



**SPECIAL EXCEPTIONS:** Defendant specially excepts to *Plaintiff's First Amended Original Petition* pursuant to the Texas Rules of Civil Procedure, including TRCP 45(b) and TRCP 47(a), in that *Plaintiff's First Amended Original Petition* fails to state in plain and concise language a claim upon which relief could be granted.

Further, *Plaintiff's First Amended Original Petition* does not provide fair notice to Defendant of Plaintiff's claims or the nature of the alleged controversy.

Further, *Plaintiff's First Amended Original Petition* has no basis in law or fact.

Further, *Plaintiff's First Amended Original Petition* does not articulate the purported elements of Plaintiff's purported causes of action against the Defendant and the particularity of the relief sought against Defendant.

Further, *Plaintiff's First Amended Original Petition*, is not verified.

Further, *Plaintiff's First Amended Original Petition* does not fairly apprise the Defendant of Plaintiff's allegations in a manner that would provide sufficient information to enable the Defendant to either admit the allegations or to prepare a defense.

**GENERAL DENIAL:** Pursuant to Texas Rule of Civil Procedure 92. Defendant generally denies each and every allegation in *Plaintiff's First Amended Original Petition*, or any subsequent Petition or amendments filed by Plaintiff.

**SPECIFIC DENIAL:** Defendant specifically denies Plaintiff's factual assertions and allegations in *Plaintiff's First Amended Original Petition*, as follows:

11. "The Company was operating successfully, primarily due to the efforts of Warren Broadnax, who has handled nearly all of the operations and marketing since inception."

- ¶ 12. “Defendant has had minimal involvement in the Company, but gets paid a salary every two (2) weeks.”
- ¶ 13. “On October 2, 2024 Defendant unlawfully transferred \$50,000 from the Company bank account into his personal bank account.”
- ¶ 14. “On October 7, 2024 Defendant unlawfully transferred \$40,000 from the Company bank account into his personal bank account.”
- ¶ 15. “Defendant’s unlawful withdrawals of \$90,000 in October 2024 sent the Company into a tailspin and the Company was unable to order inventory to maintain business operation, and meet its payroll obligations.”
- ¶ 16. “Defendant has a history of using the Company credit card for personal expenses, and to fund his personal business ventures.”
- ¶ 17. “Despite Mr. Broadnax meeting and discussing these issues with Defendant multiple times, Defendant continues to act in a way that negatively impacts the Company’s financial health, employee morale, and the Company brand.”
- ¶ 18. “In December 2025, Defendant contacted Frost Bank and attempted to unlawfully remove Warren Broadnax from the Company bank accounts.”
- ¶ 19. “Defendant has repeatedly appeared at the Company stores and threatened employees.”
- ¶ 20. “In September 2025, Defendant waited outside the courthouse for Mr. Broadnax and followed him to the car, making threats, and attempted to assault him.”

- ¶ 21. “Despite court orders, Defendant continues to make unauthorized withdrawals from the Company bank accounts and use it for his personal expenses, or to fund other business ventures unrelated to the Company.”
- ¶ 22. “Defendant has made numerous social media posts negatively impacting the business.”
- ¶ 23. “Because of Defendant’s threatening behavior, Warren Broadnax has had to make the decision to close the stores on numerous occasions, in order to protect the safety of the employees, customers, and general public. Consequently, revenue has been negatively impacted.”
- ¶ 24. “Defendant broke into the office of Warren Broadnax and stole Company information and Mr. Broadnax’s personal property.”
- Count 1: Breach of Fiduciary Duty. ¶ 28. “Defendant has breached his duty of loyalty to Plaintiff by repeating (*sp*) making unlawful and unauthorized withdrawals from the Company bank accounts to his own personal account, for his personal expenses, and for business unrelated to the Company.”
- Count 1: Breach of Fiduciary Duty. ¶ 29. “As a direct and proximate result of Defendant’s breach of fiduciary duty to Plaintiff, Plaintiff has suffered damages and seeks unliquidated damages within the jurisdictional limits of this Court, including, but not limited to actual damages, and reasonable and necessary attorney fees.”
- Count 1: Breach of Fiduciary Duty. ¶ 30. “Further, Plaintiff’s injury resulted from Defendant’s malice and/or actual fraud, which entitles Plaintiff to exemplary damages under Texas Civil Practice & Remedies Code ¶ 41.003(a).”

- Count 2: Money Had and Received. ¶ 33. “Defendant has repeatedly transferred money from Company bank accounts for Defendant’s personal benefit and not for the benefit of the Company.”
- Count 2: Money Had and Received. ¶ 34. “Defendant holds money that, in equity and in good conscience belongs in Plaintiff.”
- Count 2: Money Had and Received. ¶ 35. “As a direct and proximate result of Defendant’s actions, Plaintiff has suffered damages and seeks unliquidated damages within the jurisdictional limits of this Court, including, but not limited to actual damages, and reasonable and necessary attorney fees.”
- Count 2: Money Had and Received. ¶ 36. “Further, Plaintiff’s injury resulted from Defendant’s malice and/or actual fraud, which entitles Plaintiff to exemplary damages under Texas Civil Practice & Remedies Code § 41.003(a).”
- Count 3: Theft Liability Act. ¶ 38. “In addition to the Counts above, Plaintiff asserts a cause of action against Defendant for this action under the Texas Theft Liability Act for an unlawful appropriation of property under Texas Penal Code Section 31.03.”
- Count 3: Theft Liability Act. ¶ 39. “Defendant unlawfully appropriated Plaintiff’s property in violation of Texas Penal Code Section 31.01(4)(A)(B) and (E).”
- Count 3: Theft Liability Act. ¶ 40. “Defendant’s unlawful appropriation was made with the intent to deprive Plaintiff of its property.”
- Count 3: Theft Liability Act. ¶ 41. “Defendant’s wrongful conduct caused injury to Plaintiff, which resulted in it being damaged.”

