

CAUSE NO. 202153589

TARWONIA ALBROW	§	IN THE DISTRICT COURT
	§	
VS.	§	157th JUDICIAL DISTRICT
	§	
SANDY FORSYTHE, NEW MILLENNIA PROPERTIES, SANDY ANN FORSYTHE, INDIVIDUALLY, JUSTINA DE PASQUALEAS AS TRUSTEE OF LOST THICKET TRUST AND JUSTINA DE PASQUEALEAS, INDIVIDUALLY,	§ § § § § §	HARRIS COUNTY, TEXAS

**PLAINTIFF TARWONIA ALBROW'S MOTION TO DISQUALIFY OPPOSING
COUNSEL, ROBERT C. VILT, AND VILT AND ASSOCIATES, TX. P.C.**

Plaintiff, TARWONIA ALBROW ask the Court to disqualify opposing counsel, attorney for Defendants, ROBERT C. VILT, and his law firm, VILT AND ASSOCIATES, TX. P.C.

INTRODUCTION

Plaintiff, TARWONIA ALBROW sued Defendants for Deceptive Trade Practices, Fraud, Breach of Contract among other things.

BACKGROUND

Plaintiff would show that the now attorney for Defendants, ROBERT C. VILT, and his law firm, VILT AND ASSOCIATES, TX. P.C., filed a Petition purportedly on behalf of Plaintiff in cause No. 2019-61600, styled Tarwonia Albrow v. CitiMortgage, Inc.; In the 165th Judicial District Court of Harris County, Texas that was transferred to Federal Court in Civil Action No. 4:19-cv-03558, styled Tarwonia Albrow v. CitiMortgage, Inc.; In the United States District Court for the Southern District of Texas- Houston Division. Plaintiff ask that the Court take Judicial Notice of said cause and the papers filed therein, specifically but not limited to Exhibit

“A” (*Plaintiff's Original Petition, Application for Injunctive Relief, and Request for Disclosures*; wherein, attorney ROBERT C. VILT signed as attorney for Plaintiff) attached hereto and incorporated herein as if though recited verbatim for all purposes as well as all other documents in the file of said cause. Said lawsuit filed by said attorney ROBERT C. VILT, and his law firm, VILT AND ASSOCIATES, TX. P.C., was in regard to the same property and parties the subject of this suit.

ARGUMENT AND AUTHORITIES

An attorney must be disqualified if (1) he personally represented a formal client, (although in this instance the attorney was not authorized to act by Plaintiff) (2) he is now representing a client in a matter adverse to the former client, (3) he does not have the former client's consent to represent the other client, (4) any of the following apply:

- a. In the pending matter the client questions the validity of the attorney's services or work performed for the former client. Tex. Disciplinary Rules Prof' 1 Conduct R. 1.09 (a)(1).
- b. In the pending matter, the attorney's representation of the client will in reasonable probability involve a violation of Texas Disciplinary Rule of Professional Conduct 1.05, governing the use of a client's confidential information. Tex. Disciplinary Rules Prof' 1 Conduct R. 1.09 (a)(2).
- c. The pending matter is the same as or substantially related to the earlier matter. Tex. Disciplinary Rules Prof' 1 Conduct R 1.09(a)(3). A matter is “substantially related” “when the facts of the earlier representation are so related to the pending litigation that there is a genuine threat confidence revealed Will be divulged to a present adversary. In re EPIC Holdings, Inc 958 S.W.2nd 41, 51 (Tex. 1998).

ROBERT C. VILT, and his law firm, VILT AND ASSOCIATES, TX. P.C., in the answer he filed herein on behalf of Defendants assert that Plaintiff hired him and signed affidavits and refused to cooperate in the execution of documents required for a loan modification. Plaintiff asserts ROBERT C. VILT, and his law firm, VILT AND ASSOCIATES, TX. P.C., has always represented Defendants in their fraudulent scheme to steal Plaintiff's house. ROBERT C. VILT, and his law firm, VILT AND ASSOCIATES, TX. P.C., are potential parties in this case or at the least a witness. *Mauze v. Curry*, 861 S.W.2d 869, 870 (Tex. 1993). ROBERT C. VILT, and his law firm, VILT AND ASSOCIATES, TX. P.C., testimonies can establish an essential fact that could prejudice Plaintiffs' claims in this lawsuit.

