

CAUSE NO. 2018-50015

THE HALL GROUP, PLLC., Petitioner,	§	IN THE DISTRICT COURT
	§	
V.	§	OF HARRIS COUNTY, TEXAS
	§	
SABINA BEBEE, As Representative of the ESTATE OF HER DECAEASED SON, ROBERT BEBEE, A DECEASED HOUSTON FIREFIGHTER, and CITY OF HOUSTON, TEXAS, Competing Claimants.	§	157TH JUDICIAL DISTRICT
	§	
	§	
	§	
	§	
	§	
	§	

CITY OF HOUSTON'S ORIGINAL ANSWER

The City of Houston ("Houston") files its Original Answer to a The Hall Law Group, PLLC's Original Petition in Interpleader, and in support thereof respectfully shows the Court as follows:

1. Houston enters a general denial as authorized by Rule 92 of the Texas Rules of Civil Procedure and denies each and every, all and singular, the allegations contained in the Petition and demands strict proof thereof.

2. Houston specifically and affirmatively pleads that it is a municipal corporation, functioning as such under a Special Charter granted it by the legislature of the State of Texas, as well as by Article XI, Section 5 (the Home Rule Amendment) of the Constitution of the State of Texas, and the various laws of the State of Texas germane thereto.

3. Houston is a certified self-insured for purposes of workers' compensation under the Texas Labor Code. Houston previously paid \$302,404.65 in benefits to or on behalf of Sabina Bebee.

4. As shown by Exhibit 1 to the Hall Law Group, PLLC's Petition, Houston agreed to waive and relinquish its right to recover the total benefits paid to Sabrina Bebee, prior to the Hall

Law Group, PLLC's filing of this interpleader action. Additionally, as shown by Exhibit A attached hereto, Houston signed a waiver as of July 31, 2018, waiving its right to recover from Sabrina Bebee the benefits paid, that is, the amount of \$302,404.65.

5. The Hall Law Group, PLLC's, request to interplead \$302,404.65, is based on an alleged but non-existent conflict between Houston and Sabrina Bebee. Houston makes no claim to any portion of the \$302,404.65 recovered from any third-party on behalf of Sabrina Bebee. The Petition in Interpleader is therefore moot and should be denied.

ARGUMENT AND AUTHORITIES

6. A party who anticipates or has received multiple claims to property in its possession can join all the claimants in a single suit and obtain a discharge when a reasonable doubt exists in law or fact about which claim is valid and when the party unconditionally tenders the property into the court's registry. *See* Tex. R. Civ. P. 43; *Young v. Gumfory*, 322 S.W.3d 731, 743 (Tex. App.—Dallas 2010, no pet.); *Clayton v. MONY Life Ins. Co.*, 284 S.W.3d 398, 402 (Tex. App.—Beaumont 2009, no pet.).

7. Here, however, the sum of \$302,404.65 is not subject to a rival claim by Houston. *See* Exhibit A. A court should deny a petition in interpleader if the interpleader-plaintiff is not subject to and has no reasonable grounds to anticipate rival claims to the same property. *See; Young*, 322 S.W.3d at 743-44; *Clayton*, 284 S.W.3d at 402.

8. A court should deny a petition in interpleader if there is no reasonable doubt about which purportedly rival claim is valid. *See Young*, 322 S.W.3d at 744; *Clayton*, 284 S.W.3d at 402. Sabrina Bebee is the only claimant-defendant with a valid claim to the amount of \$302,404.65. *See* Exhibit A. Both Houston's previously tendered waiver and Houston's fully

executed waiver show there is no claim by Houston and no reasonable doubt that Ms. Bebee is entitled to the funds.

9. Petitioner is not subject to and has no reasonable grounds to anticipate rival claims to the Benefits, and there is no reasonable doubt about whether Sabrina Bebee's claim to \$302,404.65 is valid. Thus, the Court should deny and/or strike the petition in interpleader.

10. Furthermore, a court should deny a petition in interpleader if the interpleader-plaintiff has not unconditionally tendered the disputed property into the court's registry. *See Fort Worth Transp. Auth. v. Rodriguez*, 547 S.W.3d 830, 850-51 (Tex. 2018); *Rapp v. Mandell & Wright, P.C.*, 127 S.W.3d 888, 895 (Tex. App.—Corpus Christi 2004, pet. denied); *Tri-State Pipe & Equip., Inc. v. S. Cty. Mut. Ins. Co.*, 8 S.W.3d 394, 402-03 (Tex. App.—Texarkana 1999, no pet.).

11. On information and belief, the Hall Law Group, PLLC, has not unconditionally tendered the funds into the Court's registry as of this date. The Court should thus dismiss and/or strike the petition in interpleader.

