

EXHIBIT "1"

NO. 048-219072-9-06

BOB BOUGET AND MILLIE
KAY WALKER

Plaintiffs

VS.

NATIONAL CUTTING HORSE
ASSOCIATION,

Defendant.

IN THE DISTRICT COURT

TARRANT COUNTY, TEXAS

48th JUDICIAL DISTRICT COURT

**ORDER GRANTING
PLAINTIFF[S]/[S] MOTION FOR NON-SUIT**

On November 7, 2007 the Court considered the Plaintiff[s] Motion for Non Suit and after reviewing the evidence and hearing the arguments of counsel, finds that the Motion should be **GRANTED**.

IT IS THEREFORE ORDERED that the Plaintiff[s] Motion for Non-Suit is **GRANTED** and the above-styled and numbered cause is dismissed as to NATIONAL CUTTING HORSE ASSOCIATION (NCHA), without prejudice to Plaintiff[s].

SIGNED on 24 day of November 2007..

Court's Minutes
Transaction # 17



JUDGE PRESIDING

ON 11-7-07 ALL ATTORNEYS
OF THE X PARTIES SERVED VIA
X STANDARD/CERTIFIED MAIL
X HAND DELIVERED
Cliphart, King

NO. 048-219072-9-06

BOB BOUGET AND MILLIE
KAY WALKER

Plaintiffs

VS.

NATIONAL CUTTING HORSE
ASSOCIATION,

Defendant.

IN THE DISTRICT COURT

TARRANT COUNTY, TEXAS

48th JUDICIAL DISTRICT COURT

FILED
TARRANT COUNTY
2001 NOV 20 P 4:43
ANDREA R. MILLER
DISTRICT CLERK

PLAINTIFF'S MOTION FOR NON-SUIT

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COME[S] BOB BOUGET and MILLIE KAY WALKER , as Movant[s] herein, and bring[s] this Motion for Non-Suit, and in support thereof, show[s] the court the following:

I.

Movant[s] filed the above-entitled and numbered cause against Defendant[s], NATIONAL CUTTING HORSE ASSOCIATION (NCHA).

II.

Movant[s] request[s] that the Court enter a non-suit against NATIONAL CUTTING HORSE ASSOCIATION (NCHA) without prejudice to refile same with costs of suit taxed against Movant[s].

This non-suit does not prejudice the rights of any remaining parties to the above-entitled and numbered cause.

WHEREFORE, PREMISES CONSIDERED, Movant[s] pray[s] the Court grants this motion and enters an Order granting the non-suit as requested herein, and for such other and further relief that may be awarded at law or in equity.

Respectfully submitted,



STUART R. OLIPHINT
222 W. Exchange Avenue
Fort Worth, Texas 76164
(817)626-2112
Fax No.: (817) 625-8038
State Bar No. 00789526

ATTORNEY FOR PLAINTIFF

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the above and foregoing instrument was delivered/mailed to all Counsel of Record, Pursuant to Rule 21a of the Texas Rules of Civil Procedure on this the 6th day of November, 2007.



STUART R. OLIPHINT

LAW OFFICES
GOINS, UNDERKOFER, CRAWFORD & LANGDON

A REGISTERED LIMITED LIABILITY PARTNERSHIP
RENAISSANCE TOWER
1201 ELM STREET, SUITE 4800
DALLAS, TEXAS 75270

JAMES W. MORRIS, JR.

(214) 969-5454
FAX (214) 969-5902
E-mail: jmorris@gucl.com

October 9, 2007

TRANSMITTED BY FACSIMILE and
CERTIFIED MAIL - RETURN
RECEIPT # 7006 2760 0005 6399 5340

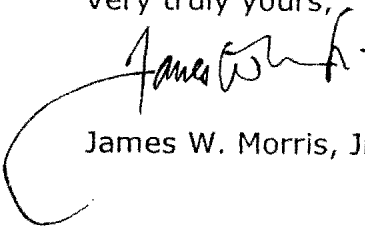
Mr. Stuart R. Oliphint
222 W. Exchange, Suite 100
Fort Worth, Texas 76106

**Re: Case No. 048-219072-06; Bob Bouget and
Millie Kay Walker vs. National Cutting Horse
Association**

Dear Mr. Oliphint:

This is to advise that the National Cutting Horse Association's Motion for Summary Judgment has been set for hearing on November 7, 2007 at 10:30 a.m. in the 48th Judicial District Court of Tarrant County, Texas.

