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Primary Contact: Lisa Schomaker
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Electronic copy provided to: Joe Lewinski
Lynnette Schoenfeld

Entity: AGCO Corporation
Entity ID Number 3993163

Entity Served: AGCO Corp

Title of Action: Holt Texas, Ltd vs. AGCO Corp

Document(s) Type: Citation/Petition

Nature of Action: Violation of State/Federal Act

Court/Agency: Bexar County District Court, TX

Case/Reference No: 2020CI15823

Jurisdiction Served: Texas

Date Served on CSC: 08/31/2020

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EXHIBIT A

Case Number: 2020-CI-15823



2020CI15823 S00001

HOLT TEXAS LTD

VS.

AGCO CORP

(Note: Attached Document May Contain Additional Litigants.)

IN THE DISTRICT COURT
225th JUDICIAL DISTRICT
BEXAR COUNTY, TEXAS

CITATION

"THE STATE OF TEXAS"

Directed To: AGCO CORP
BY SERVING ITS REGISTERED AGENT CORPORATION SERVICE COMPANY
DBA CSC-LAWYERS INCORPORATING SERVICE COMPANY

These documents delivered by:
Patrick A Dennis PSC-13727 2/28/2022
On 8-31-2020
@ 1:00 AM/PM

"You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this CITATION and ORIGINAL PETITION AND MOTION FOR REFERRAL TO PRIVATE ARBITRATION PURSUANT TO CONTRACT, a default judgment may be taken against you." Said ORIGINAL PETITION AND MOTION FOR REFERRAL TO PRIVATE ARBITRATION PURSUANT TO CONTRACT was filed on the 20th day of August, 2020.

ISSUED UNDER MY HAND AND SEAL OF SAID COURT ON THIS 26TH DAY OF AUGUST A.D., 2020.

ZACHARY J FANUCCHI
ATTORNEY FOR PLAINTIFF
700 N SAINT MARYS ST 1825
SAN ANTONIO, TX 78205-3507



Mary Angie Garcia
Bexar County District Clerk
101 W. Nueva, Suite 217
San Antonio, Texas 78205

By: Alexandra Johnson, Deputy

HOLT TEXAS LTD
VS
AGCO CORP

Officer's Return

Case Number: 2020-CI-15823
Court: 225th Judicial District Court

I received this CITATION on _____ at _____ o'clock ____ M. and () executed it by delivering a copy of the CITATION with attached ORIGINAL PETITION AND MOTION FOR REFERRAL TO PRIVATE ARBITRATION PURSUANT TO CONTRACT the date of delivery endorsed on it to the defendant, _____ in person on the _____ at _____ o'clock ____ M. at _____ or () not executed because _____.

Fees: _____ Badge/PPS #: _____ Date certification expires: _____

_____ County, Texas
By: _____

OR: VERIFICATION OF RETURN (If not served by a peace officer) SWORN TO THIS _____

NOTARY PUBLIC, STATE OF TEXAS

OR: My name is _____, my date of birth is _____, and my address is _____ County.

I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of Texas, on the _____ day of _____, 20____.

FILED
8/20/2020 12:58 PM
Mary Angie Garcia
Bexar County District Clerk
Accepted By: Maria Jackson

act m/s
8/20

CAUSE NO. 2020CI15823

HOLT TEXAS, LTD.,
Plaintiff,

§
§
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§

IN THE DISTRICT COURT

v.

225th JUDICIAL DISTRICT

AGCO CORP.,
Defendant.

BEXAR COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION AND MOTION FOR REFERRAL
TO PRIVATE ARBITRATION PURSUANT TO CONTRACT**

COMES NOW HOLT TEXAS, LTD. ("Holt"), pursuant to Chapter 57 of the Texas Business & Commerce Code, complaining of AGCO CORP. ("Agco"), Defendant, and for cause of action would respectfully show as follows:

I. PRELIMINARY STATEMENT

1. This is a suit to compel payment for the return of a dealer's inventory of parts and other items after the termination of a dealership agreement pursuant to Chapter 57 of the Texas Bus. & Comm. Code. Plaintiff also moves for an Order by the Court to refer this matter to private arbitration in San Antonio, Bexar County, Texas.

