

CAUSE NO. 25-18363

VICTOR HOLLENDER, BRUCE	§	IN THE DISTRICT COURT
NEITZKE, ESTHER SCHNEIDER,	§	
and SARAH RIVAS	§	
	§	
V.	§	
	§	GILLESPIE COUNTY, TEXAS
	§	
	§	
ROGERS DRAW ENERGY	§	
STORAGE, LLC, B&CWR, INC., d/b/a	§	
CACTUS CONSTRUCTION	§	216 th JUDICIAL DISTRICT

DEFENDANT B&CWR, INC., d/b/a CACTUS CONSTRUCTION'S
FIRST AMENDED ANSWER AND COUNTERCLAIM

TO THE HONORABLE JUDGE OF THE COURT:

Defendant, B&CWR, INC., d/b/a CACTUS CONSTRUCTION, files this First Amended Answer and Counterclaim and would show the Court as follows:

I. GENERAL DENIAL

1. Defendant denies each and every allegation contained in Plaintiffs' Petition and demands strict proof thereof by a preponderance of the credible evidence or any higher standard required by law, and enters this, its General Denial pursuant to Rule 92, *Texas Rules of Civil Procedure*.

**II. AFFIRMATIVE DEFENSES, INFERENTIAL REBUTTALS
AND OTHER DEFENSES**

2. Defendant denies any interference, substantial or otherwise, with Plaintiffs' use and enjoyment of their properties. Defendant has never operated a battery energy storage system. Defendant is not in the business of operating battery energy storage systems. Defendant does not possess the capabilities of operating a battery

energy storage system. Defendant has never constructed a battery energy storage system. Defendant is not in the business of constructing battery energy storage systems. Defendant does not possess the capabilities of constructing a battery energy storage system. In fact, Defendant does not even typically or regularly engage in the business clearing of properties and brush for third parties. Defendant is primarily in the business of buying and selling heavy equipment.¹

3. The only work done by Defendant is evidenced by the four attached work orders:

- Install silt fence and perform regular maintenance and inspection.
- Remove existing fencing.
- Clear all trees and brush.
- Remove asbestos in main house.
- Demolition of above ground concrete water cistern.
- Removal of trash, tires, and debris.
- Demolition of above ground structures and disposal of material.
- Demolition of main house.
- Cap two wells on property.
- Perform dust control and mitigation.
- Perform soil moisture monitoring.²

None of those activities constitutes the interference plaintiffs are complaining of in this lawsuit.

¹ See Exhibit 1, Declaration of Clinton Wood.

² See Exhibit 1; *see also* Exhibit 2-5, Work Orders.

III. COUNTERCLAIM

4. Counter-Plaintiff Cactus incorporates paragraphs 2 and 3 as if fully set forth herein. Counter-Defendants Hollender, Neitzke, Schneider, and Rivas have actual knowledge of Cactus' limited involvement in simply clearing land owned by co-defendant Peregrine. Counter-Defendants have actual knowledge that Cactus is not going to construct the BESS. Counter-Defendants have actual knowledge that Cactus is not going to operate the BESS, the activity which forms the basis of counter-defendants' nuisance claims.

5. Some or all of the counter-defendants are part of a systematic and on-going campaign of harassment against Cactus. Cactus's principals and employees have been the subject of virulent social media and personal harassment. Cactus employees have been pulled over on the road and threatened with death and deportation.³ Counter-Defendant Neitzke burst into Cactus's office uninvited, raised his voice in a threatening manner, and charged around a desk trying to take papers out of one Cactus's principal's hands. This lawsuit is the continuation of the systematic harassment directed at Cactus since they performed the minimal work they did for Peregrine.

6. Plaintiffs' claims against Defendant are groundless in fact and brought in bad faith and for the purposes of harassment. Cactus files this counterclaim under Chapters 9 and 10 of the Texas Civil Practice and Remedies Code and Texas Rule of Civil Procedure 13, seeking judgment against counter-defendants for all attorneys' fees and court costs reasonably and necessarily incurred by Cactus in conjunction

³ The employee threatened with deportation is a U.S. citizen.

with this matter.

III. PRAYER

WHEREFORE, PREMISES CONSIDERED, Defendant/Counter-Plaintiff respectfully prays the Plaintiffs/Counter-Defendants take nothing by way of this suit, the Court enter judgment in favor of Defendant/Counter-Plaintiff, award Defendant/Counter-Plaintiff the costs of court, attorney's fees, and such other and further relief to which Defendant/Counter-Plaintiff may be entitled to in law or in equity.

Respectfully submitted,



WILLIAM H. FORD

State Bar No. 07246700

Direct Line: (210) 731-6306

bill.ford@fordmurray.com

GREGORY A. SCRIVENER

State Bar No. 24013480

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KENNEDY HATFIELD ASEL

State Bar No. 24121663

Direct Line: (210) 731-6486

Email: hatfieldasel@fordmurray.com

FORD MURRAY, PLLC

10001 Reunion Place, Suite 640

San Antonio, Texas 78216

(210) 731-6400 Main

(210) 731-6401 Facsimile

ATTORNEYS FOR DEFENDANT,

B&CWR, INC., d/b/a CACTUS

CONSTRUCTION

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing document has been served in accordance with the Texas Rules of Civil Procedure via CM/ECF or e-mail on December 1, 2025, to all Counsel of Record.