Very truly yours,


James W. Morris, Jr.

JWM:src
04750-015/158426

cc: Clerk, 48th District Court

FILED
TARRANT COUNTY
2007 OCT 10 10:02
JUDITH A. ALDEN
DISTRICT CLERK

FD 35-00

**BOB BOUGET and MILLIE
KAY WALKER**

Plaintiffs

vs.

**NATIONAL CUTTING HORSE
ASSOCIATION,**

Defendant.

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IN THE DISTRICT COURT

TARRANT COUNTY, TEXAS

48TH JUDICIAL DISTRICT COURT

2007 OCT 11 AM 11:12
THOMAS A. WILDE
DISTRICT CLERK
TARRANT COUNTY

**DEFENDANT NATIONAL CUTTING HORSE ASSOCIATION'S
SPECIAL EXCEPTIONS, AND ORIGINAL ANSWER TO PLAINTIFFS'
FIRST AMENDED ORIGINAL PETITION AND ORIGINAL COUNTERCLAIM**

Defendant National Cutting Horse Association (the "NCHA") specially
excepts to and answers the First Amended Original Petition filed by Plaintiffs as
follows:

I.

Exception to and Request for Dismissal of All of Plaintiff's Claims

Plaintiffs purport to state claims against the NCHA for Declaratory
Judgment, Defamation, Negligent Misrepresentation, Breach of Contract, and
Violations of the DTPA. All of those claims arise from and relate to procedures
concerning suspension of Plaintiffs' membership under the NCHA rules. Plaintiffs
contractually agreed to be bound by the rules and regulations of the NCHA.
Plaintiffs were provided the process specifically provided for in the Constitution, By-
Laws and other rules and regulations promulgated by the NCHA to which Plaintiffs
agreed to be bound. At numerous times during the course of those proceedings,
Plaintiffs again agreed to be bound by the decision of the NCHA committees. The
NCHA has rendered its decision on the claims against Plaintiffs pursuant to and in

LOGANED Page 1

accordance with those rules. Plaintiffs simply complain of the results of those proceedings. Such complaints by Plaintiffs run afoul of the policy precluding judicial intervention in the affairs of a private association which is followed in the State of Texas.

Accordingly, Plaintiffs have failed to state any claim against the NCHA for which relief can be granted and all of Plaintiffs' claims should be dismissed, for which relief the NCHA prays judgment of the Court.

II.

Plea in Abatement

Subject to, and without waiver of, the foregoing request for dismissal of all of Plaintiffs' claims, the NCHA makes this plea in abatement and would respectfully show the Court as follows:

This cause must be abated for a period of 60 days because Plaintiffs wholly failed to give written notice providing reasonable detail of the Plaintiffs' specific complaint and the amount of economic damages, damages for mental anguish, and expenses, including attorney's fees, if any, reasonably incurred by the Plaintiff in asserting the claim against the Defendant, as required by Business Commerce Code Section 17.505.

WHEREFORE, the NCHA requests that this suit be abated until 60 days after a proper notice is served and for such other and further relief to which Defendant may be justly entitled.

III.

Special Exceptions for Pleading Deficiencies

Subject to, and without waiver of, the foregoing request for dismissal and plea in abatement, the NCHA specially excepts to the following additional pleading deficiencies contained in the Petition.

1. Special Exceptions to Section A – Breach of Contract

Section A of the Amended Petition purports to state a claim by Plaintiff against the NCHA for breach of contract. However, Plaintiffs have failed to specify how the NCHA has allegedly “wrongfully applied its Rules and Regulations in an inconsistent manner” as alleged by Plaintiffs. Unless Plaintiffs are required to replead such allegations with specificity, the NCHA is unable to adequately prepare its defenses to such allegations. Accordingly, the NCHA requests the Court to order Plaintiffs to replead the factual basis for their breach of contract claim to provide the NCHA with fair notice of the claims being asserted against it or have such claims stricken.