CONCLUSION

ROBERT C. VILT, and his law firm, VILT AND ASSOCIATES, TX. P.C., actions in this case and his relationship to Plaintiff and Defendants violate the Tex. Rules of Disciplinary Professional Conduct.

PRAYER

For these reasons, Plaintiff ask the Court, after a hearing on the motion, disqualify attorney ROBERT C. VILT, and his law firm, VILT AND ASSOCIATES, TX. P.C., from further participation in this case.

Respectfully submitted,

HAMILTON LEGAL SERVICES, PLLC
700 Milam Street, Suite 1300
Houston, TX 77002

/s/ KiEtha "Kay" Hamilton

KIETHA "KAY" HAMILTON
Attorney for Plaintiff
SBN: 24097786
Telephone: (832) 429-8826
Email: info@law-hls.com

NOTICE OF SUBMISSIONN

The attached Motion to Disqualify Opposing Counsel; has been filed and will be submitted to the Court for consideration, without a hearing on _____, 20_____.

The Court will rule on the Motion without a hearing unless you request one.

/s/ KiEtha "Kay" Hamilton

KIETHA "KAY" HAMILTON
Attorney for Plaintiff

Certificate of Service

I certify that a true copy of this document was served in accordance with Rule 21a of the Texas Rules of Civil Procedure on the following on December 7, 2021.

Robert C. Vilt via electronic filing manager at clay@viltlaw.com.

Nicholas Vilt via electronic filing manager at nicolas@viltlaw.com.

/s/ KiEtha "Kay" Hamilton

KIETHA "KAY" HAMILTON
Attorney for Plaintiff

CAUSE NO. _____

TARWONIA ALBROW	§	IN THE DISTRICT COURT
	§	
v.	§	HARRIS COUNTY, TEXAS
	§	
CITIMORTGAGE, INC.	§	_____ JUDICIAL DISTRICT

**PLAINTIFF'S ORIGINAL PETITION, APPLICATION FOR INJUNCTIVE RELIEF,
AND REQUEST FOR DISCLOSURES**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Tarwonia Albrow, Plaintiff herein, filing this her Original Petition, Application for Injunctive Relief, and Request for Disclosures complaining of CitiMortgage, Inc., Defendant herein, and for causes of action would respectfully show the Court as follows:

DISCOVERY

1. Plaintiff intends to conduct discovery under Texas Rules of Civil Procedure 190.3 (Level 2).

PARTIES

2. Tarwonia Albrow is an individual who resides in Harris County, Texas and may be served with process on the undersigned legal counsel.
3. CitiMortgage, Inc. is an entity formed under the laws of the State of New York which conducts business in Harris County, Texas and may be served with process as follows:

CitiMortgage, Inc.
 C/O CT Corporation System
 1999 Bryan Street, Suite 900
 Dallas, TX 75201

JURISDICTION AND VENUE

4. The Court has jurisdiction over CitiMortgage, Inc. because the Defendant is an entity formed under the laws of the State of New York which conducts business in Harris County, Texas.

5. The Court has jurisdiction over the controversy because the damages are within the jurisdictional limits of the Court. Venue is mandatory in Harris County, Texas because the subject matter of this lawsuit involves real property which is located in Harris County, Texas. Further, all or a substantial part of the events or omissions giving rise to Plaintiff's causes of action occurred in Harris County, Texas thus venue is proper under §15.002(a)(1) of the Texas Civil Practice and Remedies Code.

RELEVANT FACTS

6. The subject matter of this lawsuit is the real property and the improvements thereon located at 6822 Lost Thicket Drive, Houston, TX 77085 (the "Property").

7. Tarwonia Albrow ("Albrow") purchased the Property on or about August 05, 2005. During the process of purchasing the Property, Albrow executed a Note in the amount of \$114,939.00 as well as a Deed of Trust in which SEACAP Mortgage, Inc. d/b/a Statewide Mortgage and Lending is listed as the Lender. A true and correct copy of the Deed of Trust is attached hereto as Exhibit "1" and incorporated herein for all purposes.