GREGORY A. SCRIVENER

EXHIBIT 1

CAUSE NO. 25-18363

VICTOR HOLLENDER, BRUCE
NEITZKE, ESTHER SCHNEIDER,
and SARAH RIVAS

V.

ROGERS DRAW ENERGY
STORAGE, LLC, B&CWR, INC., d/b/a
CACTUS CONSTRUCTION

§
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IN THE DISTRICT COURT

GILLESPIE COUNTY, TEXAS

216th JUDICIAL DISTRICT

DECLARATION OF CLINTON WOOD UNDER
TEX. CIV. PRAC. & REM. CODE § 132.001

"My name is Clinton Wood. My date of birth is August 31, 1972. My business address is 22489 FM 2093, Harper, Texas 78631. I declare under penalty of perjury that the foregoing is true and correct.

"I am a Director of B & CWR Inc. d/b/a Cactus Construction ("Cactus"). Cactus has never operated a battery energy storage system. Cactus is not in the business of operating battery energy storage systems. Cactus does not possess the capabilities of operating a battery energy storage system. Cactus has never constructed a battery energy storage system. Cactus is not in the business of constructing battery energy storage systems. Cactus does not possess the capabilities of constructing a battery energy storage system. Cactus does not regularly or typically engage in the business clearing of properties and brush for third parties. Cactus is primarily in the business of buying and selling heavy equipment.

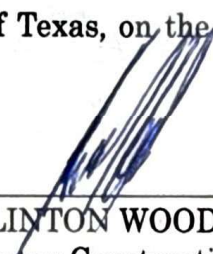
"The only work done by Cactus is evidenced by the four attached work orders. That work was:

- Install silt fence and perform regular maintenance and inspection.
- Remove existing fencing.
- Clear all trees and brush.
- Remove asbestos in main house.

- Demolition of above ground concrete water cistern.
- Removal of trash, tires, and debris.
- Demolition of above ground structures and disposal of material.
- Demolition of main house.
- Cap two wells on property.
- Perform dust control and mitigation.
- Perform soil moisture monitoring.

Attached to this Pleading as Exhibits 2-5 are 25 pages of records constituting the only four work orders between Peregrine Energy and Cactus. These twenty-five pages of records were kept by Cactus in the regular course of business. It was the regular course of business of Cactus, for an employee of Cactus, with knowledge of the act, event, condition, opinion, or diagnosis recorded to make the records or to transmit information thereof to be included in such records. and the records were made at or near the time or reasonably soon thereafter. The records attached hereto is exact duplicates of the originals.

Executed in Gillespie County, State of Texas, on the 19th day of November, 2025.



CLINTON WOOD, Director
Cactus Construction

EXHIBIT 2

**EXHIBIT A
FORM OF WORK ORDER**

Pursuant to the terms and conditions of the Master Technical Services Agreement (the "**Master Agreement**") executed and effective as of March 19, 2025 (the "**Work Order Effective Date**"), by and between Rogers Draw Energy Storage ("**Company**") and Cactus Equipment & Construction, LLC ("**Contractor**"), Company hereby requests Contractor to perform the following Work as follows:

Work Order No.	001
Project	Rogers Draw Energy Storage (the " Project ")
Project Site	Rogers Draw Project Site located at 22277 FM 2093, Harper TX 78631 (the " Project Site ")
Work	Description of work provided in Attachment 1 (the " Work ")
Compensation	As compensation for providing the Work described above, Company shall pay Contractor for such Work as follows: \$115,290 Breakdown of costs provided in Attachment 2
Schedule	Completion before July 15, 2025

This Work Order is subject to the terms and conditions set forth in the Master Agreement, and all of the terms therein are hereby incorporated by reference. Capitalized terms shall have the meaning defined herein or as set out in the Master Agreement. This Work Order and the Master Agreement constitute the complete understanding of the Parties with respect to the Work.

IN WITNESS WHEREOF, the Parties hereto have executed this Work Order as of the Work Order Effective Date.

[COMPANY]

NAME _____

TITLE _____

DATE _____

[CONTRACTOR]

NAME John P. [Signature]