- Count 3: Theft Liability Act. ¶ 42. “Plaintiff seeks damages within the jurisdictional limits of the court.”
- Count 3: Theft Liability Act. ¶ 43. “Exemplary Damages: Plaintiff’s injuries resulted from Defendant’s malice or actual fraud, which entitles Plaintiff to exemplary damages under Texas Civil Practice & Remedies Code section 41.003(a).”
- Count 3: Theft Liability Act. ¶ 44. “Attorney Fees: Plaintiffs are entitled to recover reasonable and necessary attorney fees under Texas Civil Practice & Remedies Code section 134.055(b).”
- Count 4: Conversion. ¶ 46. “In addition to the Counts above, Defendant has wrongfully exercised dominion and control over Plaintiff’s property by using Plaintiff funds for his own purposes, to the detriment of Plaintiff.”
- Count 4: Conversion. ¶ 47. “Further, Warren Broadnax’s personal property, including a painting valued at approximately \$2,700.00 was stolen by Defendant, and Warren Broadnax no longer has the use of his personal property.”
- Count 4: Conversion. ¶ 48. “Defendant’s wrongful acts proximately caused injury to Plaintiff, which resulted in Plaintiff being damaged, including, but not limited to lost profits, loss of credit reputation, and out-of-pocket expenses.”
- Count 4: Conversion. ¶ 49. “Plaintiff seeks unliquidated damages within the jurisdictional limits of the court.”
- Count 4: Conversion. ¶ 50. “Exemplary Damages: Plaintiff’s injuries resulted from Defendant’s malice or actual fraud, which entitles Plaintiff to

exemplary damages under Texas Civil Practice & Remedies Code Section 41.003(a).”

- Count 4: Conversion. ¶ 51. “Attorney fees: Plaintiff is entitled to recover reasonable and necessary attorney fees under Texas Civil Practice & Remedies Code section 134.055(b).”
- Count 5: Defamation. ¶ 53. “In addition to the Counts above, Defendant has published numerous statements both in writing and orally, including social media, asserting that Warren Broadnax is stealing from him and that the business is not being run properly.”
- Count 5: Defamation. ¶ 54. “The statements referred to Warren Broadnax, individually, and as a business owner.”
- Count 5: Defamation. ¶ 55. “The statement was defamatory because it made Warren Broadnax, individually, and as a business owner, look like a bad business owner, which he is not.”
- Count 5: Defamation. ¶ 56. “The statements were false because the business is well-operated, and any negative issues are related to Defendant’s actions, not Plaintiff or Warren Broadnax.”
- Count 5: Defamation. ¶ 57. “Defendant is strictly liable to Plaintiff for the defamation.”
- Count 5: Defamation. ¶ 58. “Defendant’s false statements caused injury to Plaintiff, which resulted in lost profits, damage to reputation, personally, and professionally, loss of credit reputation, and out-of-pocket expenses.”

- Count 5: Defamation. ¶ 59. “Plaintiff seeks unliquidated damages within the jurisdictional limits of this court.”
- Count 5: Defamation. ¶ 60. “Exemplary Damages: Plaintiff’s injuries resulted from Defendant’s malice or actual fraud which entitles Plaintiff to exemplary damages under Texas Civil Practice & Remedies Code section 41.003(a).”
- Count 6: Business Disparagement. ¶ 62. “In addition to Counts above, Defendant published numerous disparaging statements both in writing and orally, asserting that Warren Broadnax was stealing from him and not running the business properly.”
- Count 6: Business Disparagement. ¶ 63. “The words were false because Warren Broadnax is not stealing from Defendant and the business is being run successfully.”
- Count 6: Business Disparagement. ¶ 64. “Defendant published the words with malice and reckless disregard.”
- Count 6: Business Disparagement. ¶ 65. “Defendant’s false statements have caused injury to Plaintiff, which have resulted in the following special damages: lost profits, loss of credit reputation, and out-of-pocket expenses.”
- Count 6: Business Disparagement. ¶ 66. “Plaintiff seeks unliquidated damages within the jurisdictional limits of this court.”
- Count 6: Business Disparagement. ¶ 67. “Exemplary Damages: Plaintiff’s injuries resulted from Defendant’s malice, reckless disregard, and/or actual fraud,

which entitles Plaintiffs (*sp*) to exemplary damages under Texas Civil Practice & Remedies Code section 41.003(a).”

- Count 7: Fraud. ¶ 69. “In addition to the Counts above, Defendant made representations to Frost Bank that Warren Broadnax was no longer an owner of the company and attempted to remove Warren Broadnax from the Company bank accounts.”
- Count 7: Fraud. ¶ 70. “Defendant made the false representation knowing it was false.”
- Count 7: Fraud. ¶ 71. “Defendant’s false representations have caused injury to Plaintiff, which have resulted in the following special damages: lost profits, loss of credit reputation, and out-of-pocket expenses.”
- Count 7: Fraud. ¶ 72. “Plaintiff seeks unliquidated damages within the jurisdictional limits of this court.”
- Count 7: Fraud. ¶ 73. “Exemplary Damages: Plaintiff’s injuries resulted from Defendant’s malice, reckless disregard, and/or actual fraud, which entitles Plaintiffs (*sp*) to exemplary damages under Texas Civil Practice & Remedies Code section 41.003(a).”
- Count 7 (*sp*): Declaratory Judgment. ¶ 75. “In addition to the Counts above, Plaintiff seeks a declaratory judgment that Defendant is not allowed to be on the premises of any of the store locations owned by She’s Happy Hair, Inc., including within 1000 feet of the parking lot of any of the stores.”

- Count 7 (*sp*): Declaratory Judgment. ¶ 76. “Further, Plaintiff seeks a declaratory judgment that Defendant is not allowed to make any withdrawals from Company bank accounts for any non-Company purpose.”
- Count 7 (*sp*): Declaratory Judgment. ¶ 77. “Further, Plaintiff seeks a declaratory judgment that Defendant is not allowed to use any Company credit cards for any non-Company purpose, including, but not limited to, personal meals, lodging, or travel.”
- Count 7 (*sp*): Declaratory Judgment. ¶ 78. “Further, Plaintiff seeks a declaratory judgment that Defendant be removed as a Director of the Company due to his multiple breaches of fiduciary duty to Plaintiff.”
- ¶ 79. “All conditions precedent to Plaintiff’s claims for relief have been performed or have occurred.”

