

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

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

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**Plaintiff,**

\*

**v.**

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**Case No.:** \_\_\_\_\_

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

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**AND**

\*

**HIC ENERGY PARTNERS, LLC  
5937 Belair Road, Suite 101  
Baltimore, Maryland 21208**

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**Serve on:**

**LEGALINC CORPORATE SERVICES INC.  
4801 Lang Avenue NE, Suite 110,  
Albuquerque, New Mexico, 87109**

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**Defendants.**

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

Plaintiff, ConocoPhillips Company (“ConocoPhillips”), by its attorneys, hereby files this Complaint against Troy Holland (“Mr. Holland”) and HIC Energy Partners, LLC (“HIC Partners”), and alleges as follows:

**PARTIES**

1. Plaintiff ConocoPhillips is a Delaware corporation with its principal place of business in Houston, Texas.

2. Troy Holland, a natural person, is a citizen of the State of Maryland.

3. Defendant HIC Partners is a New Mexico limited liability company with a principal place of business in the State of Maryland.<sup>1</sup>

4. ConocoPhillips alleges upon information and belief that none of the members of HIC Partners are citizens of Delaware or Texas.

### **JURISDICTION**

5. Complete diversity exists between the Plaintiff, ConocoPhillips, and the Defendants. The amount in controversy exceeds \$75,000.00. Thus, this Court has jurisdiction over this action pursuant to 28 U.S. Code § 1332.

6. This Court has personal jurisdiction over Troy Holland and HIC Partners pursuant to Md. Cts. & Jud. Proc. Code § 6-102.

7. Venue is proper in the Northern Division, District of Maryland pursuant to 28 U.S.C. § 1391.

### **FACTS**

8. HIC Partners is broker of natural gas and is certified as a minority business enterprise (“MBE”). As of December 4, 2017, HIC Partners’ qualification to transact business in Maryland was forfeited for failure to file property tax returns, according to the Maryland State Department of Assessments and Taxation.

9. CenterPoint Energy Resources Corp. (“CenterPoint”) is a domestic energy delivery company that includes natural gas distribution and energy services operations.

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<sup>1</sup> HIC Energy Partners, LLC, registered to do business in Maryland as HIC Energy, LLC. It advised ConocoPhillips of its name change to HIC Energy Partners, LLC in 2017. It identifies itself as HIC Energy Partners, LLC, located at 5937 Belair Road, Suite 101, Baltimore, MD 21206, in all contracts and invoices provided to ConocoPhillips.

10. CenterPoint purchased natural gas from ConocoPhillips brokered by HIC Partners. The product was provided by ConocoPhillips to CenterPoint, and CenterPoint made payment directly to ConocoPhillips for the natural gas.

11. As part of the brokerage arrangement, ConocoPhillips and HIC Partners entered into a contract dated May 6, 2016; Mr. Holland signed the contract on behalf of HIC Partners.

12. HIC Partners states its address on invoices and the contract between the parties as 5937 Belair Road, Suite 101, Baltimore, Maryland 21206.

13. HIC Partners received a brokerage fee from ConocoPhillips for arranging monthly gas sales to CenterPoint. Payment for HIC Partners' services was included in CenterPoint's payments to ConocoPhillips, which then was provided by ConocoPhillips to HIC Partners. Affidavit of Caroline A. Hinze ("Hinze Aff.") ¶ 5 (a copy of Ms. Hinze's affidavit is attached hereto as **Exhibit A**).

14. HIC Partners' average brokerage fee was approximately \$600. *See Exhibit A.* ¶ 6.

15. 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. *See Exhibit A.* ¶ 7.

16. A ConocoPhillips employee, Caroline Hinze, 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. *See Exhibit A.* ¶ 8.