PRAYER

FOR THESE REASONS, the City of Houston prays that upon final hearing, that Petitioner the Hall Law Group, PLLC, take nothing, including attorney's fees and costs, against Houston by reason of this suit, and that Houston have such other and further relief in equity and at law to which it may be entitled.

Respectfully submitted,

RONALD C. LEWIS
City Attorney
JUDITH L. RAMSEY
Chief, General Litigation Section

By: /s/ Patricia L. Casey
Patricia L. Casey
Sr. Assistant City Attorney
State Bar No.: 03959075
pat.casey@houstontx.gov
Joanna Nelson
Sr. Assistant City Attorney
State Bar No.: 24041578
joanna.nelson@houstontx.gov
CITY OF HOUSTON LEGAL DEPARTMENT
900 Bagby, 4th Floor
Houston, Texas 77002
832.393.6302 – Telephone
832.393.6259 – Facsimile

***Attorneys for Interpleader-Defendant,
City of Houston, Texas***

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been forwarded electronically through the electronic filing manager on August 20, 2018 to the following parties and counsel of record:

Benjamin L. Hall, III
THE HALL LAW GROUP, PLLC
530 Lovett Boulevard
Houston, Texas 77006
bhall@bhalllawfirm.com
Telephone: 713.942.9600
Facsimile: 713.942.9566

Attorney for Petitioner

/s/ Patricia L. Casey
Patricia L. Casey

WAIVER AND RELEASE OF SUBROGATION RIGHTS

C17695
NCA

This Waiver and Release of Subrogation Rights Agreement ("Waiver") is by the City of Houston (the "City") in favor of and for the benefit of Sabina Bebee, individually and on behalf of the Estate of Robert Bebee, Nicole Garner, as representative of the Estate of Robert Garner, Barbara Perez, David Renaud, on behalf of the Estate of Matthew Renaud and Xavier Renaud and Barbara Perez, parents of Matthew Renaud, Jack Sullivan, Mary Sullivan, as representative of the Estate of Anne Sullivan, Amy and Robert Yarbrough, (all hereinafter referred to as the "Waiver Beneficiaries") and shall be effective of the date countersigned by the City Controller and is as follows:

WHEREAS, in the performance of their duties as employees and firefighters for the City, Robert Bebee, Robert Garner, Anne Sullivan and Mathew Renaud died and Robert Yarborough was injured in the course of a fire at the Southwest Inn (SW Inn) in Houston, Texas on May 31, 2013; and

WHEREAS, the Waiver Beneficiaries are plaintiffs or intervenors in Cause No. 4:16-cv-00763, *Bebee et al. v. Motorola Solutions, et al.*, pending in the United States District Court for the Southern District of Texas, Houston Division (the "Litigation"); and

WHEREAS, the City paid workers' compensation benefits in the form of compensable injury benefits and death benefits (collectively "Benefits") to or on behalf of the Waiver Beneficiaries and pursuant to Texas Labor Code Section 417.001 the City is subrogated to the rights of the its injured and deceased employees and may enforce the liability of the third party in the name of the injured employee or the legal beneficiary; and

WHEREAS, the City has paid Benefits in the following amounts:

Robert Yarbrough	\$302,547.55
Estate of Robert Bebee	\$302,404.65
Estate of Anne Sullivan	\$189,840.79
Estate of Robert Garner	\$298,570.00
Estate of Mathew Renaud	\$302,072.00

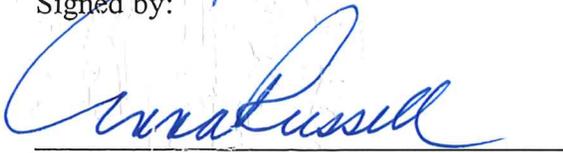
NOW THEREFORE, in order to maximize the amount of settlement proceeds received by the Waiver Beneficiaries, the City exercises its discretion in the best interest of the City and the Public, and hereby forever waives and relinquishes its right to recover from the settling defendants in the Litigation the total of the Benefits paid by the City to or on behalf of the Waiver Beneficiaries, provided, however, that this Waiver in no way limits, waives, relinquishes or restricts any right the City has to recover from the attorneys for the Waiver Beneficiaries any settlement funds withheld from the Waiver Beneficiaries by their attorneys because of contingency fee liens, attorney's fees, or litigation costs incurred in connection with any litigation, including, without limitation, the Litigation, in violation of Texas law.

ATTEST/SEAL

By:
Name: W/A
Title:

ATTEST/SEAL:

Signed by:



City Secretary

CITY OF HOUSTON, TEXAS

Signed by:



Mayor

APPROVED:



City Attorney

COUNTERSIGNED BY



City Controller

Jennell Holt

DATE COUNTERSIGNED:

7-31-18