**AFFIRMATIVE DEFENSES:** Pursuant to the Texas Rules of Civil Procedure,

including TRCP 94, Defendant asserts against Plaintiff the affirmative defenses of:

- mismanagement;
- breach of fiduciary duty;
- money had and received;
- theft;
- conversion;
- defamation;
- business disparagement;
- fraud;
- estoppel;
- laches;
- consent;
- release;
- waiver;
- lack of privity;
- comparative responsibility (pursuant to Civil Practice and Remedies Code §33.001); and,
- failure to mitigate.

**REQUEST FOR JURY:** Pursuant to Texas Rule of Civil Procedure 216(a),

Defendant requests a jury trial in this matter.

**COUNTERCLAIM & THIRD-PARTY PETITION**

COMES NOW, MARCUS BOWERS (hereinafter, “BOWERS”, “Bowers”, or “Defendant”) in the above-styled and numbered cause, and files *Defendant’s Special Exceptions, General Denial, Specific Denial, Affirmative Defenses, Request for Jury, Counterclaim, and Third-Party Petition* (Defendant’s “Answer & Counterclaim & Third-Party Petition”, “Answer & Counterclaim”, “Answer”, “Counterclaim”, or “Third-Party Petition”) in response to Plaintiff’s First Amended Original Petition (“Amended Petition” or “Petition”, fully incorporated by reference herein) filed on February 13, 2026 by Plaintiff SHE’S HAPPY HAIR, INC. (“SHE’S HAPPY HAIR”, “She’s Happy Hair”, or the “Company”), and respectfully states as follows:

**INTRODUCTION**

Contrary to Plaintiff SHE’S HAPPY HAIR’s assertions and allegations in *Plaintiff’s Original Petition* and *Plaintiff’s First Amended Original Petition*, Marcus Bowers did not breach his fiduciary duty to She’s Happy Hair or to Warren Broadnax, did not transfer money from Company bank accounts not for the benefit of the Company, and did not appropriate with intent to deprive or convert any property of She’s Happy Hair or Warren Broadnax. Marcus Bowers has not made false statements against or defamed or disparaged She’s Happy Hair or Warren Broadnax, and has not defrauded She’s Happy Hair or Warren Broadnax.

Marcus Bowers and Warren Broadnax are 50% owners of She’s Happy Hair, Inc. Through the years, both owners (Broadnax and Bowers) have managed She’s Happy Hair and executed disbursements of She’s Happy Hair funds; however, the Company has unfortunately

not been operating successfully for several years due to the acts and omissions of She's Happy Hair, Inc. and Warren Broadnax. Warren Broadnax has committed and is committing numerous management improprieties (particularly regarding operations, personnel, and marketing of She's Happy Hair) and financial improprieties (particularly regarding business accounts, credit cards, expenditures, disbursements, loans, and payroll) against She's Happy Hair and Bowers, with She's Happy Hair being complicit in these acts and omissions and failing to mitigate She's Happy Hair's and Bowers' damages.

Broadnax has engaged in unilateral decision-making, including firing key personnel, management, and executives. Further, Broadnax has mismanaged She's Happy Hair's business, funds, and operations. Broadnax has also made numerous improper expenditures for himself and others and made improper disbursements to himself. Broadnax has also misappropriated his roles and responsibilities, including restricting access to meetings, financial data, and operational tools, including social media, and engaging in extreme nepotism (hiring his wife and father). These improprieties (and others) by She's Happy Hair and Warren Broadnax have had measurable adverse impact upon She's Happy Hair (as well as Bowers and others), particularly regarding business resource optimization, strategic planning, store openings and closures, and marketing.

While it is clear that She's Happy Hair, Inc. is in need of proper financial controls, internal governance, and a forensic accounting (which was ordered by the Court in its December 23, 2025 Agreed Order, and has since been ignored and obstructed by She's Happy Hair and Warren Broadnax), it is also clear that the lack of proper internal controls does not justify the unsubstantiated relief sought by one business partner (Warren Broadnax) against another business partner (Marcus Bowers) in an attempt to gain unfair advantage in a business divorce case such as this. However, the behavior of She's Happy Hair, Inc. and Warren Broadnax have been egregious

and Marcus Bowers now seeks relief as articulated in this Counterclaim and Third-Party Petition against She's Happy Hair, Inc. as well as Warren Broadnax.

### **DISCOVERY CONTROL PLAN**

As permitted by the Court and the Rules of Civil Procedure, Defendant/Counter-Plaintiff/Third-Party Plaintiff intends to conduct discovery under Level 3, as described by Texas Rules of Civil Procedure 190.4.

### **RULE 47 CLAIM FOR RELIEF**

The damages sought are within the jurisdictional limits of this Court, and Defendant/Counter-Plaintiff/Third-Party Plaintiff seek monetary relief in excess of \$1,000,000.

### **JURISDICTION AND VENUE**

Jurisdiction is proper because the amount in controversy and relief requested are within the jurisdictional limits of this Court.

Venue is proper in Harris County pursuant to Tex. Civ. Prac. & Rem. Code §15.002(a)(1) because all or a substantial part of the event(s) or omission(s) giving rise to the claims contained herein occurred in Travis County, Texas.

### **PARTIES**

Defendant/Counter-Plaintiff Marcus Bowers is a citizen and resident of the State of Texas, has appeared in this lawsuit, and is before this Court for all purposes.

Plaintiff/Counter-Defendant She's Happy Hair, Inc. is a domestic (Texas) corporation, with its principal place of business located in Houston, Harris County, Texas, has appeared in this lawsuit, and is before this Court for all purposes.

Third-Party Defendant Warren Broadnax is a citizen of Texas, conducts in business in Texas, and may be served with process at 6326 Felled Timber Springs Ln, Sugar Land, Texas 77479, or wherever he may be found.

For the purpose of the acts and omissions asserted herein, Defendant/Counter-Plaintiff/Third-Party Plaintiff alleges that on one or more occasions (i) Warren Broadnax acted individually and on his own respective behalf, and acted outside the scope of respective employment or association with the Company and/or otherwise without any legal justification for his actions; and (ii) Warren Broadnax's actions were not reasonably related to any legitimate business interest; otherwise exceeded the scope of his respective legal rights and authority; and/or were motivated by purely personal interests. Alternatively, the Warren Broadnax served as the Company's agent and within the scope of his employment or association with the Company concerning the acts complained of herein, and at all times was a co-conspirator, accomplice, and acted in concert with She's Happy Hair, Inc. – and is therefore liable as a party for the acts and omissions of himself (Warren Broadnax) as well as She's Happy Hair, Inc.

