

Affirmed and Opinion Filed August 19, 2020



**In The
Court of Appeals
Fifth District of Texas at Dallas**

No. 05-19-01052-CV

**SEAN PORTER, CAPSTONE COMMERCIAL REAL ESTATE GROUP,
LLC, STEVE R. BURRIS, 1000 CROSBY, LLC, 4300 SIGMA, LLC,
SEAPORT, LLC, AND AMANDA L. PORTER, Appellants**

V.

SUMMITBRIDGE NATIONAL INVESTMENTS III LLC, Appellee

**On Appeal from the 14th Judicial District Court
Dallas County, Texas
Trial Court Cause No. DC-17-08165**

MEMORANDUM OPINION

Before Chief Justice Burns, Justices Pedersen, III, and Evans
Opinion by Justice Pedersen, III¹

Sean Porter (“Porter”); Capstone Commercial Real Estate Group, LLC; Steve R. Burris; 1000 Crosby, LLC; 4300 Sigma, LLC; Seaport, LLC; and Amanda L. Porter, appeal the trial court’s judgment in favor of Summitbridge National Investments III LLC (“Summitbridge”) on its fraudulent transfer claims under the Texas Uniform Fraudulent Transfer Act. *See* TEX. BUS. & COM. CODE §§ 24.001–

¹ The Honorable David Bridges, Justice, participated in the submission of this case; however, he did not participate in the issuance of this opinion due to his death on July 25, 2020.

.013 (“TUFTA”). Appellants complain in four issues about (1) the legal sufficiency of the evidence and (2) the joint and several award of attorney’s fees against appellants. We affirm the judgment of the trial court.

I. BACKGROUND

A. Sean Porter’s Personal Guaranty and Transfers of Interest

On August 9, 2011, Porter incurred a \$1,700,000.00 liability after signing a personal guaranty on a loan agreement involving Seaport Properties, L.P. as borrower. Seaport Properties, L.P. subsequently defaulted on the loan agreement. In the summer of 2014, Porter learned that Seaport Properties L.P. defaulted on the loan agreement, and by letter dated August 13, 2014, he received notice that the debt had been accelerated.

On March 25, 2015, Summitbridge—as assignee of the loan agreement—filed suit against Porter on the personal guaranty, seeking to obtain the unpaid balance on the note. In March 2015, Porter had ownership interest in multiple business entities:

Entity	Porter’s Ownership
Real Soccer LLC	50% Class A common shares
1000 Crosby, LLC	50% member interest
1000 West Crosby, LLC (a subsidiary of 1000 Crosby, LLC)	100% ownership
4300 Sigma, LLC	60% ownership
Seaport LLC	100% ownership
Capstone Commercial Rest Estate Group, Inc.	60% stock ownership

After answering the 2015 Summitbridge lawsuit, Porter transferred his ownership interests and respective stock assets among his multiple business entities.

- (I) On September 10, 2015, Porter transferred his 50% Class A common shares ownership in Real Soccer LLC as follows: 35% to Seaport, LLC, 5% to Craig Porter (Porter's brother), and 10% to Bob Heckel.
- (II) On November 17, 2015, Porter amended and restated the company agreement of Seaport, LLC with respect to (1) distributions (authorized only by means of Class A members' unanimous vote) and (2) member insolvency (that "in the event a Member's Membership Interest shall become subject to garnishment, attachment, sequestration, receivership, execution upon a judgment, or a charging order, then no distributions may be made to said Member").²
- (III) On November 20, 2015, Porter entered into a buy-sell agreement with 1000 Crosby, LLC, and David Bridgforth that provided for a 40% discount (in favor of a member) on the purchase price of another member's membership interest if there is an involuntary lien, transfer, or charge against that other member's interest.
- (IV) On November 28, 2015, Porter entered into a buy-sell agreement between Capstone Commercial Real Estate Group, Inc. ("Capstone")

² On January 6, 2017, Porter amended and restated the company agreement for Seaport, LLC a second time.

and its stockholders (Steve Burris and 4300 Sigma LLC) and its members (himself and Burris), which provided for a 40% discount in favor of a stockholder on the purchase price of another member's shares if there is an involuntary lien, transfer, or charge against that other shareholder's stock.