2. Special Exceptions to Section B - Violations of DTPA

Section B of the Amended Petition fails to state a claim against the NCHA for violation of the DTPA upon which relief may be granted. Plaintiffs’ pleading on its face reveals that Plaintiffs’ claims are simply for alleged breaches of contract by the NCHA. Such claims do not support a claim made under the DTPA. Further, the allegations fail to state any factual basis recognized in law that would create any DTPA liability on the part of the NCHA. The claim should be stricken, for which relief the NCHA prays judgment of the Court.

3. Special Exceptions to Section C – Negligent Misrepresentation

The NCHA specially excepts and objects to the allegations contained in Section C of the Amended Petition against the NCHA for negligent misrepresentation. Plaintiffs’ pleading on its face reveals that Plaintiffs’ claims are simply for alleged breaches of its contract with the NCHA. Such claims do not support a cause of action for negligent misrepresentation. Plaintiffs have failed to

state a claim against the NCHA for negligent misrepresentation upon which relief can be granted. Such claim should be stricken, for which relief the NCHA prays judgment of the Court. Alternatively, the allegations fail to state what alleged misrepresentations were made by the NCHA. Accordingly, the NCHA requests the Court to order Plaintiffs to replead the factual basis for their negligent misrepresentation claims to provide the NCHA with fair notice of the claims being asserted against it or to have such claims stricken.

4. Special Exceptions to Section D - Defamation

Section D of the Amended Petition purports to state a claim by Plaintiffs against the NCHA for defamation. However, Plaintiffs have failed to specify what defamatory statements were made by the NCHA; when they were made; and to whom they were made. Unless Plaintiffs are required to replead such allegations with specificity, the NCHA is unable to adequately prepare its defenses to such allegations. Accordingly, the NCHA requests the Court to order Plaintiffs to replead the factual basis for such claims to provide the NCHA with fair notice of the claims being asserted against it or to have such claims stricken.

5. Special Exceptions to Section E - Declaratory Judgment

The NCHA specially excepts and objects to the allegations contained in Section E of the Amended Petition against the NCHA for declaratory judgment reinstating Plaintiffs' membership status. However, this Court does not have jurisdiction to replace the judgment of the NCHA's governing body in such matters with the judgment of the Court. For this additional reason, Plaintiffs have failed to state a claim against the NCHA for fraud upon which relief can be granted. Such claim should be stricken, for which relief the NCHA prays judgment of the Court.

IV.
Original Answer

Subject to and without waiver of the foregoing request for dismissal, plea in abatement, and special exceptions the NCHA answers the Amended Petition of Plaintiffs as follows:

1. General Denial

The NCHA denies each and every, all and singular, the allegations contained in Plaintiffs' First Amended Original Petition and demands strict proof thereof.

Affirmative Defenses

2. By way of further answer, if such be necessary, the NCHA would show that Plaintiffs have failed to state any cause of action against the NCHA for breach of contract, violations of DTPA, negligent misrepresentation, defamation, and/or declaratory judgment upon which relief can be granted.

3. By way of further answer, if such be necessary, the NCHA would show that Plaintiffs' claims against it are barred by the doctrine of estoppel.

4. By way of further answer, if such be necessary, the NCHA would show that Plaintiffs' claims are barred by the doctrine of waiver.

5. By way of further answer, if such be necessary, the NCHA would show that Plaintiffs' claims are barred for defamation, negligent misrepresentation and violations of the DTPA by the applicable statutes of limitation.

6. By way of further answer, if such be necessary, the NCHA would show that to the extent that Plaintiffs seek relief in equity, such claims are barred by the doctrine of unclean hands.

WHEREFORE, PREMISES CONSIDERED, the NCHA prays that the Court sustain the special exceptions as requested herein, that Plaintiffs' claims be

dismissed, that Plaintiffs take nothing by way of her petition and for such other and further relief, at law and in equity, to which the NCHA is justly entitled.

IV.

Original Counterclaim

Subject to, and without waiver of the foregoing request for dismissal, the NCHA files this Original Counterclaim against Plaintiffs Bob Bouget ("**Bouget**") and Millie Kay Walker ("**Walker**") and would respectfully show as follows:

1. Plaintiffs have already appeared in this matter and may be served with process by serving their attorney of record.

2. On September 24, 2007 Plaintiffs filed suit against the NCHA claiming that the NCHA had breached its contract with Plaintiffs and had also committed negligent misrepresentations, defamation and had violated the DTPA.