TITLE PRINCIPAL

DATE 6/2/25



Attachment 1
Scope of Work

Scope of Work

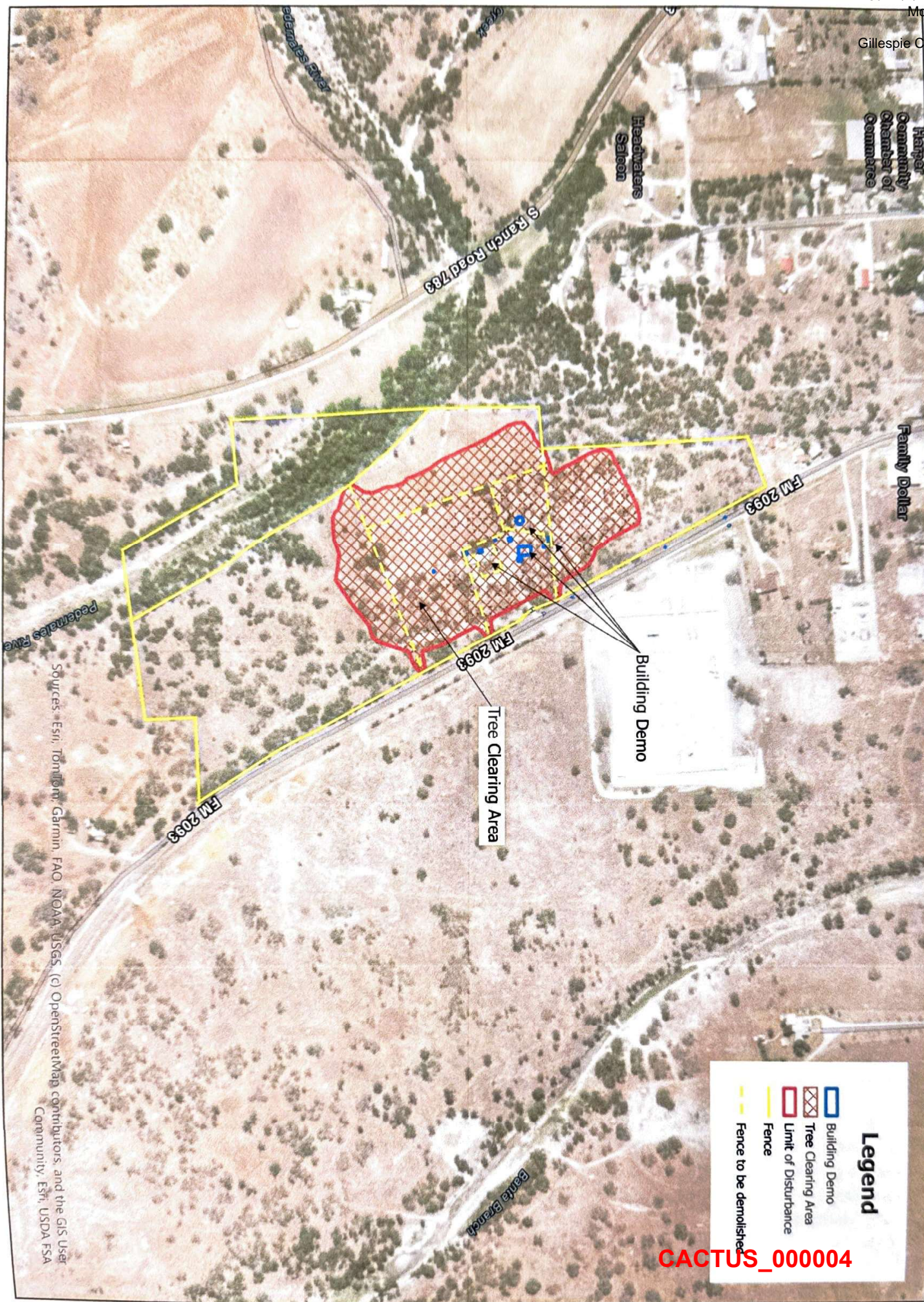
Circle Construction - High Street, LLC

No.	Scope	Description
1.1	SMP/PPP	<ul style="list-style-type: none">• Install silt fence and put in place BMPs according to SMP/PPP developed by EEC• Perform regular maintenance of BMPs according to SMP/PPP
1.2	Demolition of existing on property	<ul style="list-style-type: none">• Remove existing on property structure
1.3	Clear and grub site	<ul style="list-style-type: none">• Clear all trees and brush within area outlined in Exhibit A

Rogers Draw Energy Storage**Scope of Work**
Cactus Construction – Work Order 001

No.	Scope	Description
1-1	SWPPP	<ul style="list-style-type: none">• Install silt fence and put in place BMPs according to SWPPP developed by ECT• Perform regular maintenance and inspection according to SWPPP
1-2	Demolition of fencing on property	<ul style="list-style-type: none">• Remove fencing on property marked in Exhibit A
1-3	Clear and grub site	<ul style="list-style-type: none">• Clear all trees and brush within limits identified in Exhibit A

Exhibit A - Project Map

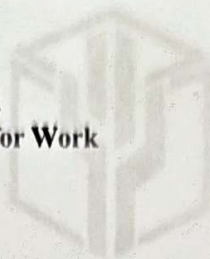


CACTUS CONSTRUCTION

22489 FM 2088

HARPER, TX 78631

Attachment 2
Contractor Estimate for Work



ESTIMATE

Any changes or additional requests causing additional costs in materials, labor or equipment that are not specifically listed in this estimate will be billed as an additional charge. Billing Terms: Invoice is to be paid in full via wire transfer 90 days upon completion.

***Steel and Material Pricing:** Due to the continued price increases by metal and building material suppliers, the steel and/or building material price used for the bid is good at the time of the bid. Any increase in the price of the steel and/or building materials after acceptance with deposit will be transferred directly to customer as an additional cost.

