

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
(NORTHERN DIVISION)**

**CONOCOPHILLIPS COMPANY
925 North Eldridge Parkway
Houston, Texas 77079**

Plaintiff,

v.

**TROY HOLLAND
1501 King William Drive
Catonsville, Maryland 21228**

AND

**HIC ENERGY PARTNERS, LLC
5937 Belair Road, Suite 101
Baltimore, Maryland 21208
Serve on:
LEGALINC CORPORATE SERVICES INC.
4801 Lang Avenue NE, Suite 110,
Albuquerque, New Mexico, 87109**

Defendants.

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**VERIFIED COMPLAINT FOR INJUNCTIVE RELIEF
AND COMPENSATORY DAMAGES**

EXHIBIT A

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TROY HOLLAND
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AND

HIC ENERGY PARTNERS, LLC
5937 Belair Road, Suite 101
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Defendants.

* * * * *

**AFFIDAVIT OF CAROLINE A. HINZE IN SUPPORT OF
PLAINTIFF CONOCOPHILLIPS COMPANY'S
MOTION FOR TEMPORARY INJUNCTIVE RELIEF**

I, Caroline A. Hinze, state:

1. I am over 18 years of age and competent to testify to the matters stated herein.
2. I am employed by ConocoPhillips Company ("ConocoPhillips") as a Settlements Analyst.
3. I have been employed by ConocoPhillips since June 2017 and was assigned to the contract between ConocoPhillips and HIC Energy Partners ("HIC Partners") during the time period relevant to the allegations in this Complaint.

4. I have had monthly communication with Troy Holland of HIC Partners since I started in this role in September 2018.

5. HIC Partners received a brokerage fee from ConocoPhillips for arranging monthly gas sales to third parties, including CenterPoint Energy. Those third parties pay ConocoPhillips directly for gas deliveries and ConocoPhillips pays HIC Partners a brokerage fee.

6. The parties have been engaged in this arrangement since about June 2017. Brokerage fees that ConocoPhillips paid to HIC Partners during this time period averaged approximately \$600 per month.

7. Due to a payment processing error on or about June 26, 2019, ConocoPhillips' accounting system showed two separate payments made from CenterPoint to ConocoPhillips, indicating an overpayment in the amount of \$1,367,843.49.

8. I contacted HIC Partners' purported chief executive officer, Troy Holland, on June 28, 2019, by email, explained the situation and asked where payment should be sent, intending for the believed overpayment to be refunded to CenterPoint.

9. On July 1, 2019, Troy Holland insisted ConocoPhillips route the payment through HIC Partners, which would make the payment to CenterPoint, because Holland was the intermediary between ConocoPhillips and CenterPoint for this transaction.

10. After my request for an invoice for such transfer, Mr. Holland, on behalf of HIC Partners, created and provided a false invoice to ConocoPhillips on July 1, 2019 via email at 8:41 a.m.

11. On July 2, 2019, ConocoPhillips deposited \$1,367,843.49 (the "Payment") into HIC Partners' E*Trade account as directed, following my entry into our accounting system (SAP) on July 1, 2019.

12. On July 3, 2019, I learned that an accounting error had been made.

13. CenterPoint did not overpay ConocoPhillips and the \$1,367,843.49 was a proper payment for sales unrelated to HIC Partners.

14. I sent an email to Mr. Holland on July 3, 2019 at 2:40 p.m. explaining there was an error and not an overpayment. I asked Mr. Holland to return the money to ConocoPhillips.

15. On July 5, Mr. Holland responded by email stating, "Ok I'll take care of it Monday," July 8, 2019. In response, I reiterated the money was to be sent back to ConocoPhillips, not CenterPoint, to which Mr. Holland replied, "Understood."

16. Mr. Holland did not return the Payment on July 8, 2019, or any time thereafter.

17. I sent several emails to Mr. Holland, including one on July 8, 2019, and July 15, 2019. Those two emails received an autoreply stating: "I will be out of the office on PTO through Monday July 15th. I will have very limited access to email while out so please expect a delayed response. Troy Holland HIC Energy 410.914.7161 www.hicenergy.com."

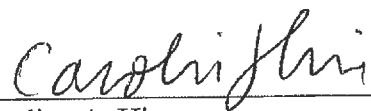
18. I and other colleagues at ConocoPhillips have been unable to successfully contact Mr. Holland since July 5, 2019.

19. Holland created and submitted the false invoice on behalf of HIC Partners that instructed the Payment be made to HIC Partners' E*Trade account.

20. The Payment has never been returned to ConocoPhillips or paid to CenterPoint.

I AFFIRM UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed in Harris County, Texas on the 11 day of November, 2019.



Caroline A. Hinze

SUBSCRIBED AND SWORN TO before me on the 11th day November, 2019.

Maria V. Newton
Notary Public in and for the State of Texas
My commission expires: 5.11.2022