#### **CONDITIONS PRECEDENT**

All conditions precedent have been performed by Defendant/Counter-Plaintiff/Third-Party Plaintiff, have occurred, or have been excused.

#### **FACTUAL & PROCEDURAL BACKGROUND**

Marcus Bowers and Warren Broadnax are 50% owners of She's Happy Hair, Inc. Through the years, both owners (Broadnax and Bowers) have managed She's Happy Hair and executed disbursements of She's Happy Hair funds; however, the Company has unfortunately not been operating successfully for several years due to the acts and omissions of She's Happy Hair, Inc. and Warren Broadnax. Warren Broadnax has committed and is committing numerous

management improprieties (particularly regarding operations, personnel, and marketing of She's Happy Hair) and financial improprieties (particularly regarding business accounts, credit cards, expenditures, disbursements, loans, and payroll) against She's Happy Hair and Bowers, with She's Happy Hair being complicit in these acts and omissions and failing to mitigate She's Happy Hair's and Bowers' damages.

Broadnax has engaged in unilateral decision-making, including firing key personnel, management, and executives. Further, Broadnax has mismanaged She's Happy Hair's business, funds, and operations. Broadnax has also made numerous improper expenditures for himself and others and made improper disbursements to himself. Broadnax has also misappropriated his roles and responsibilities, including restricting access to meetings, financial data, and operational tools, including social media, and engaging in extreme nepotism (hiring his wife and father). These improprieties (and others) by She's Happy Hair and Warren Broadnax have had measurable adverse impact upon She's Happy Hair (as well as Bowers and others), particularly regarding business resource optimization, strategic planning, store openings and closures, and marketing.

For example, Broadnax has historically mismanaged funds, routinely disregarding the Chief Financial Officer's concerns regarding increasing expenditures (including excessive credit card spending, which included approximately \$48,000 in a single week). Broadnax has also mismanaged payroll, including executing large disbursements without board approval, reducing compensation to Marcus Bowers, and with executive salaries particularly being disproportionate to any agreements between Broadnax and Bowers or the Board of Directors. Further, Broadnax provided himself with a \$600,000 Loan from She's Happy Hair funds, for a Reality TV Show in which Broadnax appeared, with the She's Happy Hair online marketing budget reduced to fund the Reality TV Show payment. Further, Broadnax executed several unapproved loans for

Broadnax's personal benefit, using She's Happy Hair funds as collateral and security, including a \$300,000 loan from Shopify Capital which was withdrawn by Broadnax on or about the same day that it was received. Further, She's Happy Hair has been subject to payroll inconsistencies, withholding of salaries without justification, unapproved financial agreements affecting the company's stability, and misappropriation of roles and responsibilities, including restricting access to meetings, financial data, and operational tools, including social media, etc., extreme nepotism (hiring his wife and father), and disputes over strategic tools like CRMs, AI, and gift cards.

These improprieties by Warren Broadnax have had measurable adverse impact upon She's Happy Hair (as well as Bowers and others), particularly regarding business resource optimization, strategic planning, store openings and closures, and marketing. For example, with store closures in Atlanta and Detroit, in 2023-2024, She's Happy Hair revenues are down approximately 22% year-over-year (2023-2024), with additional downturn in revenue experienced in 2024-2025. She's Happy Hair currently faces a loss of \$12.6M in potential revenue over 10 years without gift cards.

While it is clear that She's Happy Hair, Inc. is in need of proper financial controls, internal governance, and a forensic accounting, it is also clear that the lack of proper internal controls does not justify the relief sought by one business partner (Warren Broadnax) against another business partner (Marcus Bowers) in an attempt to gain unfair advantage in a business divorce case such as this. However, after Plaintiff's failed attempt on December 19, 2025 to obtain a temporary injunction, this Court subsequently entered an Agreed Order on December 23, 2025 (the "December 23, 2025 Agreed Order"), which She's Happy Hair and Warren Broadnax have ignored and with which She's Happy Hair and Warren Broadnax have refused to comply. Further, this

Court issued its January 16, 2026 Order (the “January 16, 2026 Order”), which ordered the ordered the She’s Happy Hair “to produce all passwords to programs containing the financial information for the Plaintiff corporation by Monday, January 19, 2026”. Contrary to the Court’s January 16, 2026 Order and the January 19, 2026 deadline, no passwords have been provided or produced by Plaintiff She’s Happy Hair, Inc. to Defendant Marcus Bowers. The depositions of Marcus Bowers, and of the Designated Corporate Representative of She’s Happy Hair, Inc., and of Warren Broadnax, did occur on February 10, 2026 in the 281<sup>st</sup> District Court jury room; however, despite the notices of deposition and subpoena duces tecum attached to the deposition notices for the Designated Corporate Representative of She’s Happy Hair, Inc. and for Warren Broadnax (fully incorporated by reference herein) – as well as Defendant’s Request for Production served upon Plaintiff She’s Happy Hair, Inc. on January 8, 2026 (fully incorporated by reference herein) - no documents were produced to Defendant Marcus Bowers. Further, contrary to the Court’s Decemer 23, 2025 Agreed Order, no forensic accounting has been performed because no documents have been provided to the forensic accountant by Plaintiff She’s Happy Hair (or by Warren Broadnax).

She’s Happy Hair (in concert with Warren Broadnax) has a history of permitting the use of the Company credit card(s) for personal expenses (specifically, Warren Broadnax’s personal expenses) and to fund personal business ventures (specifically, Warren Broadnax’s personal business ventures).

She’s Happy Hair and Warren Broadnax have mismanaged and concealed the Company’s accounts, including with Bank of America, Chase, and Frost Bank. For example, the Company has permitted Warren Broadnax to utilize Company accounts (including Frost Bank accounts (x1933 and x1976) for personal expenses and personal business ventures, as well as the hiring relatives of Warren Broadnax – all without the consent of co-owner (50%) Marcus Bowers.