8. Upon information and belief, the Note and related Deed of Trust were subsequently transferred to CitiMortgage, Inc. ("CitiMortgage") for which Cenlar FSB ("Cenlar") acts as the loan servicer.

9. Albrow began to have financial difficulties early 2019. Realizing that she may soon become in default on her mortgage payments, Albrow began researching different loss

mitigation options with Cenlar.

10. Albrow was offered a loan modification review by Cenlar. A Cenlar representative assured Albrow that if she gathered and submitted all of the required documents along with a loan modification application, Cenlar would provide a full and fair review of her loan modification application, approve or deny the loan modification application, and provide an opportunity to appeal that decision if needed. The Cenlar representative also assured Albrow that if she completed the loan modification application with the requested documents, CitiMortgage would not foreclose on her Property until the loan modification process was complete (including the appeal if necessary).

11. In June 2019, Albrow submitted her complete loan modification application packet along with the requested documents.

12. Albrow checked on the status of her loan modification from time to time and provided updated bank statements to Cenlar until she received correspondence from CitiMortgage that her property is posted for a foreclosure sale on September 3, 2019. A true and correct copy of the Notice of Substitute Trustee's Sale is attached hereto as Exhibit "2" and incorporated herein for all purposes.

13. Instead of following proper procedure pursuant to the Texas Property Code as well as the related Deed of Trust, CitiMortgage failed to send a notice of default, provide the opportunity to cure, a notice of intent to accelerate the debt, and notice of acceleration of debt. Instead, CitiMortgage violated Albrow's due process rights by posting her Property for foreclosure sale. Specifically, the foreclosure scheduled to be conducted by CitiMortgage should be void as a matter of law because CitiMortgage did not provide Albrow with the statutory Notices pursuant to Sections 13 of the Deed of Trust. CitiMortgage's failure to provide Albrow

with the statutory Notices deprives Albrow of her due process rights and the opportunity to cure pursuant to Section 18 of the Deed of Trust.

14. Accordingly, Plaintiff alleges that CitiMortgage is about to wrongfully sell her Property at a foreclosure sale on September 3, 2019 in violation of the agreements between the parties, without proper and timely notice as required by Texas Property Code, and in violation of Federal Regulations regarding the loss mitigation process.

CLAIMS

AGENCY & RESPONDEAT SUPERIOR

15. Wherever it is alleged that Defendant did anything, or failed to do anything, it is meant that such conduct was done by Defendant's employees, principals, agents, attorneys, and/or affiliated entities, in the normal or routine scope of their authority, or ratified by Defendant, or done with such apparent authority so as to cause Plaintiff to reasonably rely that such conduct was within the scope of their authority. Plaintiff did rely to Plaintiff's detriment on Defendant's representatives being vested with authority for their conduct. Defendant is vicariously liable for the conduct of their employees, principals, agents, attorneys, affiliated entities, and representatives of Defendant's affiliated entities by virtue of respondent superior, apparent authority, and estoppel doctrines.

FIRST CAUSE OF ACTION: DECLARATORY JUDGMENT

16. To the extent not inconsistent herewith, Albrow incorporates by reference the allegations made in paragraphs 1 through 15 as if set forth fully herein.

17. Plaintiff seeks a determination of the rights of the parties pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 37.001, *et seq.* (West). In particular, Plaintiff seeks a determination that the pending foreclosure sale of her Real Property is wrongful because Defendant failed to

properly follow the procedures as set forth in the Texas Property Code, as well as the Texas Constitution.

18. Further, Plaintiff seeks a determination that the pending foreclosure sale of her Real Property is wrongful because Defendant was enjoined from taking any action whatsoever to foreclose on Plaintiff's Property without first complying with the Texas Property Code.