17. On July 1, 2019, at approximately 8:24 a.m., via telephone, 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. *See Exhibit A. ¶ 9.*

18. Following a 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. *See Exhibit A. ¶ 10. See also Exhibit B.*

19. On July 2, 2019, ConocoPhillips deposited a payment of \$1,367,843.49 (the “Payment”) to or in HIC Partners’ E\*Trade account as directed, following Ms. Hinze’s entry into ConocoPhillips’ accounting system on July 1, 2019. *See Exhibit A. ¶ 11. See also Exhibit C.*

20. On July 3, 2019, ConocoPhillips learned that an accounting error had been made. CenterPoint did not overpay ConocoPhillips and the \$1,367,843.49 was a proper payment for sales unrelated to HIC Partners. *See Exhibit A. ¶¶ 12-13.*

21. Ms. Hinze sent an email to Mr. Holland on July 3, 2019 at 2:40 p.m. explaining there was an error and not an overpayment and asked for the payment to be returned to ConocoPhillips. *See Exhibit A. ¶ 14. See also Exhibit D.*

22. On Friday, July 5, Mr. Holland responded by email stating, “Ok I’ll take care of it Monday,” July 8, 2019. *See Exhibit A. ¶ 15.*

23. Ms. Hinze replied to Mr. Holland’s email on July 5, 2019, at 5:26 p.m., and reiterated the money was to be sent back to ConocoPhillips, not CenterPoint. *See Exhibit A. ¶ 15.*

24. Mr. Holland indicated by email approximately an hour later, at 6:27 p.m., that he understood the money should be returned to ConocoPhillips. *See Exhibit A. ¶ 15. See also Exhibit E.*

25. Mr. Holland did not return the Payment on Monday, July 8, 2019, or any time thereafter. *See Exhibit A. ¶ 16.*

26. Mr. Holland has never provided the Payment to CenterPoint. *See Exhibit A.* ¶ 20.

27. ConocoPhillips has been unable to successfully contact Mr. Holland since July 5, 2019, due to Mr. Holland's evasion. *See Exhibit A.* ¶ 18.

28. On July 8, 2019, Ms. Hinze emailed Mr. Holland requesting payment status. She 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." *See Exhibit A.* ¶ 17.

29. Ms. Hinze sent an email on July 15, 2019 at 3:34 p.m. asking when ConocoPhillips could expect the payment. She 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." *See Exhibit A.* ¶ 17.

30. All attempts by ConocoPhillips employees to reach Mr. Holland since July 5, 2019, have been unsuccessful, including phone calls on July 16, 2019, at 9:46 a.m., July 17, 2019, at 2:49 p.m., and July 22, 2019, at 3:10 p.m.

31. On July 22, 2019, a ConocoPhillips employee, Jeff Cardiff, spoke to Blaine Wicklein, Director of Business Development for HIC Partners, in an effort to contact Mr. Holland. Affidavit of Van M. Kasmiroski ("Kasmiroski Aff.") ¶ 13 (a copy of Mr. Kasmiroski's affidavit is attached hereto as **Exhibit F**).

32. Mr. Wicklein stated he would ask Mr. Holland to contact ConocoPhillips.

33. Mr. Holland did not contact ConocoPhillips and several further attempts to reach Mr. Wicklein were unsuccessful.

34. Upon information and belief, Mr. Wicklein no longer works at HIC Partners.

35. Upon information and belief, HIC Partners' Twitter account is no longer active. *See Exhibit F. ¶ 10.*

36. At the end of July 2019, a written demand letter was sent to Mr. Holland. There was no response to the letter. *See Exhibit G.*

37. On or about August 9, 2019, ConocoPhillips's Lower 48 Security Program Manager reported the incident on behalf of ConocoPhillips to a special agent with the Federal Bureau of Investigation ("FBI"). The FBI turned the case over to the Department of Justice, which, upon information and belief, has begun an investigation into the matter. *See Exhibit F. ¶¶ 14-15.*

### **COUNT I – Intentional Misrepresentation**

38. Plaintiff incorporates paragraphs 1 through 37 as though fully set forth herein.

39. Mr. Holland is HIC Partners' chief executive officer and has authority to act on behalf of HIC Partners. Mr. Holland was ConocoPhillips' point of contact in its transactions with HIC Partners.

40. Mr. Holland, on behalf of himself and HIC Partners, made a fraudulent representation to ConocoPhillips when he sent a false invoice for the Payment by email on July 1, 2019.