- (V) In November 2015, Porter entered into a buy-sell agreement between 4300 Sigma, LLC and its members (himself and Burris), which provided for a 40% discount in favor of a stockholder on the purchase price of another member's shares if there is an involuntary lien, transfer, or charge against that other member's ownership.
- (VI) On January 1, 2016, Porter assigned (a) all of his ownership interest in 1000 Crosby, LLC (500 Units) to Seaport, LLC; (b) all of his interest in 4300 Sigma, LLC to Seaport LLC; and (c) 50% of his interest in Seaport, LLC to his spouse, Amanda Porter. The practical effect of these assignments was that Seaport, LLC owned 35% ownership of Real Soccer LLC; 50% ownership of 1000 Crosby, LLC; and 60% ownership of 4300 Sigma, LLC.
- (VII) On February 10 and 12 of 2016, Porter and Burris entered agreements and executed certificates to convert Capstone into a limited liability corporation named Capstone Commercial Real Estate Group, L.L.C.

Porter maintained his 60% ownership of the resulting Capstone Commercial Real Estate Group, L.L.C.

To summarize, from 2015 to 2016, Porter’s ownership interests in these various entities were consolidated as follows:

Entity	Porter’s Ownership	Entity’s Subsidiary Ownership
Seaport, LLC	50% member interest	35% of Real Soccer LLC
		50% of 1000 Crosby, LLC
		60% of 4300 Sigma, LLC
Capstone Commercial Rest Estate Group, LLC	60% stock ownership	Not Applicable

B. 2015 Summitbridge Judgment and Subsequent Charging Action

On July 11, 2016, Summitbridge obtained a final judgment against Porter and Seaport Properties, L.P., jointly and severally, for the sum of \$600,900.15, together with attorney’s fees of \$72,500.00 (“Underlying Judgment”). Summitbridge obtained two writs of execution, which were both returned nulla bona. Apart from a \$30,000.00 payment obtained through garnishment, the Prior Judgment remained unpaid.

C. 2017 Summitbridge Judgment Lawsuit

Summitbridge brought the instant suit against appellants, seeking to void Porter’s transfers of interest. The trial court held a bench trial on the matter and entered judgment in favor of Summitbridge. This 2019 judgment voided the transfers between appellants from November 2015 to January 2017:

1. The 11/20/2015 Buy-Sell Agreement entered into by Sean Porter with David Bridgforth and 1000 Crosby, LLC;
2. The transfer of Sean Porter's interests in 1000 Crosby, LLC to Seaport;
3. The 11/28/2015 Buy-Sell Agreement entered into by Sean Porter with Capstone Commercial Real Estate Group. Inc. 4300 Sigma LLC. and Steve Burris;
4. The transfer of Sean Porter's interest in 4300 Sigma LLC to Seaport, LLC;
5. The 11/17/2015 Amended and Restated Company Agreement of Seaport LLC and the 01/06/2017 Second Amended and Restated Company Agreement of Seaport LLC;
6. The transfer and assignment by Sean Porter of any interest in Seaport LLC to Amanda L. Porter, and Sean Porter remains the 100% owner, sole member and sole manager of Seaport LLC; and
7. The transfer and conversion of Sean Porter's interest in Capstone Commercial Real Estate Group. Inc. into Capstone Commercial Real Estate Group, LLC, and the conversion of Capstone Commercial Real Estate Group, Inc. into Capstone Commercial Real Estate Group, LLC.

The judgment further ordered that Summitbridge recover \$57,725.00 in attorney's fees against appellants (jointly and severally). The trial court entered findings of fact and conclusions of law in accordance with the judgment. This appeal followed.

II. DISCUSSION

Appellants raise the following issues:

1. Whether appellee sustained its burden of proof on its fraudulent transfer claims;
2. Whether the evidence that was presented at trial was sufficient to support the Findings of Fact and Conclusions of Law made by the trial court;
3. Whether the trial court's award of attorney's fees against all of the appellants, jointly and severally, constitutes an abuse of discretion; and

4. Whether the record supports an award of attorney’s fees in favor of appellee and against all named appellants, jointly and severally.