3. All of Plaintiffs' claims arise from suspension of their membership privileges which resulted from grievance proceedings, and appeals of those proceedings, brought against Plaintiffs as members of the NCHA. The proceedings that form the basis of Plaintiffs' complaints were conducted under the rules of the NCHA and in accordance with those rules..

4. Plaintiffs, as members of the NCHA, agreed to be bound by the rules and regulations promulgated by the NCHA. Rule 41 of the NCHA provides:

"If any member institutes litigation in which the association is included as defendant in an effort to recover damages, to overturn enforcement or interpretation of the Constitution, By-Laws, Rules or Regulations, or for any other reason whatsoever, and does not prevail in said litigation by the recovery of all relief requested, said member shall be liable to the Association for its attorneys' fees, costs of court, and other expenses incurred in connection with such litigation. Venue for any litigation in which the Association is included as a defendant shall be Tarrant County, Texas."

5. Further, Rule 38(e) of the NCHA rules provides:

"The decision of the executive committee shall be final and binding on all parties."

Despite this rule, and Plaintiffs' repeated agreement to abide by the NCHA rules, Plaintiffs have refused to accept the decisions of the NCHA and have filed this suit challenging those decisions.

COUNT ONE

Declaratory Judgment

6. Paragraphs 1 through 5 of this counterclaim are incorporated by reference.

7. Pursuant to Chapter 37 of the Texas Civil Practice & Remedies Code, NCHA requests the Court to declare that: (i) Plaintiffs agreed to abide by the NCHA rules; (ii) the NCHA rules and findings made under those rules are binding on Plaintiffs; (iii) Plaintiffs filed suit against the NCHA based on membership suspensions levied by the NCHA; and (iv) Plaintiff did not prevail in his suit against the NCHA.

COUNT TWO

Attorneys' Fees

8. Paragraphs 1 through 7 are incorporated by reference.

9. Pursuant to Chapter 38 of the Texas Civil Practice and Remedies Code, and Rule 41 of the NCHA Rules, the NCHA requests that it recover its reasonable and necessary attorneys' fees incurred in this action from Plaintiffs.

WHEREFORE, PREMISES CONSIDERED, Defendant the NCHA respectfully requests that it be granted the relief requested herein, along with pre and post judgment interest on all monetary awards at the highest rate allowed by law and for such other and further relief to which the NCHA may be justly entitled.

Respectfully submitted,



E. Eldridge Goins, Jr.

State Bar No. 08069500

James W. Morris, Jr.

State Bar No. 14487600

**GOINS, UNDERKOFER, CRAWFORD
& LANGDON, L.L.P.**

1201 Elm Street, Suite 4800

Dallas, Texas 75270

(214) 969-5454


(214) 969-5902 (Fax)

Attorneys for Defendant

**NATIONAL CUTTING HORSE
ASSOCIATION**

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

On this day Jeff Hooper personally appeared before me, the undersigned Notary Public, and after being duly sworn stated under oath that he is the Executive Director of the NCHA; that he has read the Plea in Abatement contained in Section II of this pleading and that the factual statements contained in the Plea in Abatement are within his personal knowledge and are true and correct.




JEFF HOOPER

SUBSCRIBED AND SWORN TO BEFORE ME on this 8th day of October 2007.

My commission expires:

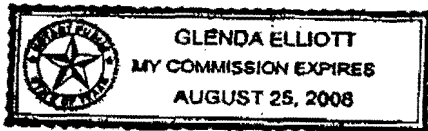
8/25/2008



Notary Public, State of Texas

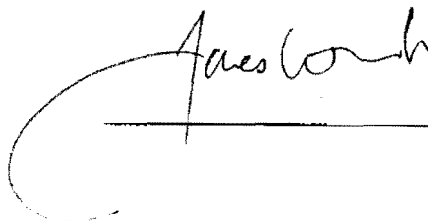
Glenda Elliott

Stamped or Printed Name of Notary



CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been sent to all counsel of record, pursuant to Rule 21a of the Texas Rules of Civil Procedure, on this the 8th day of October 2006.