CACTUS_000005

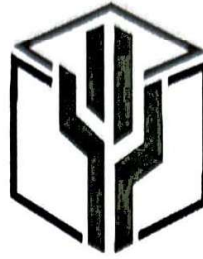
CACTUS CONSTRUCTION

22489 FM 2093

HARPER, TX 78631

830-864-5573

admin@cactusequipment.org



ESTIMATE

Customer Name
Peregrine Energy Solutions
22277 FM 2093
Harper, TX 78631

Estimate No. : 1063
Estimate Date: 5/29/2025
Expires: 6/28/2025

Qty	Item Description	Amount
	Labor & Materials	\$ 27,500.00
488	New 6' T-Posts, spaced every 8'	
3900'	4' x 100' Silt Fence with 3' wire backing Mutual Industries 1776-14-48	
	<u>SPEC OF WORK:</u>	
	Rock Saw 12" deep around perimeter. Install Silt Fence on 6' T-Posts and install	
	12" in ground and backfill. 36" of wire backed silt fence above ground.	
	Demolition of all buildings, fence and tree removal.	\$ 80,500.00
	Does not include the existing house	
	Removal of the Following:	
	Chain Link fence around the house	
	All cross fences and pens	
	Bulldoze all trees and back drag 14.33 per plan	
	Remove all trees from Peregrine property and dispose of with tub grinder off site	
	Tax	\$7290.00
	TOTAL	\$ 115,290.00

Any changes or additional requests causing additional costs in materials, labor or equipment that are not specifically listed in this estimate will be billed as an additional charge. **Billing Terms: Invoice is to be paid in full via wire transfer 60 days upon completion.**

Estimate provided is based on information provided by customer. If you need additional services or have any questions, please reach out to me directly via phone.

****Steel and Material Pricing:** Due to the continued price increases by metal and building material suppliers, the steel and/or building material price used for the bid is good at the time of the bid. Any increase in the price of the steel and/or building materials after acceptance with deposit will be transferred directly to customer as an additional cost.

This will be discussed prior to adding to billing. The customer will be required to pay these additional costs.

Equipment and labor costs will not change due to the increase in the steel and/or building material price

CACTUS 000006

Equipment and labor costs will not change due to the increase in the steel and/or building material prices.

We look forward to doing business with you!

Accepted by _____

_____ Date

CACTUS_000007

EXHIBIT 3

**EXHIBIT A
FORM OF WORK ORDER**

Pursuant to the terms and conditions of the Master Technical Services Agreement (the “**Master Agreement**”) executed and effective as of March 19, 2025 (the “**Work Order Effective Date**”), by and between Rogers Draw Energy Storage (“**Company**”) and Cactus Equipment & Construction, LLC (“**Contractor**”), Company hereby requests Contractor to perform the following Work as follows:

Work Order No.	002
Project	Rogers Draw Energy Storage (the “ Project ”)
Project Site	Rogers Draw Project Site located at 22277 FM 2093, Harper TX 78631 (the “ Project Site ”)
Work	Description of work provided in Attachment 1 (the “ Work ”)
Compensation	As compensation for providing the Work described above, Company shall pay Contractor for such Work as follows: \$74,900.00 Breakdown of costs provided in Attachment 2
Schedule	Completion before July 15, 2025

This Work Order is subject to the terms and conditions set forth in the Master Agreement, and all of the terms therein are hereby incorporated by reference. Capitalized terms shall have the meaning defined herein or as set out in the Master Agreement. This Work Order and the Master Agreement constitute the complete understanding of the Parties with respect to the Work.

IN WITNESS WHEREOF, the Parties hereto have executed this Work Order as of the Work Order Effective Date.

[COMPANY]

NAME _____

TITLE _____

DATE _____

[CONTRACTOR]