A. Standard of Review

i. Legal Sufficiency

Here, the appellants argue that there was not legally sufficient evidence to support the trial court’s judgment. “The trial court’s findings of fact are reviewable for legal and factual sufficiency of the evidence by the same standards that are applied in reviewing the evidence supporting a jury’s verdict.” *Scott Pelley P.C. v. Wynne*, No. 05-15-01560-CV, 2017 WL 3699823, at *8 (Tex. App.—Dallas Aug. 28, 2017, pet. denied) (mem. op.). “Appellants, as the parties challenging the legal sufficiency of the evidence on a matter for which they did not bear the burden of proof, must demonstrate on appeal there is no evidence to support the trial court’s adverse findings.” *Qui Phuoc Ho v. MacArthur Ranch, LLC*, 395 S.W.3d 325, 328 (Tex. App.—Dallas 2013, no pet.) (citing *Croucher v. Croucher*, 660 S.W.2d 55, 58 (Tex. 1983)). *City of Keller v. Wilson* provides:

“No evidence” points must, and may only, be sustained when the record discloses one of the following situations: (a) a complete absence of evidence of a vital fact; (b) the court is barred by rules of law or of evidence from giving weight to the only evidence offered to prove a vital fact; (c) the evidence offered to prove a vital fact is no more than a mere scintilla; (d) the evidence establishes conclusively the opposite of the vital fact.

168 S.W.3d 802, 810 (Tex. 2005). We “consider evidence in the light most favorable to the verdict, and indulge every reasonable inference that would support it.” *Id.* at

822. When reviewing the record, an appellate court decides whether any evidence supports the challenged finding of fact. *See Sheetz v. Slaughter*, 503 S.W.3d 495, 502 (Tex. App.—Dallas 2016, no pet.). “If more than a scintilla of evidence exists to support the finding of fact, the legal sufficiency challenge will not prevail.” *Scott Pelley*, 2017 WL 3699823, at *8. “More than a scintilla of evidence exists if the evidence ‘rises to a level that would enable reasonable and fair-minded people to differ in their conclusions.’” *Ford Motor Co. v. Ridgway*, 135 S.W.3d 598, 601 (Tex. 2004) (quoting *Merrell Dow Pharm., Inc. v. Havner*, 953 S.W.2d 706, 711 (Tex. 1997)).

Both direct evidence and circumstantial evidence may be used to establish any material fact. *Id.* However, evidence that does no more than create a mere suspicion is insufficient to rise to the level of a scintilla. *Id.*; *see Qui Phuoc Ho*, 395 S.W.3d at 328.

ii. Abuse of Discretion

Appellants argue that the award of attorney’s fees constituted an abuse of discretion. A trial court has no “discretion” in determining what the law is or applying the law to the facts. *Walker v. Packer*, 827 S.W.2d 833, 840 (Tex. 1992) (orig. proceeding). Review of a trial court’s action under the abuse of discretion standard is a question of law. *El Dorado Motors, Inc. v. Koch*, 168 S.W.3d 360, 368 (Tex. App.—Dallas 2005, no pet.) A trial court abuses its discretion if it reaches a decision so arbitrary and unreasonable it amounts to a clear and prejudicial error of

law or it clearly fails to correctly analyze or apply the law. *In re Olshan Found. Repair Co., LLC*, 328 S.W.3d 883, 888 (Tex.2010) (orig. proceeding). We may not overrule the trial court’s decision unless the trial court acted unreasonably or in an arbitrary manner, without reference to guiding rules or principles. *El Dorado Motors, Inc.*, 168 S.W.3d at 368.

B. TUFTA

The trial court concluded the transfers of Porter’s interests, the buy-sell agreements, and the business entity conversion constituted fraudulent transfers under TUFTA. It found that the transfers were (1) made with actual intent to hinder, delay, or defraud Summitbridge and (2) not made in good faith. “Ordinarily, whether the transfer was made with the actual intent to defraud creditors is a fact question.” *Walker v. Anderson*, 232 S.W.3d 899, 914 (Tex. App.—Dallas 2007, no pet.). Because direct proof of fraudulent intent is often unavailable, circumstantial evidence may be used to prove fraudulent intent. *Doyle v. Kontemporary Builders, Inc.*, 370 S.W.3d 448, 454 (Tex. App.—Dallas 2012, pet. denied). TUFTA section 24.005(b) enumerates a non-exclusive list of “badges of fraud” for consideration in determining whether a transfer was made with actual intent to defraud, including: (i) the transfer or obligation was to an insider; (ii) the debtor retained possession or control of the property transferred after the transfer; (iii) before the transfer was made or obligation was incurred, the debtor had been sued or threatened with suit; (iv) the transfer was of substantially all the debtor’s assets; and (v) the value of the

consideration received by the debtor was reasonably equivalent to the value of the asset transferred or the amount of the obligation incurred. BUS. & COM. § 24.005. “The presence of several of these factors is sufficient to support a fact finder’s reasonable inference of fraudulent intent.” *Qui Phuoc Ho*, 395 S.W.3d at 329.