41. Mr. Holland knew this representation was fraudulent as neither he nor HIC Partners was entitled to the Payment. He knew the false invoice was fraudulent as he created it only after learning there was an alleged overpayment. Mr. Holland further stopped all communications with ConocoPhillips after the request to return the money.

42. Mr. Holland, on behalf of himself and HIC Partners, made a second fraudulent representation to ConocoPhillips when he stated he would provide the Payment to CenterPoint.

43. Mr. Holland knew this representation was fraudulent as he quickly stopped all communication and did not send the Payment to CenterPoint.

44. Mr. Holland intended ConocoPhillips rely on this misrepresentation so that it would transfer the Payment into HIC Partners' financial account.

45. ConocoPhillips was involved in approximately twenty-five (25) previous transactions with Mr. Holland and HIC Partners. There never had been issue regarding lack of contact or dishonesty between the parties before July 1, 2019. ConocoPhillips therefore reasonably relied on Mr. Holland's representations.

46. ConocoPhillips suffered damages in the amount of \$1,367,843.49 as a result of its reasonable reliance on Mr. Holland's misrepresentation.

**COUNT II - Texas Theft Liability - Tex. Civ. Prac. & Rem. Code § 134.003**

47. Plaintiff incorporates paragraphs 1 through 46 as though fully set forth herein.

48. Mr. Holland committed theft, on behalf of himself and HIC Partners, when he orchestrated a transfer of the Payment into HIC Partners' E\*Trade financial account by presenting a fraudulent invoice to ConocoPhillips for the deposit.

49. ConocoPhillips transferred the money to HIC Partners' E\*Trade account with the intention and understanding that the money would then be transferred to Centerpoint, as the parties previously agreed.

50. The Payment is ConocoPhillips' lawful property.

51. Holland and HIC Partners appropriated ConocoPhillips' property when they failed to provide the money to CenterPoint or return it to ConocoPhillips.

52. They did so without ConocoPhillips' consent and with the intent to deprive them of their property.

53. Mr. Holland has deprived ConocoPhillips of its property by refusing to return the money since July 2019.

54. Mr. Holland had the intent to deprive ConocoPhillips the moment he created and presented to ConocoPhillips a fraudulent invoice.

55. ConocoPhillips has and continues to incur costs and attorneys' fees in its efforts to collect its money.

### **COUNT III – Unjust Enrichment**

56. Plaintiff incorporates paragraphs 1 through 55 as though fully set forth herein.

57. Mr. Holland and HIC Partners accepted deposit in the amount of \$1,367,843.49 into its E\*Trade account.

58. Mr. Holland and HIC Partners knew they were receiving benefits from ConocoPhillips, and confirmed receipt of such, but knew they were not entitled to this benefit.

59. ConocoPhillips' completed the transaction for the sole purpose of returning what it believed to be an overpayment to Centerpoint.

60. Upon learning of the accounting error, ConocoPhillips explained the mistake and requested Mr. Holland return the money to ConocoPhillips.

61. Mr. Holland's and HIC Partners' acceptance and retention of such benefits is inequitable without the repayment of the amounts paid by ConocoPhillips.

62. Allowing Mr. Holland and HIC Partners to retain such benefits would constitute unjust enrichment of Mr. Holland HIC Partners at the expense of ConocoPhillips.

### **COUNT IV - Accounting**

63. Plaintiff incorporates paragraphs 1 through 62 as though fully set forth herein.



64. Mr. Holland and HIC Partners are under a legal duty to account for ConocoPhillips' money.

65. Mr. Holland and HIC Partners were compelled to render an account of the Payment.

66. Mr. Holland and HIC Partners have failed to render such account and have avoided contact with ConocoPhillips since July 2019.

#### **COUNT V – Civil Conspiracy**

67. Plaintiff incorporates paragraphs 1 through 66 as though fully set forth herein.

68. Mr. Holland and HIC Partners combined, associated, agreed, mutually undertook and concerted together to steal and misappropriate ConocoPhillips' funds and to facilitate and assist HIC Partners in defrauding ConocoPhillips, as aforesaid.