NAME JOHN KOTTMANN

TITLE _____ PROJECT

MANAGER _____

DATE 6/10/25 _____

Attachment 1
Scope of Work

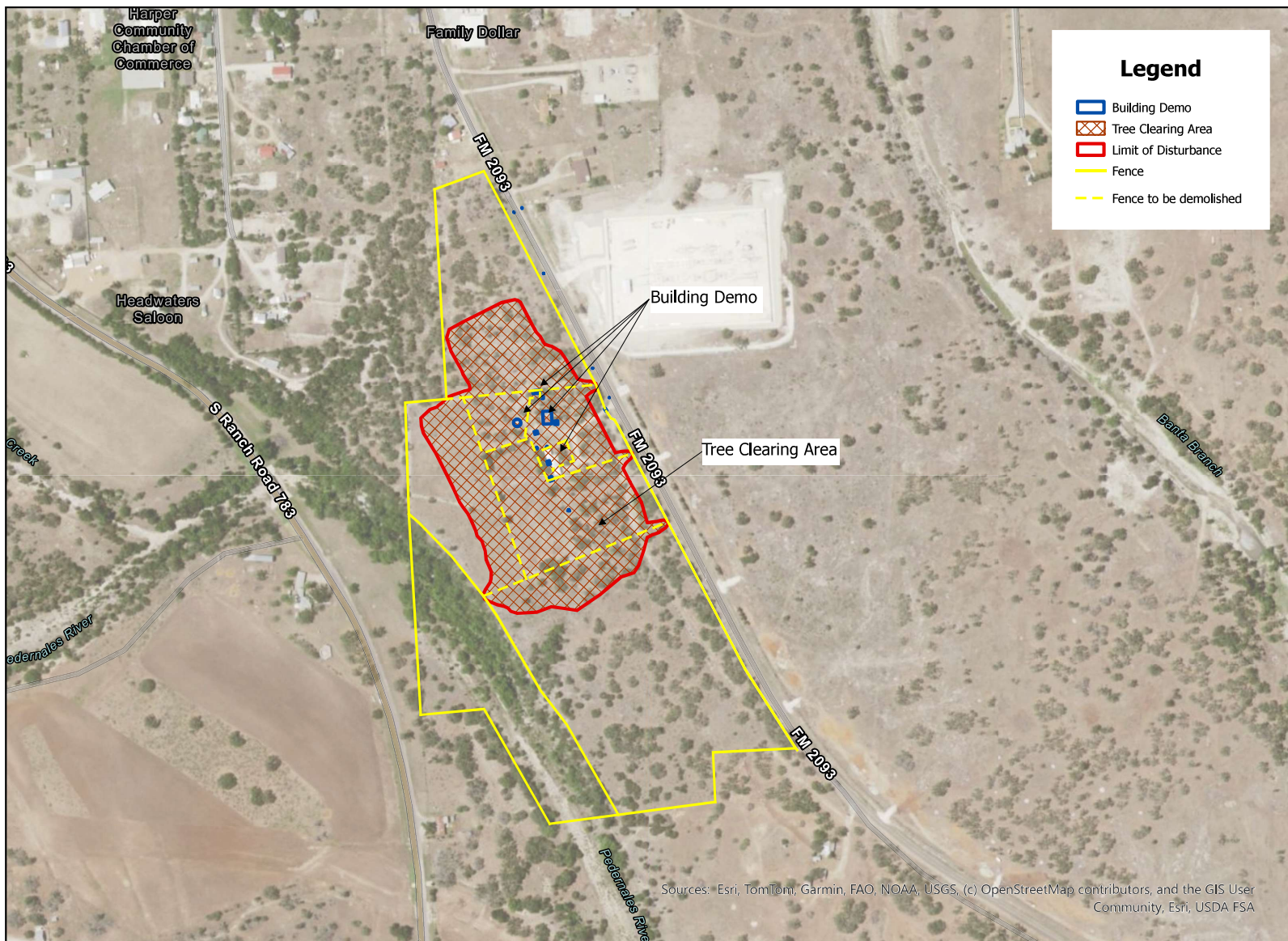
Rogers Draw Energy Storage

Scope of Work

Cactus Construction – Work Order 002

No.	Scope	Description
2-1	Asbestos Removal	<ul style="list-style-type: none">Remove all asbestos in main house
2-2	Demolition of Existing Buildings and Structures	<ul style="list-style-type: none">Demolition of all buildings marked in Exhibit ADemolition of above-ground concrete water cisternRemoval of trash, tires, and debris on siteAbove ground structures to be demolished and materials to be disposed ofFoundations, septic systems, and other in-ground infrastructure to remain in placeDemolition of main house after asbestos removal is complete
2-3	Well Capping	<ul style="list-style-type: none">Cap two (2) wells located on property

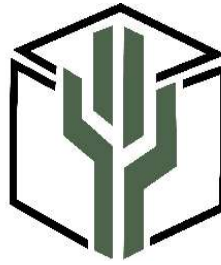
Exhibit A - Project Map



CACTUS_000011

Attachment 2
Contractor Estimate for Work

CACTUS CONSTRUCTION
22489 FM 2093
HARPER, TX 78631
830-864-5573
admin@cactusequipment.org



ESTIMATE

Customer Name
Peregrine Energy Solutions
22277 FM 2093
Harper, TX 78631

Estimate No. : 1069
Estimate Date: 6/9/2025
Expires: 7/9/2025

TERMS: NET 60 via Wire Transfer

Qty	Item Description	Amount
2	Closure of Water Wells	\$ 3,000.00
	Plug two existing water wells on property.	
	Fill holes with Bentonite and cap with 4' concrete.	
	All paper work filed with the state.	
	Demolition of the Following:	\$ 15,000.00
	Two well houses	
	Two Barns	
	Large concrete water tank	
	All concrete and rock walls	
	All trash and tires	
	All concrete curbs	
	Remainder of main house.	
	Asbestos Removal	\$ 56,900.00
	Scope of Work:	
	Provide the required Project Design/Work Plan for Removal, Disposal and Cleanup of the Asbestos Containing Building Materials (ACBM)	
	All asbestos removal will be removed in accordance with NESHAP, OSHA and EPA	
	Submit 10 day TDH State Asbestos Notification.	
	Prep for full neg-air containment with criticals & 3 stage decon.	
	Removal of asbestos contaminated siding	
	Removal of asbestos contaminated shreetrock	
	Removal of asbestos contaminated flooring	
	Dispose of asbestos materials to an approved acm landfill.	
	Air Monitoring during the asbestos abatement activities. Air Monitoring as follows:	
	Active work area one set daily (7) and clearance samples (2) using the required	
	P.C.M. analysis per containment, with a written report of the final air monitoring results.	
	TOTAL	\$ 74,900.00