Appellants challenge the legal sufficiency of the evidence supporting the trial court’s finding that the transfers were made with actual intent to hinder, delay, or defraud Summitbridge. “If the evidence supports a fraudulent transfer claim under either subsection 24.005(a)(1) or section 24.006, the court may affirm the trial court’s judgment.” *Id.* Our analysis of the evidence presented regarding appellants’ intent to hinder, delay, or defraud Summitbridge resolves appellants’ first two issues.

C. Badges of Fraud Analysis

The evidence consisted of testimony from Porter, Amanda Porter (Sean Porter’s spouse), Steven Burris (Porter’s business associate), and several exhibits admitted by the trial court. The exhibits included documents evidencing the respective transfers and the deposition transcript of Porter’s attorney, William Dismuke.

The testimony of the Porters, Burris, and Dismuke, together with the documents admitted into evidence during the trial, provide proof of several factors

that show Porter (1) made the transfers with actual intent to hinder, delay, or defraud Summitbridge³ and (2) did not make the transfers in good faith.

First, the evidence shows that Porter's transfers were made to insiders. *See generally* BUS. & COM. § 24.005(b)(1).⁴ In 2015, the transfers into Seaport LLC were transfers made to an "insider" (affiliate) because Porter operated Seaport LLC. *See* BUS. & COM. §§ 24.005(b)(1), 24.002(7)(E). Prior to its conversion into a limited liability company, Porter held 20% or more of the outstanding voting securities in Capstone; therefore, Capstone was an affiliate of Porter.⁵ *See id.* § 24.002(1)(B). Porter's grant to Burris of the right to purchase Porter's interest in Capstone at a 40% discount was a transfer made to an insider because Burris served as a director of Capstone.⁶ *See id.* § 24.002(7)(B). Similarly, the two buy-sell agreements of 40% discount of Porter's interest in (i) 1000 Crosby, LLC to David Bridgforth and (ii) 4300 Sigma LLC to Burris were transfers made to insiders.⁷ *See id.* § 24.002(7)(B). Lastly, Porter's transfers to Craig Porter (receiving 5% of Real Soccer LLC) and

³ *See* BUS. & COM. § 24.005(a)(1). "A transfer made or obligation incurred by a debtor is fraudulent as to a creditor, whether the creditor's claim arose before or within a reasonable time after the transfer was made or the obligation was incurred, if the debtor made the transfer or incurred the obligation: (1) with actual intent to hinder, delay, or defraud any creditor of the debtor..." BUS. & COM. § 24.005(a)(1).

⁴ "In determining actual intent under Subsection (a)(1) of this section, consideration may be given, among other factors, to whether ... (1) the transfer or obligation was to an insider..." BUS. & COM. § 24.005(b)(1).

⁵ *See supra* Part I.A.(VII).

⁶ *See supra* Part I.A.(IV).

⁷ *See supra* Parts I.A.(III), I.A.(V).

Amanda Porter (receiving 50% of the interest in Seaport, LLC) were transfers to insiders by relation.⁸ *See id.* § 24.002(7)(A).

Second, there is undisputed evidence that Porter retained possession or control of the property transferred after the respective transfers. *See generally id.* § 24.005(b)(2).⁹ At the conclusion of his various transfers, Porter retained (i) majority possession and control of Capstone Commercial Real Estate Group, L.L.C. and (ii) 50% ownership and complete control of Seaport, LLC.¹⁰ Those two entities possessed and controlled Porter’s interests in his multiple business entities: 35% of Real Soccer LLC, 50% of 1000 Crosby, LLC (which held 1000 West Crosby, LLC as a subsidiary), and 60% of 4300 Sigma, LLC.

Third, there is undisputed evidence that Porter made the transfers beginning in September 2015—shortly after Summitbridge filed its suit in March 25, 2015. *See generally id.* § 24.005(b)(4).¹¹

⁸ *See supra* Parts I.A.(I), I.A.(VI).

⁹ “In determining actual intent under Subsection (a)(1) of this section, consideration may be given, among other factors, to whether ... (2) the debtor retained possession or control of the property transferred after the transfer...” BUS. & COM. § 24.005(b)(2).

¹⁰ Amanda Porter testified in trial that she “was absolutely not involved in any of those business transactions” and performed no work for the businesses other than “to help work with a designer to get a house ready.”

¹¹ In determining actual intent under Subsection (a)(1) of this section, consideration may be given, among other factors, to whether ... (4) before the transfer was made or obligation was incurred, the debtor had been sued or threatened with suit;...” BUS. & COM. § 24.005(b)(4).

