

TEXAS LAWYER

Jury Awards \$39M in Text-Based Breach of Contract Case

By Laura Lorek

April 21, 2026

A federal jury in Colorado ruled April 17 largely in favor of Christopher Parker and Red Mango Enterprises Ltd. in their lawsuit against Tellurian Inc. co-founder Charif Souki, awarding \$39 million in damages.

The jury sided with the plaintiffs on the core breach of contract claim, finding that Souki breached the 2019 agreement by promising to cover the investors' stock losses. Jurors also found that an exception to Souki's statute of frauds defense applied, a significant ruling given that the original guarantee was made via text message and the 2021 extension was never put in writing.

"Charif Souki told Chris Parker in black and white that he would guarantee Mr. Parker's capital investment in Tellurian and now, as a result of today's verdict, he will finally have to make good on that promise," said Matthew L. Schwartz, chairman of Boies Schiller Flexner and counsel to the plaintiffs.

This was Schwartz's first experience enforcing a text-based contract. He built his case around a single text message, which read, "Please keep this text. I will guarantee your



Credit: Andrey Popov/Adobe Stock

capital," Schwartz said. That text became the centerpiece of the entire trial strategy, he said.

"We organized our courtroom presentation around the clarity of that message ... it was aimed at reinforcing the very common sense reading of those words," Schwartz said. "Everyone can read a text and understand that it represents a promise."

Timothy S. McConn and Paul Yetter with Yetter Coleman, and Marissa Ronk with Wheel Trigg O'Donnell in Denver, attorneys for Souki, did not immediately respond to a request for comment on Tuesday.

The core dispute involved Colorado investor Souki allegedly promising to cover millions

in stock losses for investor Parker and then refusing to pay.

Parker and his company, Red Mango Enterprises Ltd., accumulated more than 11 million shares of Houston-based Tellurian, a natural gas company, beginning in 2017. When the stock cratered and Parker tried to sell in August 2019, Souki allegedly talked him out of it by texting: “I will guarantee your capital by dec. 2020. I’ll make up any capital deficiency you have at that date.”

Parker held. The stock kept falling, dropping nearly 90% in early 2020. When the December 2020 deadline arrived, Souki allegedly refused to pay and asked for another year’s extension. At a February 2021 meeting in Aspen, Colorado, Souki reportedly agreed to new terms but refused to sign anything, telling Parker he couldn’t put it in writing because he hadn’t disclosed the liability to his bank.

Plaintiffs filed four counts: breach of contract, fraudulent inducement, promissory estoppel and unjust enrichment.

The jury awarded \$2 million to Parker personally and \$37 million to Red Mango Enterprises, reflecting the corporate entity’s vastly larger share position.

“The number that I told the jury our client was entitled to in opening statements was \$39 million, and that’s the number they

awarded,” Schwartz said. “They adopted our primary theory ... we regard it as a total victory.”

The jury rejected the more serious fraud claims entirely. It found no breach of the 2021 agreement, no promissory estoppel on either agreement, no fraudulent inducement, and no unjust enrichment. That means no punitive damages, which under Colorado law could at least equal compensatory damages.

The verdict validated the core of Parker’s case, that a text message promising to cover stock losses constituted an enforceable contract.

Schwartz said this case sets a precedent for text-based contracts.

“The statute of frauds was written at a time when people did not communicate by email or text, everything was done by written contract ... and that’s just not the way we communicate anymore,” Schwartz said. “This is the law continuing to adapt and evolve to the way that people do business.”

To illustrate the case to the jury, Schwartz used a multimedia courtroom presentation that incorporated exhibit images and testimony visuals. He also used Microsoft Copilot during trial preparation, particularly to generate analogies to make complex financial concepts more accessible to jurors.