Any changes or additional requests causing additional costs in materials, labor or equipment that are not specifically listed in this estimate will be billed as an additional charge. **Billing Terms:** NET 60 days via Wire Transfer

CACTUS_000013

Estimate provided is based on information provided by customer. If you need additional services or have any questions, please reach out to me directly via phone.

****Steel and Material Pricing:** Due to the continued price increases by metal and building material suppliers, the steel and/or building material price used for the bid is good at the time of the bid. Any increase in the price of the steel and/or building materials after acceptance with deposit will be transferred directly to customer as an additional cost.

This will be discussed prior to adding to billing. The customer will be required to pay these additional costs.

Equipment and labor costs will not change due to the increase in the steel and/or building material price.

We look forward to doing business with you!

Accepted by

Date

CACTUS_000014

EXHIBIT 4

**EXHIBIT A
FORM OF WORK ORDER**

Pursuant to the terms and conditions of the Master Technical Services Agreement (the "**Master Agreement**") executed and effective as of March 19, 2025 (the "**Work Order Effective Date**"), by and between Rogers Draw Energy Storage ("**Company**") and Cactus Equipment & Construction, LLC ("**Contractor**"), Company hereby requests Contractor to perform the following Work as follows:

Work Order No.	003
Project	Rogers Draw Energy Storage (the " Project ")
Project Site	Rogers Draw Project Site located at 22277 FM 2093, Harper TX 78631 (the " Project Site ")
Work	Description of work provided in Attachment 1 (the " Work ")
Compensation	As compensation for providing the Work described above, Company shall pay Contractor for such Work as follows: \$2,000 per month, continuing monthly for 6 months. Breakdown of costs provided in Attachment 2
Schedule	Completion before March 1, 2026

This Work Order is subject to the terms and conditions set forth in the Master Agreement, and all of the terms therein are hereby incorporated by reference. Capitalized terms shall have the meaning defined herein or as set out in the Master Agreement. This Work Order and the Master Agreement constitute the complete understanding of the Parties with respect to the Work.

IN WITNESS WHEREOF, the Parties hereto have executed this Work Order as of the Work Order Effective Date.