2. This case involves claims for monetary relief over \$200,000.00 but not more than \$1,000,000.00.

II. DISCOVERY CONTROL PLAN

3. Discovery will be conducted under Level 3 under Rule 190.4, Texas Rules of Civil Procedure.

III. PARTIES

4. Plaintiff is a Texas limited partnership doing business in North and South Texas and headquartered in San Antonio, Bexar County, Texas.

5. Defendant, AGCO CORP., is a Georgia corporation duly qualified to do business in the State of Texas which may be served with citation by and through its registered agent for service of process, Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company, 211 E. 7th Street, Suite 620, Austin, Texas, 78701-3136.

IV. JURISDICTION, VENUE, AND AMOUNT IN CONTROVERSY

6. The Court has jurisdiction over the claims brought by Plaintiff herein, as the amount in controversy exceeds the minimum jurisdictional limit of this Court. The Court also has jurisdiction over the foreign Defendant because it contracted to do business in Texas, actively does business in Texas, and has purposefully availed itself to the Jurisdiction of this Court.

7. Venue in Bexar County, Texas is appropriate because the terminated dealership agreement was performable in Texas. Pleading further, Plaintiff will show venue in Bexar County, Texas, is appropriate pursuant to § 57.051 of the Tex. Bus. & Comm. Code in that Plaintiff is headquartered in Bexar County, Texas.

V. BACKGROUND

8. Since at least 2014, Plaintiff and Defendants were parties to multiple Dealer Sales and Service Agreements whereby Defendant agreed to consider Plaintiff a retail dealer for the purchase, retail sale and after-sale servicing of Defendant's products. By way of example, a true and correct copy of Plaintiff's 2014 contract with Defendant for Plaintiff's Corpus Christi location is attached hereto as **Exhibit 1**.

9. In Fall 2019, Plaintiff elected to terminate its dealership association with Defendant, as provided by the parties' contract. Plaintiff gave notice to Defendant of its intention to terminate the parties' contracts, pursuant to Chapter 57 of the TEX. BUS. & COMM. CODE and paragraph 51 of the parties' agreement.

10. On November 4, 2019 Plaintiff returned the first of several batches of parts from multiple locations to Defendant, pursuant to TEX. BUS. & COMM. CODE Chapter 57 and received credit for the return of those parts in late January or February 2020 in the amount of \$983,784.00.

11. Plaintiff returned a second batch of parts, again from multiple locations, in late April 2020 and received credit for the return of those parts in the amount of \$205,987.00 in July of 2020. However, despite several requests by Holt to make one final return of unsold parts to Defendant, purchased for 12 of its stores in north and south Texas (the "Remaining Parts") for which Plaintiff paid \$264,415.10, Defendant has failed and refused to agree to accept the return of these parts. Plaintiff estimates it is entitled to reimbursement in the amount of \$290,856.61 for these Remaining Parts pursuant to. TEX. BUS. & COMM. CODE §§ 57.353 and 57.355.

12. The parties' agreement calls for any dispute concerning the dealership agreements to be referred to private arbitration and conducted pursuant to the rules of the American Arbitration Association. In addition to the other relief requested herein, Plaintiff seeks entry of an order referring this case to private arbitration in San Antonio, Bexar County, Texas.

VI.

CAUSE OF ACTION: VIOLATION OF TEX. BUS. & COMM. CODE § 57

13. Plaintiff incorporates the allegations of paragraph 9-12 into this paragraph 13 the same as if fully set forth.

14. Defendant's refusal to pay or credit Plaintiff's account for the value of the Remaining Parts is a violation of Plaintiff's rights under TEX. BUS. & COMM. CODE §§ 57.353 and 355, which provides for the recovery of 110% of the cost of the parts upon a finding of liability. Plaintiff also seeks pre- and post-judgment interest.

15. As a result of Defendant's refusal to pay, Plaintiff has been harmed in the amount of at least \$290,856.61, for which Plaintiff now sues. Plaintiff also seeks the recovery of reasonable

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