LAW OFFICES
GOINS, UNDERKOFER, CRAWFORD & LANGDON
A REGISTERED LIMITED LIABILITY PARTNERSHIP
RENAISSANCE TOWER
1201 ELM STREET, SUITE 4800
DALLAS, TEXAS 75270

JAMES W. MORRIS, JR.

(214) 969-5454
FAX (214) 969-5902
E-mail: jwmorris@gucl.com.

October 8, 2007

HAND DELIVERED

Daletia Cunningham, Clerk
48th Judicial District Court
Justice Center, 8th Floor - West
401 Belknap
Fort Worth, Texas 76196

FILED
TARRANT COUNTY
2007 OCT -8 AM 11:12
THOMAS A. WILDER
DISTRICT CLERK

**Re: Cause No. 048-219072-06; Bob Bouget and
Millie Kay Walker vs. National Cutting Horse
Association**

Dear Ms. Cunningham:

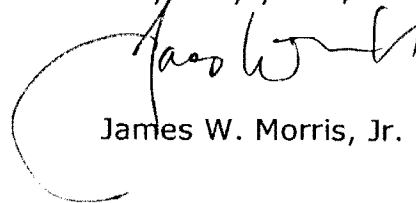
Enclosed are the following documents:

1. The original and two copies of Defendant National Cutting Horse Association's Special Exceptions, and Original Answer to Plaintiffs' First Amended Original Petition and Original Counterclaim; and
2. The original and two copies of Defendant National Cutting Horse Association's Motion for Summary Judgment.
3. My firm's check in the amount of \$35.00 payable to the District Clerk of Tarrant County for your fee for filing the counterclaim.

Please file the original documents with the papers in this cause and return file-marked copies to my messenger.

Thank you for your assistance in this regard.

Very truly yours,



James W. Morris, Jr.

JWM/src - 04750-015/158355

cc: (via certified mail - return
receipt requested)
Mr. Hubert Bell, Jr.

evidence establishes that the NCHA is entitled to judgment as a matter of law on all claims made against it by Plaintiffs.

No breach of contract has occurred. Plaintiffs agreed to be bound by the rules of the NCHA as part of his membership in that organization. Further, as part of their participation in the grievance process, Plaintiffs again agreed to be bound by the NCHA rules for grievance resolution procedures. The summary judgment evidence shows that the NCHA followed all procedures provided for in its rules when it considered the grievances filed against Plaintiffs. The suspensions received by Plaintiffs were also prescribed by the rules of the NCHA. If there has been any breach of contract here, it has been Plaintiffs' filing of this lawsuit rather than abiding by the findings of the grievance committees, a condition to which they agreed as part of their membership.

Further, as shown herein, Plaintiffs' claims for negligent misrepresentation, defamation and violation of the DTPA are barred by the applicable statutes of limitation. Accordingly, those claims must also fail as a matter of law.

For all the foregoing reasons, the NCHA is entitled to judgment against Plaintiffs on all of their claims as a matter of law.

II.

The NCHA bases this Motion on the pleadings on file in this case and the Affidavits of Jeff Hooper (the "**Hooper Affidavit**") and James W. Morris, Jr. (the "**Morris Affidavit**") which are attached hereto as **Exhibits "1"** and **"2"** respectively. The NCHA further requests the court to take judicial notice of the documents in its file on this case.

**BOB BOUGET and MILLIE KAY
WALKER**

Plaintiffs,

vs.

**NATIONAL CUTTING HORSE
ASSOCIATION**

Defendant.

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IN THE DISTRICT COURT

TARRANT COUNTY, TEXAS

48TH JUDICIAL DISTRICT

**DEFENDANT NATIONAL CUTTING HORSE
ASSOCIATION'S MOTION FOR SUMMARY JUDGMENT**

Defendant National Cutting Horse Association (the "NCHA") files this Motion for Summary Judgment on all claims stated against it by Plaintiff as follows:

I.

Preliminary Statement

The NCHA is a Texas non-profit corporation which, as a private association, is allowed to develop, interpret and enforce its own rules without court intervention so long as it does not act arbitrarily.

