

Court Advisory

Fourth Court of Appeals
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FOR IMMEDIATE RELEASE
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Fourth Court of Appeals to Hear Oral Argument

The Fourth Court of Appeals will hear oral arguments in one appeal on Thursday, April 6, 2017, beginning at 9:00 a.m., before the following panel of justices: Chief Justice Sandee Bryan Marion, Justice Marialyn Barnard, and Justice Patricia O. Alvarez.

The following case will be presented:

Cotter & Sons, Inc., et al. v. BJ Corporation d/b/a National Building Service
– Appellee BJ Corporation d/b/a National Building Service (NBS) sued Appellant Cotter & Sons, Inc., other related entities (the Cotter Defendants), and James F. Cotter, for allegedly breaching NBS’s contracts to clean buildings belonging to Cotter & Sons and the Cotter Defendants. Cotter & Sons argued the contracts were unenforceable because they were obtained through commercial bribery. After a trial on the breach of contract and other causes, the jury found there was no commercial bribery, Cotter & Sons breached their contracts with NBS, and Cotter & Sons owed damages to NBS for negligent misrepresentation.

The jury awarded damages for breach of contract and negligent misrepresentation, interest on the past due debt, pre- and post-judgment interest, costs, trial attorney’s fees, and conditionally awarded appellate attorney’s fees. The jury assessed the damages, fees, and costs against Cotter & Sons, Inc., James F. Cotter, and all the Cotter Defendants jointly and severally, and the defendants appealed.

Appellants raise five issues: (1) the contracts are unenforceable because they were obtained by commercial bribery, (2) the economic-loss rule bars NBS’s negligent misrepresentation damages, (3) no recovery is available under quantum meruit, (4) the trial court erred in making all the defendants jointly and severally liable, and (5) NBS is not entitled to attorney’s fees because its breach of contract claim and alter ego theories are not supported by the evidence.