Despite the Court's *December 23, 2025 Agreed Order*, fully incorporated by reference herein, She's Happy Hair continues to permit, and Warren Broadnax continues to make, unauthorized withdrawals from the Company bank accounts and use these withdrawals for Warren Broadnax's personal expenses and personal business ventures.

Further, She's Happy Hair (in concert with Warren Broadnax) has utilized Frost Bank account x1054 for unknown purposes without the consent of co-owner (50%) Marcus Bowers, and (in direct defiance of the Court's *January 16, 2026 Order*, fully incorporated by reference herein) She's Happy Hair (in concert with Warren Broadnax) has refused to produce any information to Marcus Bowers regarding the Company's financial information in Frost Bank account x1054.

Despite Mr. Marcus meeting with She's Happy Hair and Warren Broadnax and discussing these issues with She's Happy Hair and Warren Broadnax multiple times, She's Happy Hair and Warren Broadnax continue to act in a way that negatively impacts the Company's financial health, employee morale, and the Company brand.

Based upon the breach of fiduciary duty, mismanagement, and financial improprieties of She's Happy Hair and Warren Broadnax as indicated above, the Company has not ordered inventory (including hair) to maintain its business operations. Further, She's Happy Hair (in concert with Warren Broadnax) has committed overt nepotism by hiring relatives of Warren Broadnax (including Warren Broadnax's wife and Warren Broadnax's father) without consent of 50% co-owner Marcus Bowers. Further, She's Happy Hair has not met the Company's payroll obligations, including unilaterally reducing Marcus Bowers' salary without Mr. Bowers' consent. Consequently, on October 2, 2024 (\$50,000) and on October 7, 2024 (\$40,000),

Defendant transferred funds from the Company bank account into his personal bank account, for business purposes (including meeting the Company's payroll obligations).

In a continuous effort to defame Marcus Bowers, She's Happy Hair and Warren Broadnax have claimed, without any proof or verification, that Marcus Bowers broke into the office of Warren Broadnax and stole Company information and Mr. Broadnax's personal property, including a painting valued at approximately \$2,700.00. Further, She's Happy Hair and Warren Broadnax have also repeatedly claimed that Marcus Bowers's social media posts have negatively impacted She's Happy Hair and Warren Broadnax; however, it is She's Happy Hair and Warren Broadnax's actions and omission, mismanagement and financial improprieties, that have negatively impacted She's Happy Hair and Marcus Bowers. She's Happy Hair and Warren Broadnax have even threatened employees and representatives of She's Happy Hair with termination of their employment if these employees and representatives did not make false representations that Marcus Bowers was appearing at the Company stores and threatening employees. See Affidavit of Jeanine L. Jackson (executed January 7, 2026, attached hereto and fully incorporated by reference herein). Aside from being improper, illegal, and actionable, these attempts at defamatory statements and manipulation of employees and representatives have resulted in business disparagement to She's Happy Hair as well as to Marcus Bowers. Further, She's Happy Hair's and Warren Broadnax's acts and omissions have resulted in negative impact on revenue as well as store closures.

Regarding threats, on September 10, 2025 following one of She's Happy Hair's several failed Temporary Injunction hearings, a disgruntled and unstable Warren Broadnax made threats against Marcus Bowers and pulled a gun on Marcus Bowers in the parking lot outside of the Harris County Civil Courthouse – and act clearly constituting an aggravated assault with a

deadly weapon by Warren Broadnax against Marcus Bowers pursuant to Texas Penal Code §22.02.

In reality, Plaintiff's Original Petition and Plaintiff's First Amended Original Petition are desperate and frivolous attempt to race to the courthouse in Harris County, Texas, to assert unsubstantiated claims and to seek unsupported relief, in an attempt to minimize or eliminate Marcus Bower's 50% ownership interest in She's Happy Hair and in an attempt to gain control of She's Happy Hair, Inc. Plaintiff She's Happy Hair, Inc. comes before this tribunal through this frivolous and vengeful lawsuit which has no basis in law or fact. Plaintiff's factual assertions and allegations in *Plaintiff's Original Petition* and in Plaintiff's First Amended Original Petition as to Defendant Marcus Bowers are entirely an attempt to misdirect attention from She's Happy Hair, Inc.'s and Warren Broadnax's acts and omissions against She's Happy Hair, Inc. and Marcus Bowers. Accordingly, Defendant/Counter-Plaintiff Marcus Bowers asserts this Counterclaim against Plaintiff/Counter-Defendant She's Happy Hair, and Third-Party Plaintiff Marcus Bowers asserts this Third-Party Petition against Third-Party Defendant Marcus Bowers.

The acts and omissions of She's Happy Hair, Inc. and Warren Broadnax, as asserted in this Counterclaim & Third-Party Petition, include, but are not limited to:

- She's Happy Hair's & Warren Broadnax's breach of fiduciary duty;
- Warren Broadnax's commission of money had and received, by transferring money from the Company bank accounts not for the benefit of the Company;
- She's Happy Hair's & Warren Broadnax's appropriation of goods, services, or property with intent to deprive the Company of goods, services, or property;
- She's Happy Hair's & Warren Broadnax's conversion of property of Marcus Bowers;

- She's Happy Hair's & Warren Broadnax's making of false statements against She's Happy Hair and Marcus Bowers;
- She's Happy Hair's & Warren Broadnax's business disparagement against She's Happy Hair, Inc. and Marcus Bowers;
- She's Happy Hair's & Warren Broadnax's improper and fraudulent conduct,
- She's Happy Hair's & Warren Broadnax's tortious interference with the contractual relations of She's Happy Hair, Inc. and Marcus Bowers
- She's Happy Hair's & Warren Broadnax's defamation of Marcus Bowers;

## CAUSES OF ACTION

### BREACH OF FIDUCIARY DUTY

Defendant/Counter-Plaintiff/Third-Party Plaintiff incorporates by reference the factual allegations contained in the foregoing paragraphs.

As co-owners of She's Happy Hair, Inc., Marcus Bowers and Warren Broadnax each owe a duty of loyalty to She's Happy Hair, Inc.

