



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

CROWLEY FLECK PLLP,

Plaintiff,

v.

TRAVIS JOYNER and
CRAIG HURLBERT,

Defendants.

C.A. No. 2020-0344 KSJM

PUBLIC VERSION FILED: MAY 19, 2020

VERIFIED COMPLAINT

Plaintiff Crowley Fleck PLLP (“Crowley Fleck” or “Plaintiff”), by and through its undersigned counsel, files this Complaint against Defendants Travis Joyner (“Joyner”) and Craig Hulbert (“Hulbert”, and together with Joyner, “Defendants”), and hereby avers as follows:

NATURE OF THE CASE

1. Crowley Fleck brings this action seeking a declaratory judgment to resolve an ongoing dispute initiated, threatened, and pursued by the Defendants.

2. Despite [REDACTED] and being represented by independent counsel, Defendants have repeatedly accused Crowley Fleck of breaching their fiduciary duties or otherwise committing unethical or illegal acts that purportedly damaged them [REDACTED]

3. Not only are the allegations of wrongdoing unfounded, but any alleged claim that Defendants may assert against Crowley Fleck [REDACTED]

4. Accordingly, Crowley Fleck seeks a declaratory judgment in its favor and against Defendants.

PARTIES

5. Crowley Fleck is a professional limited liability partnership with a principal place of business in 490 North 31st Street, Suite 500, Billings, Montana, 59101. Crowley Fleck is a law firm with offices throughout Montana, North Dakota, and Wyoming, and is one of the oldest and largest law firms in that region.

6. Joyner is an in adult individual who has a law degree and PhD. Joyner resides a [REDACTED]

7. Hulbert is an in adult individual who resides at [REDACTED]
[REDACTED]

JURISDICTION AND VENUE

8. This Court has subject matter jurisdiction over the cause of action asserted herein pursuant to 10 *Del. C.* § 341 and 10 *Del. C.* § 6501.

9. [REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

FACTUAL BACKGROUND

A. Loenbro, Inc. and Michael Tennant

10. Loenbro, Inc. (“Loenbro”) is an oil and gas construction company that was originally founded and owned by brothers Jonathan Leach and Paul Leach (together, the “Leaches”). At all relevant times, the Leaches were the sole shareholders and sole board members of Loenbro.

11. Michael Tennant (“Tennant”) is a member of the Montana bar and a partner at Crowley Fleck.

12. Tennant has for many years represented the Leaches and Loenbro in a variety of business and other matters on an ongoing basis.

B. Joyner and Hurlbert

13. Joyner and Hurlbert have been partners in a number of business ventures.

14. Joyner is an attorney and previously held the position of General Counsel for Watterra Energy, LLC, a company he once owned with Hurlbert.

15. Together Joyner and Hurlbert currently serve as co-managing partners for BrightMark Partners, a growth equity and management firm based in Hamilton, Montana.

C. Joyner and Hurlbert Provide Services to Loenbro, Inc.

16. In 2014, Joyner and Hurlbert started to provide consulting services to Loenbro.

17. Joyner and Hurlbert negotiated with Loenbro [REDACTED] in connection with their service.

18. Joyner and Hurlbert retained independent counsel to represent them in connection with [REDACTED]. Initially, they retained Richard Wilensky of Wilensky & Jones LLP, and subsequently retained Jeremy Brown and Jack Manning at Dorsey & Whitney LLP.

19. Joyner and Hurlbert's counsel drafted [REDACTED]
[REDACTED]

20. Loenbro engaged Tennant [REDACTED]

21. At the time of the engagement, Tennant had performed limited and unrelated legal services for Joyner – *i.e.*, drafted estate planning documents that were never executed.

22. As a result, Tennant disclosed the concurrent conflict and obtained both Joyner's and Loenbro's consents and waivers, which are memorialized in the April 21, 2014 waiver letter. A true and correct copy of the April 21, 2014 waiver letter is attached hereto as Exhibit "A".

23. Pursuant to the April 21, 2014 waiver letter, Joyner also acknowledged Tennant and Crowley Fleck's ongoing representation of Loenbro and its affiliates.

24. Neither Tennant nor Crowley Fleck ever represented Hurlbert.

25. Neither Joyner nor Hurlbert objected to Tennant's representation of the company in connection with [REDACTED]

26. Ultimately, the parties [REDACTED] with the assistance of their respective counsel.

27. Joyner and Hurlber [REDACTED]
[REDACTED]

28. [REDACTED]
[REDACTED]

29. In their dealings with Loenbro, Joyner and Hurlber [REDACTED]
[REDACTED]
[REDACTED]

D. Loenbr [REDACTED] Joyner and Hurlbert

30. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

31.