A. Notice of Trustee's Sale

19. Section 51.002 of the Texas Property Code governs the sale of real property under deeds of trust or other contract liens. Tex. Prop. Code Ann. § 51.002 (West); *Holy Cross Church of God in Christ v. Wolf*, 44 S.W.3d 562, 569 (Tex. 2001). In particular, section 51.002(d) provides that "[n]otwithstanding any agreement to the contrary, the mortgage servicer ... shall serve a debtor in default ... with written notice by certified mail stating that the debtor is in default ... and giving the debtor at least 20 days to cure the default before notice of the sale can be given." *Id.* § 51.002(d). Section 51.002(b) states that notice of sale, in turn, must be given at least twenty-one days before the date of the sale and specifies various locations where the notice must be made available. *Id.* §§ 51.002(b)(1)-(3). In addition to the minimum statutory requirements, the deed of trust executed by the debtor-mortgagor usually details the agreed contractual terms and conditions for foreclosure of real property.

B. Amount of Debt

20. If the note secured by the property is an installment note payable in periodic payments, acceleration of an installment debt requires demand be made and an opportunity to cure the default be given. If the notice does not inform prospective bidders of the terms, conditions and amounts of the outstanding indebtedness, it can be argued the notice is ipso facto invalid. Even strong supporters of creditor's rights suggest the better practice is to detail the

default to the extent necessary to provide the mortgagor an opportunity to cure the default in the notice of sale. *See* Baggett, Texas Foreclosure Law and Practice, § 2.27 (1984).

**SECOND CAUSE OF ACTION:
BREACH OF CONTRACT**

21. To the extent not inconsistent herewith, Albrow incorporates by reference the allegations made in paragraphs 1 through 20 as if set forth fully herein.

22. The actions committed by CitiMortgage constitute breach of contract because:

- A. There exists a valid, enforceable contract between Albrow and CitiMortgage;
- B. Albrow has standing to sue for breach of contract;
- C. Albrow performed, tendered performance, or was excused from performing her contractual obligations;
- D. CitiMortgage breached the contract; and
- E. The breach of contract by CitiMortgage caused Albrow's injury.

**THIRD CAUSE OF ACTION:
PROMISSORY ESTOPPEL**

23. To the extent not inconsistent herewith, Albrow incorporates by reference the allegations made in paragraphs 1 through 22 as if set forth fully herein.

24. The actions committed by CitiMortgage constitute promissory estoppel because:

- A. CitiMortgage made a promise to Albrow whereby CitiMortgage agreed to provide Albrow with a good faith loan modification review;
- B. Albrow reasonably and substantially relied on the promise to her detriment;
- C. Albrow's reliance was foreseeable by CitiMortgage; and

D. Injustice can be avoided only by enforcing CitiMortgage's promise.

**FOURTH CAUSE OF ACTION:
VIOLATIONS OF THE DECEPTIVE TRADE PRACTICES ACT**

25. To the extent not inconsistent herewith, Albrow incorporates by reference all facts alleged above, herein, and below.

26. The Texas Deceptive Trade Practices Act ("DTPA") grants "consumers" a cause of action for false, misleading, or deceptive acts or practices. *See* Tex. Bus. & Com. Code § 17.50(a)(1). The DTPA defines a "consumer" as "an individual ... who seeks or acquires by purchase or lease, any goods or services." Tex. Bus. & Com. Code § 17.45(4); *Amstadt v. U.S. Brass Corp.*, 919 S.W.2d 644, 649 (Tex.1996). Additionally, the DTPA tie-in statute, § 17.50(h) of the Business & Commerce Code, grants a private right of action under the DTPA to a claimant seeking to recover under the TDCA. *See* Tex. Bus. & Com. Code § 17.50(h); Tex. Fin. Code § 392.404.

27. Plaintiff is a consumer as defined under the DTPA because Plaintiff's objective in acquiring the Loan from Defendant was the purchase of Plaintiff's home, a good as defined by the DTPA.

28. Plaintiff's claims under the DTPA arise from the same improper conduct discussed above in Plaintiff's TDCA claims against Defendant.

29. Defendant's actions in violations of the DTPA caused Plaintiff actual damages, all actual direct and indirect economic damages, damages for lost time, damages for mental anguish and emotional distress, damages resulting from payment of excess or additional interest, and any consequential damages, which are more particularly described in the Damages section below. Plaintiff is also entitled to exemplary damages and attorneys' fees.