Warren Broadnax has breached his fiduciary duty to She's Happy Hair and to Marcus Bowers through his acts and omissions, including through unlawful and unauthorized withdrawals from She's Happy Hair, Inc. bank accounts; disbursements from She's Happy Hair, Inc. accounts to Warren Broadnax's personal accounts, for his personal expenses, or for Warren Broadnax's personal business ventures unrelated to She's Happy Hair, Inc.

As a direct and proximate result of She's Happy Hair's and Warren Broadnax's breach of fiduciary duty, She's Happy Hair and Marcus Bowers have suffered damages and seek unliquidated damages within the jurisdictional limits of this Court, including but not limited to actual damages, and reasonable and necessary attorneys fees.

Further, Marcus Bowers' injury and damages resulted from She's Happy Hair's and Warren Broadnax's malice and/or actual fraud, which entitles Marcus Bowers to exemplary damages under Texas Civil Practices & Remedies Code §41.003(a).

### **MONEY HAD AND RECEIVED**

Defendant/Counter-Plaintiff/Third-Party Plaintiff incorporates by reference the factual allegations contained in the foregoing paragraphs.

She's Happy Hair and Warren Broadnax have repeatedly transferred money from the Company bank accounts for Warren Broadnax's personal benefit, not for the benefit of the Company.

She's Happy Hair and Warren Broadnax hold financial sums that, in equity and in good conscience, rightfully and legally belong to Marcus Bowers.

As a direct and proximate result of She's Happy Hair's and Warren Broadnax's acts and omissions, Marcus Bowers has suffered damages and seeks unliquidated damages within the jurisdictional limits of this Court, including, but not limited to actual damages, and reasonable and necessary attorney fees.

Further, Marcus Bowers' injury and damages resulted from She's Happy Hair's and Warren Broadnax's malice and/or actual fraud, which entitles Marcus Bowers to exemplary damages under Texas Civil Practices & Remedies Code §41.003(a).

### **THEFT LIABILITY ACT**

Defendant/Counter-Plaintiff/Third-Party Plaintiff incorporates by reference the factual allegations contained in the foregoing paragraphs.

She's Happy Hair and Warren Broadnax unlawfully appropriated Marcus Bowers' property (his 50% ownership interest in She's Happy Hair) in violation of Texas Penal Code Section 31.01(4)(A)(B) and (E).

She's Happy Hair's and Warren Broadnax's unlawful appropriation was made with the intent to deprive Marcus Bowers of his property.

She's Happy Hair's and Warren Broadnax's wrongful conduct caused injury and damages to Marcus Bowers, which resulted in Marcus Bowers being damaged.

Marcus Bowers seeks damages within the jurisdictional limits of the court.

Marcus Bowers' injuries resulted from She's Happy Hair's and Warren Broadnax's malice or actual fraud, which entitles Marcus Bowers to exemplary damages under Texas Civil Practice & Remedies Code section 41.003(a).

Marcus Bowers is entitled to recover reasonable and necessary attorney fees under Texas Civil Practice & Remedies Code section 134.055(b).

## **CONVERSION**

Defendant/Counter-Plaintiff/Third-Party Plaintiff incorporates by reference the factual allegations contained in the foregoing paragraphs.

She's Happy Hair and Warren Broadnax have wrongfully exercised dominion and control over Marcus Bowers' property by using She's Happy Hair funds for Warren Broadnax's own purposes, to the detriment of Marcus Bowers.

Marcus Bowers' property (his 50% interest in She's Happy Hair), was converted by She's Happy Hair and Warren Broadnax, and Marcus Bowers no longer has the use of his property.

She's Happy Hair's and Warren Broadnax's wrongful acts proximately caused injury to She's Happy Hair and to Marcus Bowers, which resulted in She's Happy Hair and Marcus Bowers being damaged, including, but not limited to lost profits, loss of credit reputation, and out-of-pocket expenses.

Marcus Bowers seeks unliquidated damages within the jurisdictional limits of the court.

Marcus Bowers' injuries resulted from She's Happy Hair's and Warren Broadnax's malice or actual fraud, which entitles Marcus Bowers to exemplary damages under Texas Civil Practice & Remedies Code Section 41.003(a).

Marcus Bowers is entitled to recover reasonable and necessary attorney fees under Texas Civil Practice & Remedies Code section 134.055(b).

## **DEFAMATION**

Defendant/Counter-Plaintiff/Third-Party Plaintiff incorporates by reference the factual allegations contained in the foregoing paragraphs.

She's Happy Hair and Warren Broadnax have published numerous statements both in writing and orally, including social media, asserting that Marcus Bowers is stealing from She's Happy Hair and Warren Broadnax, and that Marcus Bowers has broken into She's Happy Hair's and Warren Broadnax's offices, and that Marcus Bowers has threatened Warren Broadnax or employees or representatives of She's Happy Hair.

The statements referred to Marcus Bowers both individually and as a business owner.

The statements were defamatory because the statements made Marcus Bowers, individually, and as a business owner, look like a bad business owner, which he is not.

The statements were false, and any negative issues with She's Happy Hair or Warren Broadnax are related to She's Happy Hair's or Warren Broadnax's actions, not the actions of Marcus Bowers.

She's Happy Hair and Warren Broadnax are strictly liable to Marcus Bowers for the defamation.

She's Happy Hair's and Warren Broadnax's false statements caused injury to She's Happy Hair and Marcus Bowers, which resulted in lost profits, damage to reputation, personally, and professionally, loss of credit reputation, and out-of-pocket expenses.

Marcus Bowers seeks unliquidated damages within the jurisdictional limits of this court.

Marcus Bowers' injuries resulted from She's Happy Hair's and Warren Broadnax's malice or actual fraud which entitles Marcus Bowers to exemplary damages under Texas Civil Practice & Remedies Code section 41.003(a).

### **BUSINESS DISPARAGEMENT**

Defendant/Counter-Plaintiff/Third-Party Plaintiff incorporates by reference the factual allegations contained in the foregoing paragraphs.