Rogers Draw Energy Storage LLC

Richard Levin
Sr. Director of Operations
Date: _____

Cactus Construction

John Kothmann
Project Manager
Date: 8/13/25



PEREGRINE ENERGY

Attachment 1
Scope of Work

Scope of Work

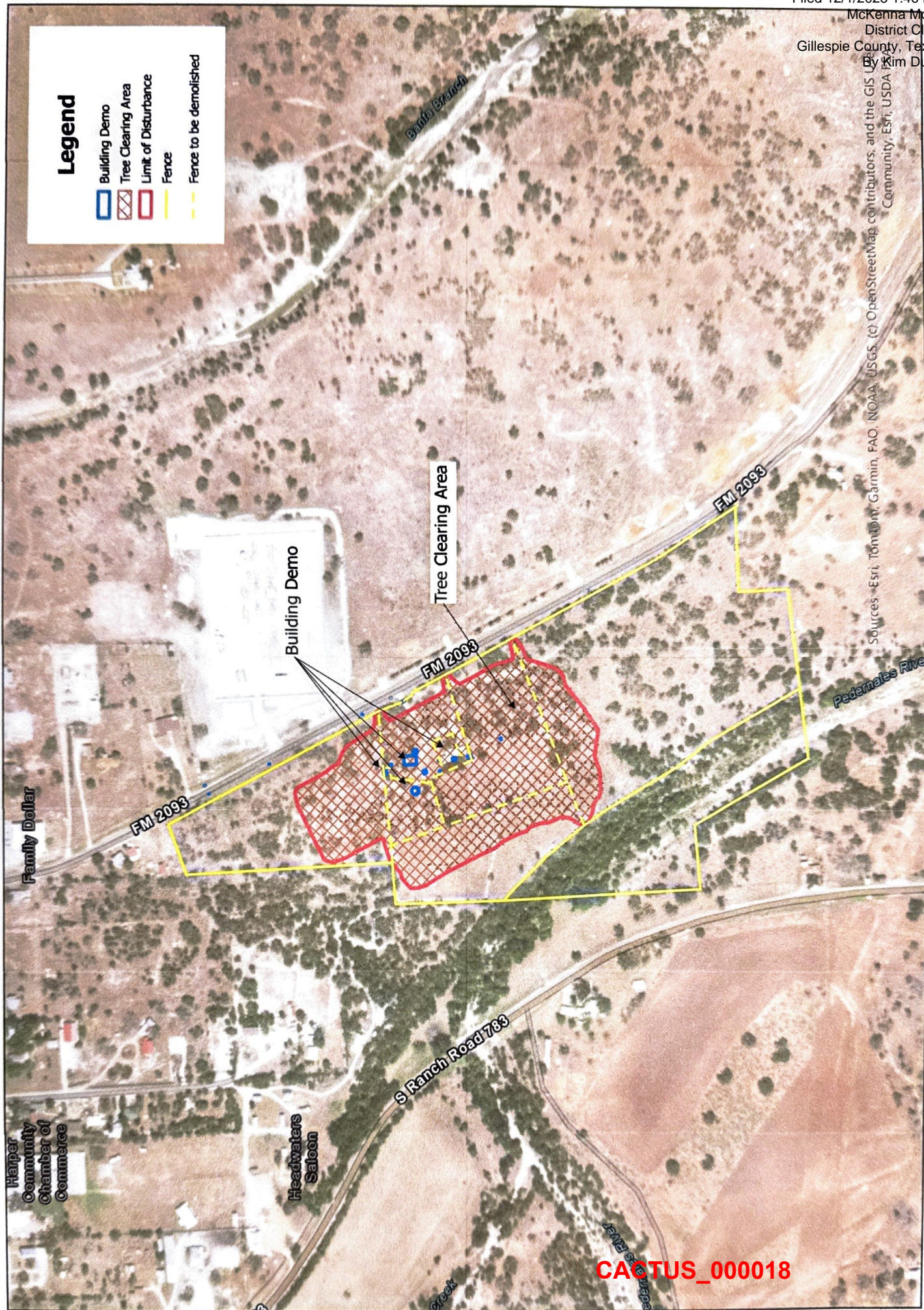
Cactus Construction - Work Order 000

No.	Scope	Description
1	Silt Fence Inspection, maintenance, and documentation	<ul style="list-style-type: none">• Perform weekly inspection and regular maintenance of BMPs according to SWPPP• Perform inspection and maintenance of BMPs in the event of adverse conditions on an "as-needed" basis• Record and provide weekly inspection and maintenance results in accordance with Inspection Plans and Procedures Worksheet

Rogers Draw Energy Storage**Scope of Work**
Cactus Construction – Work Order 003

No.	Scope	Description
3-1	Silt Fence Inspection, maintenance, and documentation	<ul style="list-style-type: none">• Perform weekly inspection and regular maintenance of BMPs according to SWPPP• Perform inspection and maintenance of BMPs in the event of adverse conditions on an "as-needed" basis• Record and provide weekly inspection and maintenance results in accordance with Inspection Plans and Procedures Worksheet

Exhibit A - Project Map



ESTIMATE

County: Gillespie
 Project: 2025-00019
 Date: 12/01/2025

Attachment 2
Contractor Estimate for Work



Item	Description	Qty	Unit	Amount
1	Office Production Maintenance and Repairswork beginning September 1, 2025 and continuing monthly for a period, this is charged per month.	1	\$2,000.00	\$2,000.00
Total				\$2,000.00
Estimate Total				\$2,000.00

ESTIMATE

Cactus Construction
22489 Fm 2093
Harper, TX 78631-8487

admin@cactusequipment.org
+1 (830) 864-5573
www.cactusequipment.org



Bill to
Peregrine Energy Solutions LLC

Ship to
Peregrine Energy Solutions LLC

Estimate details

Estimate no.: 1078
Estimate date: 08/06/2025
Expiration date: 09/06/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Services	Silt Fence Inspection, Maintenance and Paperwork beginning September 1, 2025 and continuing monthly for 6 months. Rate is charged per month.	1	\$2,000.00	\$2,000.00

Total **\$2,000.00**

Expiry date 09/06/2025

Accepted date

Accepted by

CACTUS_000020

EXHIBIT 5

**EXHIBIT A
FORM OF WORK ORDER**

Pursuant to the terms and conditions of the Master Technical Services Agreement (the “**Master Agreement**”) executed and effective as of March 19, 2025 (the “**Work Order Effective Date**”), by and between Rogers Draw Energy Storage (“**Company**”) and Cactus Equipment & Construction, LLC (“**Contractor**”), Company hereby requests Contractor to perform the following Work as follows:

Work Order No.	004
Project	Rogers Draw Energy Storage (the “ Project ”)
Project Site	Rogers Draw Project Site located at 22277 FM 2093, Harper TX 78631 (the “ Project Site ”)
Work	Description of work provided in Attachment 1 (the “ Work ”)
Compensation	As compensation for providing the Work described above, Company shall pay Contractor for such Work as follows: \$1,800 per occurrence, billed monthly Breakdown of costs provided in Attachment 2
Schedule	As ordered


This Work Order is subject to the terms and conditions set forth in the Master Agreement, and all of the terms therein are hereby incorporated by reference. Capitalized terms shall have the meaning defined herein or as set out in the Master Agreement. This Work Order and the Master Agreement constitute the complete understanding of the Parties with respect to the Work.

IN WITNESS WHEREOF, the Parties hereto have executed this Work Order as of the Work Order Effective Date.