The claims by Plaintiffs against the NCHA for breach of contract, negligent misrepresentation, defamation and violations of the DTPA all arise from disciplinary proceedings brought against Plaintiffs for rule violations that occurred in 2004 and 2005 . After notice and hearing, the NCHA levied suspensions against Plaintiffs based upon such rule violations. All hearings and process relating to those suspensions were handled in accordance with NCHA rules. The summary judgment

FILED
TARRANT COUNTY
2007 OCT - 8 AM 11:11
THOMAS A. WILDER
DISTRICT CLERK

SCANNED

P.O. Box 2164, Covington, Louisiana 70434
 Office/Mobile (985) 630-3500
 Email: rick.dennis@windrivercompanyllc.com
 Web: www.windrivercompanyllc.com

INVOICE

DATE	INVOICE NUMBER	DIVISION
May 25, 2009	E-25-2009-1064	WIND RIVER SECURITY & INVESTIGATIONS LLC

CLIENT

BOB BOUGET
CHURCH POINT, LOUISIANA; and
ATTORNEY OF RECORD GERMAIN WILLIAMS - CROWLEY, LA.
BOB BOUGET AND MILLIE KAY WALKER V NATIONAL CUTTING HORSE ASSOCIATION; and
NATIONAL CUTTING HORSE ASSOCIATION MOTIONS FOR SUMMARY JUDGEMENT AND
COUNTER CLAIM, TARRANT COUNTY COURT HOUSE, FORT WORTH, TEXAS:
MAY 20, 21, 22, & 23, 2009. (RECORDS EXTRACTION FOR FAILURE OF BOB BOUGET TO
RECEIVE SAME FROM TEXAS ATTORNEY OF RECORD STUART OLIPHANT.

BILLING INFORMATION

SERVICES	QUANTITY + EXPENSES	RATE	PREVIOUS BALANCE	PAYMENTS	TOTAL
RECORD EXTRACTION DELIVERED 05/22/09.	1 CASE FILE	ACTUAL INCURRED	0	0	
END OF SERVICES		FUEL			240.34
		FOOD			49.31
		RECORDS			20.00
		PARKING			4.00
		AUTO			24.90
		2 STUDS BOARDING			120.00
		LOSS OF TRAINING REVENUE 3 DAYS @ 180.64 PER DAY			541.93
		TOTAL			1,000.48

PAYMENT TERMS

PAYMENT TERMS (15) DAYS NET, EXCEPT WHERE SPECIFIED BY OTHER ARRANGEMENTS OR CONTRACTURAL TERMS AS SETFORTH THEREIN.



FedEx Kinko's
Office and Print Center

Fax Cover Sheet

Date 5/28/09

Number of pages 2 (including cover page)

To:

From:

Name Bob Bougel

Name Rick Dennis

Company Budget Cutting

Company Wind River Segway

Telephone 337-581-7524

Telephone 925-630-3500

Fax 337-684-6322

Comments Tarrant County records extracted.


7 90363 00711 1
Fax - Local Send


7 90363 00714 2
Fax - Domestic Send


7 90363 01476 8
DOMESTIC Send Addl Pages


7 90363 00720 3
Fax - International Send

fedexkinkos.com 1.800.GoFedEx 1.800.463.3339

7005 1820 0005 4064 3108

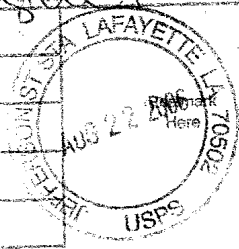
For delivery information visit our website at www.usps.com

Bob Boughey ALS E

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Post to: **Debra / Mike Mowery**
 Street, Apt. No. or PO Box No. **1898 Wilson Blvd Rd**
 City, State, ZIP+4 **Mullisap, TX 76066**

US Form 3811, June 2002 See reverse for instructions



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

National Cutting Horse
 through its president:
 Mike Mowery
 1898 Wilson Blvd Rd
 Mullisap, TX 76066

2. Article Number (Transfer from service label) **7005 1820 0005 4064 3108**

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee
Mike Mowery

B. Received by (Printed Name) **MURLENE MOWERY** C. Date of Delivery **8-24-06**

D. Is delivery address different from Item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
- | | |
|---|--|
| <input type="checkbox"/> Certified Mail | <input type="checkbox"/> Express Mail |
| <input type="checkbox"/> Registered | <input checked="" type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Insured Mail | <input type="checkbox"/> C.O.D. |
4. Restricted Delivery? (Extra Fee) Yes