[REDACTED]

32.

[REDACTED]

33. Loenbro engaged the law firm of Armstrong Teasdale LLP as its

[REDACTED]

34.

[REDACTED]

35. At this time, Joyner and Hurlbert had not

[REDACTED]

36.

[REDACTED]

37. Recognizing that he had previously represented Loenbro in connection with [REDACTED] Tennant prepared an engagement letter dated September 5, 2018 that included a consent and waiver of any potential Loenbro conflict, which the Leaches executed both in their individual capacities (as the sole shareholders of Loenbro) and in their respective capacities as president and vice-president of Loenbro. A true and correct copy of the September 5, 2018 letter is attached hereto as Exhibit "B".

38. Tennant specifically advised Joyner that Crowley Fleck represented Loenbr [REDACTED]

39. [REDACTED]
[REDACTED]
[REDACTED]

40. [REDACTED]
[REDACTED]
[REDACTED]

41. [REDACTED]
[REDACTED]

42. [REDACTED]
[REDACTED]

43.

[REDACTED]

44. Joyner and Hurlbert

[REDACTED]

45. However, since 2014, Joyner and Hurlbert had each

[REDACTED]

46.

[REDACTED]

47.

[REDACTED]

48. Moreover

[REDACTED] Joyner and Hurlbert were intimately involved in Loenbro's operations, and had access to the company's financials.

[REDACTED]

49.

[REDACTED]

[REDACTED]

[REDACTED]

E.

50.

[REDACTED]

[REDACTED]

[REDACTED]

51.

[REDACTED]

[REDACTED]

[REDACTED]

52.

[REDACTED]

[REDACTED]

[REDACTED]

53.

[REDACTED]

[REDACTED]

54.

[REDACTED]

[REDACTED]

¹ [REDACTED] Accordingly, this Verified Complaint is being filed under seal. Moreover, the averments in this Verified Complaint are made without waiver of any applicable privilege.

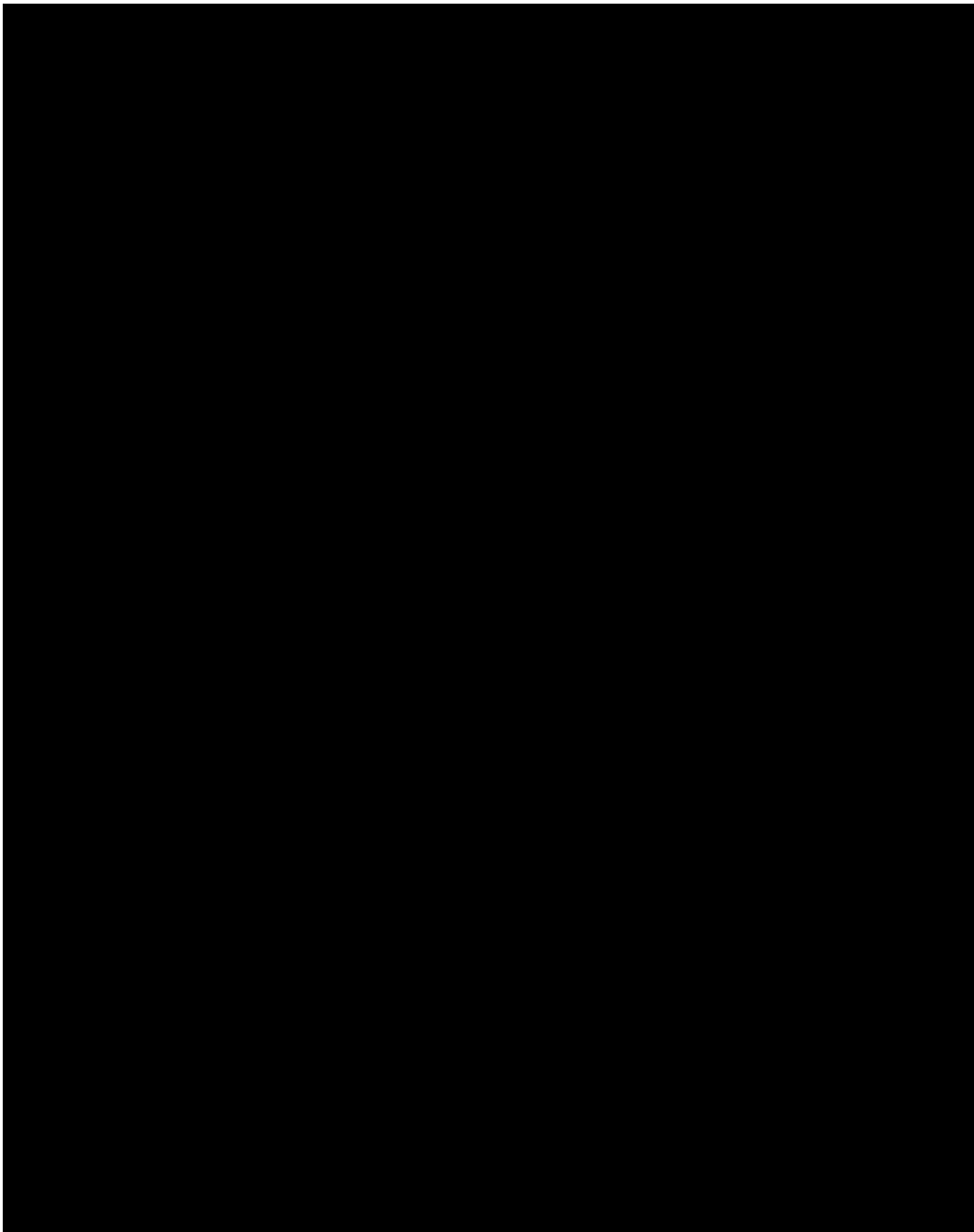
[Redacted]