She's Happy Hair and Warren Broadnax have published numerous statements both in writing and orally, including social media, asserting that Marcus Bowers is stealing from She's Happy Hair and Warren Broadnax, and that Marcus Bowers has broken into She's Happy Hair's and Warren Broadnax's offices, and that Marcus Bowers has threatened Warren Broadnax or employees or representatives of She's Happy Hair.

The statements referred to Marcus Bowers both individually and as a business owner.

The statements were disparaging because the statements made Marcus Bowers, individually, and as a business owner, look like a bad business owner, which he is not.

She's Happy Hair and Warren Broadnax published the words with malice and reckless disregard for the truth of the statements.

She's Happy Hair and Warren Broadnax's disparaging false statements have caused injury to She's Happy Hair and to Marcus Bowers, which have resulted in the following special damages: lost profits, loss of credit reputation, and out-of-pocket expenses.

Marcus Bowers seeks unliquidated damages within the jurisdictional limits of this court.

Marcus Bowers' injuries resulted from She's Happy Hair's and Warren Broadnax's malice, reckless disregard, and/or actual fraud, which entitles Marcus Bowers to exemplary damages under Texas Civil Practice & Remedies Code section 41.003(a).

## **FRAUD**

Defendant/Counter-Plaintiff/Third-Party Plaintiff incorporates by reference the factual allegations contained in the foregoing paragraphs.

She's Happy Hair and Warren Broadnax permitted Broadnax to provide himself with a \$600,000 Loan from She's Happy Hair funds, for a Reality TV Show in which Broadnax appeared, with the She's Happy Hair online marketing budget reduced to fund the Reality TV Show payment. Further, Broadnax executed several unapproved loans for Broadnax's personal benefit, using She's Happy Hair funds as collateral and security, including a \$300,000 loan from Shopify Capital which was withdrawn by Broadnax on or about the same day that it was received.

She's Happy Hair and Warren Broadnax made these misappropriations and false representations knowing the misappropriations were improper and that the representations were false.

She's Happy Hair and Warrend Broadnax's misappropriations and false representations have caused injury to She's Happy Hair and to Marcus Bowers, which have resulted in the following special damages: lost profits, loss of credit reputation, and out-of-pocket expenses.

Marcus Bowers seeks unliquidated damages within the jurisdictional limits of this court.

Marcus Bowers' injuries resulted from She's Happy Hair's and Warren Broadnax's malice, reckless disregard, and/or actual fraud, which entitles Marcus Bowers to exemplary damages under Texas Civil Practice & Remedies Code section 41.003(a).

**TORTIOUS INTERFERENCE WITH/ LOSS OF EXISTING AND PROSPECTIVE BUSINESS RELATIONSHIP & OPPORTUNTIES**

Defendant/Counter-Plaintiff/Third-Party Plaintiff incorporates by reference the factual allegations contained in the foregoing paragraphs.

She's Happy Hair's and Warren Broadnax's acts and omissions, and frivolous lawsuit, have resulted in Marcus Bowers' tortious interference with, loss of, She's Happy Hair's and Marcus Bowers' existing and prospective business relationships, as well as loss of opportunity to pursue and engage other business opportunities from existing and prospective business relationships, for which Marcus Bowers now sues.

**AGGRAVATED ASSAULT**

Defendant/Counter-Plaintiff/Third-Party Plaintiff incorporates by reference the factual allegations contained in the foregoing paragraphs.

As admitted under oath in the February 10, 2026 deposition of She's Happy Hair, Inc.'s Designated Corporate Representative Warren Broadnax, on September 10, 2025 following one of She's Happy Hair's several failed Temporary Injunction hearings, a disgruntled and unstable Warren Broadnax made threats against Marcus Bowers and pulled a gun on Marcus Bowers in the parking lot outside of the Harris County Civil Courthouse – and act clearly constituting an

aggravated assault with a deadly weapon by Warren Broadnax against Marcus Bowers pursuant to Texas Penal Code §22.02.

Based upon Warren Broadnax's actions, Marcus Bowers was placed in imminent threat of death or serious bodily injury. Accordingly, Marcus Bowers suffered severe mental anguish and emotional distress, for which Marcus Bowers now sues.

### **DAMAGES**

Based upon the foregoing Counterclaim and Third-Party Petition, Defendant/Counter-Plaintiff/Third-Party Plaintiff respectfully requests the following relief:

- a. Judgment against Counter-Defendant and Third-Party Defendant, jointly and severally for compensatory damages (including for breach of fiduciary duty, money had and received, theft, conversion, and fraud, and for salary and benefits) in an amount in excess of \$1,000,000 plus interest as allowed by law and to be more particularly determined at trial;
- b. Judgment against Counter-Defendant and Third-Party Defendant, jointly and severally, for actual malice damages in an amount in excess of \$1,000,000 plus interest as allowed by law and to be more particularly determined at trial;
- c. Judgment against Counter-Defendant and Third-Party Defendant, jointly and severally, for actual and punitive damages resulting from tortious interference with, and loss of, existing and prospective business relations, and loss of business opportunities, as well as for defamation and business disparagement, in an amount in excess of \$1,000,000 plus interest as allowed by law and to be more particularly determined at trial;

- d. Judgment against Counter-Defendant and Third-Party Defendant, jointly and severally, for actual and punitive damages resulting from aggravated assault with a deadly weapon, in an amount in excess of \$1,000,000 plus interest as allowed by law and to be more particularly determined at trial.
- e. Judgment against Counter-Defendant and Third-Party Defendant, jointly and severally, for tortious interference with existing and prospective business relations, and loss of business opportunities, as well as for defamation, in an amount in excess of \$1,000,000 plus interest as allowed by law and to be more particularly determined at trial;
- f. That they recover from Counter-Defendants, jointly and severally, the reasonable costs of attorneys' fees incurred in the prosecution of this action, plus interest as allowed by law;
- g. That all costs of this action be taxed against Counter-Defendant and Third-Party Defendant, jointly and severally;
- h. That all issues in this case be tried by a jury; and
- i. For such other and further relief that the Court deems appropriate.

### **JURY DEMAND**

In accordance with Texas Rule of Civil Procedure 216, Defendant/Counter-Plaintiff/Third-Party Plaintiff hereby requests trial by jury on all counts herein and request that this jury trial be set on the Court's jury docket.