Fourth, the evidence in our record indicates that these transfers involved substantially all of Porter's assets. *See generally id.* § 24.005(b)(5).¹² From the admitted financial records and tax statements, the substantive value of Porter and Seaport Properties L.P.'s assets were tied to real estate, which in turn was held by one or more of the appellant entities. Furthermore, the testimony from Porter and Dismuke—Porter's estate-planning attorney—indicates that the purpose of the transfers was to consolidate Porter's ownership and managerial power of his multiple business entity interests under two entities—Seaport, LLC and Capstone Commercial Real Estate Group, LLC.

Fifth, the evidence shows that the value Porter received was not equivalent to the value of the asset transferred or obligation incurred. *See generally id.* § 24.005(b)(8).¹³ Porter had majority ownership and control of the entities involved in the buy-sell agreements. During trial, appellants' counsel conceded that the 40% discounts found in the buy-sell agreements did not benefit Porter.¹⁴ With respect to Seaport, LLC, Porter originally held 100% ownership interest and thereby had full

¹² In determining actual intent under Subsection (a)(1) of this section, consideration may be given, among other factors, to whether ... (5) the transfer was of substantially all the debtor's assets..." BUS. & COM. § 24.005(b)(5).

¹³ In determining actual intent under Subsection (a)(1) of this section, consideration may be given, among other factors, to whether ... (8) the value of the consideration received by the debtor was reasonably equivalent to the value of the asset transferred or the amount of the obligation incurred..." BUS. & COM. § 24.005(b)(8).

¹⁴ *See supra* Parts I.A.(III-V).

control. Porter transferred 50% of his ownership interest in Seaport, LLC to Amanda Porter, but—similar to the buy-sell agreements—there is no evidence that Porter received any consideration from Amanda Porter in exchange for the transfer of his 50% ownership of Seaport, LLC to her.¹⁵

Appellants argue that the transfers were not made with intent to hinder, delay, or defraud Summitbridge. Porter testified that the transfers were motivated by estate planning and made with no intent to “hinder, delay, or defraud anyone.” Porter testified that he did not think that he was likely to lose the underlying 2015 Summitbridge litigation. Burriss, Porter’s business partner, testified that there were no discussions “about any need to shelter or hide any assets of Capstone or any other business from any creditor including Summitbridge.” Amanda Porter—Porter’s spouse—and Dismuke testified that these transfers were related to estate planning and safeguarding assets for Sean and Amanda Porter’s children.

We are mindful that the trier of fact in the trial court is in the best position to “observe and assess the witnesses’ demeanor and credibility, and to sense the ‘forces, powers, and influences’ that may not be apparent from merely reading the record on appeal.” *In re A.L.E.*, 279 S.W.3d 424, 427 (Tex. App.—Houston [14th Dist.] 2009, no pet.) (quoting *Niskar v. Niskar*, 136 S.W.3d 749, 753 (Tex. App.—Dallas 2004, no pet.)); *see also In re S.V.*, No. 05-18-00037-CV, 2019 WL 516730,

¹⁵ *See supra* Part I.A.(VI).

at *7 (Tex. App.—Dallas Feb. 11, 2019, no pet.) (mem. op.). Thus, the factfinder could have disbelieved the testimony from Porter and his witnesses. Moreover, despite appellants’ testimony regarding estate planning, there is a complete absence of a will, trust documents, or other similar estate planning instruments in the record.

Considering the evidence in the light most favorable to the findings of facts and indulging every reasonable inference that would support the trial court’s decision, we conclude that a rational factfinder could have found Summitbridge carried its burden of proof. We conclude that the evidence is legally sufficient to support the trial court’s findings that the transfers were fraudulent transfers under the section 24.005(a)(1); we overrule appellants’ first two issues.

D. Award of Attorney’s Fees

Appellants’ third and fourth issues relate to the trial court’s award of attorney’s fees in favor of Summitbridge against appellants jointly and severally. Appellants contend the award of attorney’s fees was an abuse of discretion and challenge the legal sufficiency of the attorney’s fees award.

i. Abuse of Discretion

Appellants argue the attorney’s fees award was an abuse of discretion. Section 24.013 of TUFTA provides that “the court may award costs and reasonable attorney’s fees as are equitable and just.” BUS. & COM. § 24.013. “This provision of TUFTA gives the trial court the sound discretion to award attorney’s fees based on the evidence the trial court heard.” *Walker*, 232 S.W.3d at 919. Factors considered

in determining whether a fee award is “equitable and just” under TUFTA include: (1) whether the case involved egregious conduct; (2) whether an award of fees would accomplish the goals of TUFTA; (3) the evidence heard by the trial court; and (4) evidence of bad faith, vexation, wantonness, oppression, or harassment relating to the filing or the maintenance of the action. *Janvey v. Dillon Gage, Inc. of Dallas*, 856 F.3d 377, 393 (5th Cir. 2017).