69. Mr. Holland and HIC Partners combined, associated, agreed, mutually undertook and concerted together to steal and misappropriate ConocoPhillips' funds, through participating in the submission of a fraudulent invoice on July 1, 2019, and refusal to return the Payment, both of which constituted wrongful theft and misappropriation of ConocoPhillips' funds.

70. As a direct and proximate result of Mr. Holland's and HIC Partners' conspiracy, ConocoPhillips suffered damages in excess of \$1,367,843.49.

71. Mr. Holland's and HIC Partners' conspiracy, actions, and conduct demonstrate their actual malice and were brought about by evil motive, intent to injure, and fraud. Mr. Holland and HIC Partners had actual notice of what they were doing and had a conscious and deliberate disregard for the foreseeable harm their concerted actions would cause.

#### **COUNT VI – Constructive Trust**

72. Plaintiff incorporates the allegations in paragraphs 1 through 71 as though fully set forth herein.

73. Mr. Holland and HIC Partners received ConocoPhillips' funds by theft, misappropriation, fraud, and other improper methods and means.

74. ConocoPhillips has a good equitable claim to any assets or properties, real and personal, that can be found to have been received by Mr. Holland and HIC Partners, or obtained by them, as a result of the funds stolen from ConocoPhillips.

75. Under the circumstances, it would be inequitable to allow Mr. Holland or HIC Partners to retain the funds stolen from ConocoPhillips, or any assets obtained therewith, and a constructive trust should be imposed upon such funds and assets in favor of ConocoPhillips as beneficiary.

#### **PRAYER FOR RELIEF**

WHEREFORE Plaintiff respectfully requests that this Court provide the following relief:

a. Temporarily, preliminarily, and permanently enjoin Troy Holland, and anyone acting on his behalf, from transferring, using, or dispersing any funds in any financial account over which he has control;

b. Temporarily, preliminarily, and permanently enjoin HIC Energy Partners, LLC, and anyone acting on its behalf, from transferring, using, or dispersing any funds in any financial account over which it has control;

c. Grant Plaintiff expedited discovery against Mr. Holland and HIC Partners, and third parties that may have relevant material information to identify attachable assets;

d. Charge upon Mr. Holland and HIC Partners a constructive trust for the benefit of ConocoPhillips with respect to any assets and properties that can be traced to the funds stolen from ConocoPhillips; Order Mr. Holland and HIC Partners, as constructive trustees, to convey to

ConocoPhillips all assets and properties that can be traced to the funds stolen from ConocoPhillips; and Order Mr. Holland and HIC Partners to pay ConocoPhillips' attorneys' fees and costs incurred herein.

e. Award Plaintiff compensatory damages in the amount of \$1,367,843.49, prejudgment and post judgment interest, and punitive damages; and

f. Award Plaintiff attorneys' fees and costs pursuant to Tex. Civ. Prac. & Rem. Code § 134.005(b).

g. Grant such other relief as this Court deems just and appropriate.

Respectfully submitted,

November 12, 2019

/s/ H. Mark Stichel  
H. Mark Stichel, Bar No. 02939  
Trisha L. Scott, Bar No. 20679  
ASTRACHAN GUNST THOMAS, P.C.  
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*Counsel for Plaintiff*

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**Defendants.**

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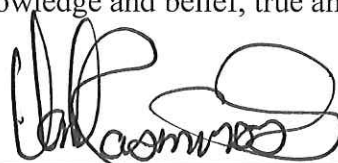
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**VERIFICATION OF VAN M. KASMIROSKI**

I, Van M. Kasmiroski, hereby affirm under the penalties of perjury:

1. I am over the age of 18 and competent to testify.
2. I am the Lower 48 Security Program Manager at ConocoPhillips Company.
3. I am duly authorized by ConocoPhillips Company to execute this Complaint under oath on its behalf.
4. I have read the factual allegations in the foregoing Verified Complaint.
5. The factual allegations are, to the best of my knowledge and belief, true and correct.

Dated: 11/12/2019



On behalf of ConocoPhillips Company