## REQUEST FOR DISCLOSURE

In accordance with Texas Rule of Civil Procedure 194.2, Defendant/Counter-Plaintiffs requests that Plaintiff/Counter-Defendants provide its disclosures to Defendant/Counter-Plaintiffs.

## PRAYER FOR RELIEF

**WHEREFORE**, Defendant/Counter-Plaintiff/Third-Party Plaintiff re-alleges and fully incorporates by reference the facts and allegations contained in the foregoing paragraphs.

**WHEREFORE, PREMISES CONSIDERED**, Defendant/Counter-Plaintiff/Third-Party Plaintiff respectfully requests that the Court render judgement that Plaintiff/Counter-Defendant She's Happy Hair take nothing against Defendant/Counter-Plaintiff/Third-Party Plaintiff, and that Counter-Plaintiff be awarded damages against Counter-Defendant.

**WHEREFORE**, based upon the foregoing Counterclaim and Third-Party Petition, Defendant/Counter-Plaintiff/Third-Party Plaintiff respectfully requests the following relief:

- a. Judgment against Counter-Defendant and Third-Party Defendant, jointly and severally for compensatory damages (including for breach of fiduciary duty, money had and received, theft, conversion, and fraud, and for salary and benefits) in an amount in excess of \$1,000,000 plus interest as allowed by law and to be more particularly determined at trial;
- b. Judgment against Counter-Defendant and Third-Party Defendant, jointly and severally, for actual malice damages in an amount in excess of \$1,000,000 plus interest as allowed by law and to be more particularly determined at trial;

- c. Judgment against Counter-Defendant and Third-Party Defendant, jointly and severally, for actual and punitive damages resulting from tortious interference with, and loss of, existing and prospective business relations, and loss of business opportunities, as well as for defamation and business disparagement, in an amount in excess of \$1,000,000 plus interest as allowed by law and to be more particularly determined at trial;
- d. Judgment against Counter-Defendant and Third-Party Defendant, jointly and severally, for actual and punitive damages resulting from aggravated assault with a deadly weapon, in an amount in excess of \$1,000,000 plus interest as allowed by law and to be more particularly determined at trial.
- e. Judgment against Counter-Defendant and Third-Party Defendant, jointly and severally, for tortious interference with existing and prospective business relations, and loss of business opportunities, as well as for defamation, in an amount in excess of \$1,000,000 plus interest as allowed by law and to be more particularly determined at trial;
- f. That they recover from Counter-Defendants, jointly and severally, the reasonable costs of attorneys' fees incurred in the prosecution of this action, plus interest as allowed by law;
- g. That all costs of this action be taxed against Counter-Defendant and Third-Party Defendant, jointly and severally;
- h. That all issues in this case be tried by a jury; and
- i. For such other and further relief that the Court deems appropriate.

Dated: February 17, 2026

**Respectfully Submitted,**

**STAFFORD MOORE, PLLC**

/s/ Paul K. Stafford

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**ATTORNEYS FOR  
DEFENDANT MARCUS BOWERS**

**CERTIFICATE OF SERVICE**

The undersigned certifies that a true and correct copy of the foregoing *Defendant's Special Exceptions, General Denial, Specific Denial, Affirmative Defenses, Request for Jury, Counterclaim, and Third-Party Petition* was duly served pursuant to the Texas Rules of Civil Procedure *via efile and email* on the following counsel of record on this 17<sup>th</sup> day of February, 2026.

Joanne Ericksen [joan@theericksenlawfirm.com](mailto:joan@theericksenlawfirm.com)  
The Ericksen Law Firm, PLLC  
2500 Tanglewilde, Suite 274  
Houston, Texas 77063

/s/ Paul K. Stafford

Paul K. Stafford

**AFFIDAVIT OF JEANINE L. JACKSON**

“My name is Jeanine L. Jackson (“Affiant”). I am over the age of eighteen (18), of sound mind, and capable of making this affidavit. The statements contained herein are based upon my personal knowledge and are true and correct.

I am the mother of Cheyenne Jackson.

On or about January 6, 2026, I was contacted regarding matters involving my daughter, Cheyenne Jackson, and events related to her employment and/or presence at She’s Happy Hair store locations.

Based on communications made to me in connection with that contact, I was informed that my daughter, along with other employees, had been threatened by Warren Broadnax and other individuals associated with the Plaintiff and instructed to exaggerate or fabricate incidents involving Marcus Bowers at She’s Happy Hair locations.

I was informed that employees were instructed to leave the premises upon Marcus Bowers’s arrival, not due to any misconduct on his part. I was further informed that these departures were directed by either Warren Broadnax or an individual identified as Brandon, for the purpose of creating or reinforcing a false narrative.

I was informed that these exits were not caused by Marcus Bowers yelling, cussing, acting aggressively, or engaging in any inappropriate behavior.

I was also informed that employees were advised that their jobs could be at risk if they did not comply with these instructions or statements including written statements

**FURTHER AFFIANT SAYETH NOT”**

Jeanine L. Jackson  
JEANINE L. JACKSON, Affiant

SUBSCRIBED AND SWORN TO BEFORE ME on the 7th day of January, 2026, to certify which witness my official seal of office.

Nicole Watts

Notary Public in and for the State of Wisconsin

NICOLE WATTS  
NOTARY PUBLIC  
STATE OF WISCONSIN

exp. 7/20/2029

Unofficial Copy Office of Marilyn Burgess, District Clerk

### Automated Certificate of eService

This automated certificate of service was created by the e filing system. The filer served this document via email generated by the e filing system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Paul Stafford on behalf of Paul Stafford

Bar No. 791716

paul@staffordmoore.law

Envelope ID: 111411377

Filing Code Description: Counter Claim/Cross  
Action/Interpleader/Intervention/Third Party

Filing Description: She's Happy Hair v. Marcus Bowers v. Warren  
Broadnax - Def's SE, Gen Denial, Specific Denial, Aff Defs, Req for Jury,  
Counterclaim, TPP (filed February 17, 2026)

Status as of 2/18/2026 3:38 PM CST

#### Case Contacts

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Justin Moore	24088906	justin@staffordmoore.law	2/18/2026 2:20:58 PM	SENT