[Redacted]

[Redacted]

55. [Redacted]

[Redacted]



56.



57.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

58.

[REDACTED]

[REDACTED]

[REDACTED]

59.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

F. Joyner and Hurlbert Wrongly Accuse Tennant and Crowley Fleck

60. On October 25, 2019, one year after the execution of the Release Agreement, Tennant received a letter sent by Joshua Schiller of Boies Schiller Flexner LLP on behalf of Joyner and Hurlbert.

61. In the October 25 letter, Joyner and Hurlbert, through their counsel, assert that Tennant and Crowley Fleck’s involvement in the [REDACTED] constitutes legal malpractice, a breach of fiduciary duties, and is in violation of professional responsibilities.

62. In the October 25 letter, Joyner and Hurlbert make a demand for payment to resolve their purported claims against Tennant and Crowley Fleck.

63. Crowley Fleck responded to the October 25 letter, denying Joyner and Hurlbert’s claims, challenging their factual allegations, and setting the forth proper factual background.

64. Not only are Joyner and Hurlbert’s allegations unfounded both legally and factually, [REDACTED]

[REDACTED]

65. [REDACTED]

FIRST CAUSE OF ACTION

(Declaratory Judgment)

66. Crowley Fleck repeats and realleges each of the foregoing paragraphs as if fully set forth herein.


67. A clear controversy exists between Crowley Fleck and Defendants as to whether [REDACTED]

68. Pursuant to 10 *Del. C.* § 6501, Crowley Fleck is entitled to a declaration in its favor and against Defendants as to the controversy set forth in the preceding paragraph.

69. A declaratory judgment is necessary and proper in order to resolve the controversy between Crowley Fleck and Defendants.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Crowley Fleck PLLP respectfully requests the following relief:

- a. A judgment in favor of Crowley Fleck and against Defendants.
- b. 
- c. An order enjoining Defendants from commencing or prosecuting any litigation or proceeding against Crowley Fleck.
- d. An award of judgment in favor of Crowley Fleck and against Defendants for the payment of attorneys' fees and costs that they incurred in prosecuting this action.
- e. Such other and further relief as this Court deems just and appropriate.

Dated: May 7, 2020
Wilmington, Delaware

FOX ROTHSCHILD LLP

/s/ Carl D. Neff
Carl D. Neff (Bar No. 4895)
Maura L. Burke (Bar No. 5313)
Citizens Bank Center
919 North Market Street, Suite 300
Wilmington, Delaware 19801
Tel.: (302) 654-7444
Fax: (302) 656-8920
cneff@foxrothschild.com
mburke@foxrothschild.com

*Counsel for Plaintiff,
Crowley Fleck PLLP*

Of Counsel:

Abraham C. Reich

2000 Market Street, Twentieth Floor

Philadelphia, Pennsylvania 19103-3222

Tel: (215) 299-2090

Fax: (215) 299-2150

areich@foxrothschild.com

Public Version Dated: May 19, 2020