Rogers Draw Energy Storage LLC

Richard Levin
Sr. Director of Operations
Date: _____

Cactus Construction



John Kothmann
Project Manager
Date: 8/14/25

Attachment 1
Scope of Work

Cactus Construction - Work Order 000

No.	Scope	Description
4-1	Dust Control and Mitigation	<ul style="list-style-type: none">• Perform dust control and mitigation measures to reduce the volatility• Perform soil moisture monitoring

Rogers Draw Energy Storage**Scope of Work**
Cactus Construction – Work Order 004

No.	Scope	Description
4-1	Dust Control and Mitigation	<ul style="list-style-type: none">• Perform dust control and mitigation measures to include site watering• Perform soil moisture monitoring

ESTIMATE

Contract Description
Contract No. 2025-000024
Project No. 2025-000024

Attachment 2
Contractor Estimate for Work

Description

Clearing 12.7 Acres as per deed and
requested. (Rate is for work of clearing)

Estimated by

ESTIMATE

Cactus Construction
22489 Fm 2093
Harper, TX 78631-8487

admin@cactusequipment.org
+1 (830) 864-5573
www.cactusequipment.org



Bill to
Peregrine Energy Solutions LLC

Ship to
Peregrine Energy Solutions LLC

Estimate details

Estimate no.: 1077
Estimate date: 08/06/2025
Expiration date: 09/06/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Services	Watering 13.7 Acres as needed and/or requested. (Rate is for each occurrence)	1	\$1,800.00	\$1,800.00
Total					\$1,800.00
				Expiry date	09/06/2025

Accepted date

Accepted by

CACTUS_000025

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Michael Suchosky on behalf of William Ford

Bar No. 7246700

michael.suchosky@fordmurray.com

Envelope ID: 108563158

Filing Code Description: Counter Claim/Cross

Action/Interpleader/Intervention/Third Party

Filing Description: Cactus Construction's First Amended Answer and Counterclaim

Status as of 12/1/2025 4:43 PM CST

Associated Case Party: B&CWR, Inc., d/b/a Cactus Construction

Name	BarNumber	Email	TimestampSubmitted	Status
Gregory A.Scrivener		greg.scrivener@fordmurray.com	12/1/2025 1:46:13 PM	SENT
Kennedy HatfieldAsel		hatfieldasel@fordmurray.com	12/1/2025 1:46:13 PM	SENT
Michael Suchosky		michael.suchosky@fordmurray.com	12/1/2025 1:46:13 PM	SENT
William H.Ford		bill.ford@fordmurray.com	12/1/2025 1:46:13 PM	SENT

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Jeremiah Anderson	24040432	jjanderson@mcguirewoods.com	12/1/2025 1:46:13 PM	SENT
Alfred Huebinger	24065460	jhuebinger@mcguirewoods.com	12/1/2025 1:46:13 PM	SENT
Michelle Joyner		mjoyner@scottdoug.com	12/1/2025 1:46:13 PM	SENT
Jennifer Juneau		jjuneau@scottdoug.com	12/1/2025 1:46:13 PM	SENT
Anthony Arguijo		aarguijo@scottdoug.com	12/1/2025 1:46:13 PM	SENT
Ross Sutherland		rsutherland@scottdoug.com	12/1/2025 1:46:13 PM	SENT
Shelby Hart-Armstrong		sharmstrong@scottdoug.com	12/1/2025 1:46:13 PM	SENT
Jessi Abramson		jabramson@scottdoug.com	12/1/2025 1:46:13 PM	SENT
Carla Matheson		cmatheson@scottdoug.com	12/1/2025 1:46:13 PM	SENT

Associated Case Party: Victor Hollender

Name	BarNumber	Email	TimestampSubmitted	Status
Richard Mosty	14594800	rmosty@mostylaw.com	12/1/2025 1:46:13 PM	SENT

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Michael Suchosky on behalf of William Ford

Bar No. 7246700

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Filing Code Description: Counter Claim/Cross

Action/Interpleader/Intervention/Third Party

Filing Description: Cactus Construction's First Amended Answer and Counterclaim

Status as of 12/1/2025 4:43 PM CST

Associated Case Party: Victor Hollender

Richard Mosty	14594800	rmosty@mostylaw.com	12/1/2025 1:46:13 PM	SENT
Charles Mosty	24041532	cdmosty@mostylaw.com	12/1/2025 1:46:13 PM	SENT

Associated Case Party: Gillespie County, Texas

Name	BarNumber	Email	TimestampSubmitted	Status
Rachel Raggio		rraggio@toase.com	12/1/2025 1:46:13 PM	SENT
Rebecca Meek		rmeek@toase.com	12/1/2025 1:46:13 PM	SENT
Sara Neel		sneel@gillespiecounty.gov	12/1/2025 1:46:13 PM	SENT

Associated Case Party: Rogers Draw Energy Storage, LLC

Name	BarNumber	Email	TimestampSubmitted	Status
Nikki Sims		nsims@mcguirewoods.com	12/1/2025 1:46:13 PM	SENT