Appellants specifically argue that appellee did not provide sufficient evidence that the transactions in question were fraudulent, arguing instead that the trial court’s judgment and award of attorney’s fees were unreasonable and not equitable. However, the record shows sufficient evidence of multiple badges of fraud, which the trial court heard prior to the award of attorney’s fees. Furthermore, the evidentiary record contains testimony by unsworn declaration as to Summitbridge’s request for attorney’s fees including: the amount of attorney’s fees, reasonableness and necessity of the fees sought, and itemized invoices. *See generally Arthur Andersen & Co. v. Perry Equip. Corp.*, 945 S.W.2d 812, 818 (Tex. 1997).

Appellants cite no authority supporting their contention that the award of attorney’s fees was not equitable; nor do appellants provide any further briefing beyond their asserted lack of sufficiency. “Testimony from a party’s attorney about a party’s attorneys’ fees is taken as true as a matter of law if the testimony ‘is not contradicted by any other witness and is clear, positive, direct, and free from contradiction.’” *In re A.B.P.*, 291 S.W.3d 91, 98 (Tex. App.—Dallas 2009, no pet.)

(quoting *Blockbuster, Inc. v. C-Span Entm't, Inc.*, 276 S.W.3d 482, 490 (Tex. App.—Dallas 2008, pet. granted)). Appellants did not controvert the amount of Summitbridge's attorney's fees. *See id.* at 99 (holding that an attorney's uncontroverted testimony on the total amount of fees, her experience, and the reasonableness of the fees charged is sufficient to support an attorney's fees award).

Considering the evidence before the trial court of Porter's actions, the transfers, and Summitbridge's attorney's fees, we conclude that the evidence is sufficient to support the trial court's judgment awarding attorney's fees. We overrule appellant's third issue. The trial court did not abuse its discretion in awarding Summitbridge's attorney's fees.

ii. Joint and Several Liability

Next, appellants argue that the joint and several nature of the award of attorney's fees was not equitable, just, or supported by the record. Appellants cite to no authority and provide no further briefing to support this argument. The record shows that each appellant was either involved in or a party to the transfers. Porter, Amanda Porter, and Burris provided necessary signatures and acceptance for the transfers. Appellants raised no objection regarding apportionment between appellants, and the evidence shows that the transactions are interrelated and intertwined in a manner that makes segregation not possible. Therefore, the trial court did not abuse its discretion in awarding attorney's fees jointly and severally against appellants. *See Lakes of Rosehill Homeowners Ass'n, Inc. v. Jones*, 552

S.W.3d 414, 421 (Tex. App.—Houston [14th Dist.] 2018, no pet.) (“Texas courts of appeals have continued to recognize that if responsibility for a plaintiff’s injury by its nature cannot be apportioned among wrongdoers with reasonable certainty, each defendant is jointly and severally liable...”); *see also Qui Phuoc Ho*, 395 S.W.3d at 331-35.

We conclude the record contains sufficient evidence to support the trial court’s judgment awarding attorney’s fees against appellants jointly and severally. We overrule appellants’ fourth issue.

III. CONCLUSION

Having overruled all four of appellants’ issues, we affirm the trial court’s judgment.

/Bill Pedersen, III/

BILL PEDERSEN, III
JUSTICE

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**Court of Appeals
Fifth District of Texas at Dallas**

JUDGMENT

SEAN PORTER, ET AL, Appellants

No. 05-19-01052-CV V.

SUMMITBRIDGE NATIONAL
INVESTMENTS III LLC, Appellee

On Appeal from the 14th Judicial
District Court, Dallas County, Texas
Trial Court Cause No. DC-17-08165.
Opinion delivered by Justice
Pedersen, III. Chief Justice Burns and
Justice Evans participating.

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

It is **ORDERED** that appellee SUMMITBRIDGE NATIONAL INVESTMENTS III LLC recover its costs of this appeal from appellants SEAN PORTER, ET AL.

Judgment entered this 19th day of August, 2020.