owner would become personally liable to the subcontractor, but do not say that this personal liability exceeds the 10% retainage. We're happy to argue this position at summary judgment or another stage, if you disagree.

Barry M. Hammond, Jr.
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Barry@ruralroute3holdings.com
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M: (713) 634-8660

From: Barry Hammond
Sent: Monday, September 17, 2018 12:54 PM
To: Javier Marcos <jmarcos@marcoslaw.com>
Cc: Diana Duque <dduque@marcoslaw.com>
Subject: Re: Request/Agreement

Javier,

Thank you for your quick turnaround on this, I will review it. And the quick turnaround is required not by me, but because the Court requested an agreed order submitted to it this week.

Barry

Barry M. Hammond, Jr.
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Barry@ruralroute3holdings.com
O: (832) 819-1020
M: (713) 634-8660

From: Javier Marcos <jmarcos@marcoslaw.com>
Sent: Monday, September 17, 2018 12:47 PM
To: Barry Hammond
Cc: Diana Duque
Subject: RE: Request/Agreement

Barry,

We are on. Please note this is not my only case. I have over 20 staff and over 3000 active clients. I cannot turn around stuff for you in a matter of hours. Please be patient. I am more than happy to work with you, but with all due respect, I can not place this matter as a life and death immediate attention unless there is a valid reason why it is needed.

Per our discussions, attached is draft of proposed language to satisfy both your discovery dispute and special exceptions. After you review please confirm this resolves your discovery and special exception issues. If it does not, let me know what you feel is still outstanding. Note you will get the documents by end of day tomorrow, but likely today.

Below is language I copied and pasted from a MSJ Response reference the 10% retained:

10 percent of the value of the work (Retained Funds). Tex. Prop. Code §53.101. The Retained Funds secure the payment of subcontractors and others who provided material, labor and service for any contractor, subcontractor, agent or receiver in the performance of the work. If an owner fails to retain the 10 percent, an owner becomes personally liable to the subcontractor, despite payment to the GC. TDIndustries v. NCNB Texas Nat. Bank, 837 S.W.2d 270

FYI if it helps any this is good public policy in light that the property owners would never retain funds (because of the extra work involved) if the statute protected property owners irrelevant if did not retained.

Diana, please be sure Barry gets all the documents.

Regards,

JAVIER MARCOS
ABOGADO / ATTORNEY



The business card for Javier Marcos, Abogado / Attorney, is enclosed in a red border. It features the JM logo on the left, with the text 'ABOGADO / ATTORNEY JAVIER MARCOS Y ASOCIADOS' and 'Desde el 2000' below it. To the right of the logo are icons for Facebook, YouTube, and LinkedIn, along with a QR code. The website address 'www.AbogadoJavierMarcos.com' is printed in a red banner across the middle. The bottom section of the card lists the address '228 Westheimer Rd. Houston, TX 77006' and contact numbers: 'Tel: (713) 999.4444', 'Fax: (713) 999.4411', and 'Toll: (800) 444.8118'. The email address 'jmarcos@marcoslaw.com' is also provided.

Email: jmarcos@marcoslaw.com

Webpage: <http://www.abogadojaviermarcos.com>
<http://www.attorneyjaviermarcos.com>

Youtube: https://www.youtube.com/channel/UC_H_NJAmku2pEgezr8PRGAQ

Facebook: <https://www.facebook.com/Abogado.AttorneyJavierMarcos/>

From: Barry Hammond <Barry@ruralroute3holdings.com>

Sent: Saturday, September 15, 2018 7:34 AM

To: Javier Marcos <jmarcos@marcoslaw.com>

Subject: Request/Agreement

Javier,

Prior to and following our hearing on Friday, you agreed to update your client's responses to discovery and revise your petition, if your review of discovery and the petition warranted such action. All of this is to avoid having the Court order you to do so.

Please revise your client's response to the Request for Disclosure. Specifically:

- Request 3 – Please state how your client is legally entitle to the entire contract amount as opposed to 10% of such.
- Request 4 – Please state what the original contract value was.
- Request 5 – Please state who your contact at United Drywall was.

Please revise your client's response to the Request for Production. Each response to the request for Production states that Defendant should "see documents produced" or "already produced" but no documents have been produced by Plaintiff. Please either revise your responses or actually produce the documents.

Regarding the Interrogatories, they need to be revised because they too state that documents have been produced, but none have. If you believe documents have been produced, please let me know so I can check my files, or resend the production. However, specific to Interrogatory 10, you need to revise your response to include names. Your response says that Sylvia and Romero are responding to the interrogatories, but uses the pronoun "I" to respond to the interrogatory. This is unclear. Same with #12. And again, the interrogatories are unverified. Please provide a verification.

This all needs to happen prior to Wednesday, so that we are then able to submit an agreed judgment to the Court regarding the Special Exceptions prior to the end of the week. Additionally, I will be submitting a surreply to the motion to compel to make the Court aware that these discovery issues are still outstanding, despite your amendments to your responses.

Thank you,

Barry

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