**FIFTH CAUSE OF ACTION:
VIOLATIONS OF THE TEXAS DEBT COLLECTION ACT**

30. To the extent not inconsistent herewith, Albrow incorporates by reference the allegations made in paragraphs 1 through 29 as if set forth fully herein.

31. This includes an action for violations of the Texas Debt Collection Act (“TDCA”) against Defendant. *See* Tex. Fin. Code §§ 392.001 et seq.

32. Plaintiff is a “consumer” within the meaning of Section 392.001 of the Texas Finance Code, and the debt in question relating to the Property is a “consumer debt” within the meaning of such statute.

33. Defendant is a debt collector. “Debt collection” is defined as the act or practice “in collecting, or in soliciting for collection, consumer debts that are due or alleged to be due a creditor.” A “debt collector” therefore includes a creditor who is collecting its own debt. *Smith v. Heard*, 980 S.W.2d 693, (Tex. App.—San Antonio, 1998, pet. denied) (A creditor is not excused from following the provisions of the TDCA on the basis that the debt is owed directly to the creditor).

34. The acts, omissions, and conduct of Defendant, as alleged above, herein, and below, constitute violations of the following provisions of the TDCA:

- a. Threatening to take an action prohibited by law, specifically seeking to sell the Property at a foreclosure sale in violation of state law. *See* Tex. Fin. Code §§ 392.301(a)(8).
- b. Using a fraudulent, deceptive, or misleading representation that misrepresent[s] the character, extent, or amount of a consumer debt.”
Tex. Fin. Code § 392.304(a)(8).

- c. Misrepresenting the status or nature of the services rendered by the debt collector. *See* Tex. Fin. Code § 392.304(a)(14).
- d. Using other false representation or deceptive means to collect a debt. *See* Tex. Fin. Code § 392.304(a)(19).

35. Defendant seeks to sell the Property at a foreclosure sale prior to giving the proper notices as required by Texas law. Therefore, by moving forward with foreclosure proceedings, Defendant threatened to take an action prohibited by law.

36. As a result of these violations of the TDCA, Plaintiff is entitled to relief provided by Section 392.403, including but not limited to recovery of all actual damages sustained as a result of violations of the TDCA, all actual direct and indirect economic damages, damages for lost time, damages for mental anguish and emotional distress, damages resulting from payment of excess or additional interest, and any consequential damages. Plaintiff is also entitled to exemplary damages and attorneys' fees. *See* Tex. Fin. Code § 392.403.

**SIXTH CAUSE OF ACTION:
VIOLATION OF RESPA/REGULATION X**

37. To the extent not inconsistent herewith, Albrow incorporates by reference the allegations made in paragraphs 1 through 36 as if set forth fully herein.

38. The Real Estate Settlement Procedures Act ("RESPA") dictates that "[a] loan servicer shall exercise reasonable diligence in obtaining documents and information to complete a loss mitigation application." 12 C.F.R. § 1024.41(b)(1). Additionally, a loan servicer must "[n]otify the borrower in writing within 5 days after receiving the loss mitigation application ... that the servicer has determined that the loss mitigation application is incomplete". *Id.* § 1024.41(b)(2)(i)(B).

39. Further, RESPA prohibits a loan servicer from *making* the first notice or filing required by applicable law for any judicial or non-judicial foreclosure process if the borrower submits a “complete loss mitigation application” during the 120-day pre-foreclosure review period or before the servicer has made the first notice of filing. *Id.* § 1024.41(f). Additionally, RESPA prohibits a loan servicer from *moving* for foreclosure if the borrower submits a “complete loss mitigation application” after the servicer has made the first notice or filing but more than 37 days before a foreclosure sale unless:

- (a) the servicer has sent the borrower a notice that the borrower is not eligible for any loss mitigation option and the appeal process of the pertinent section is not applicable;
- (b) the borrower has not requested an appeal within the applicable time period, or
- (c) the borrower’s appeal has been denied. *Id.* § 1024.41(f) - (g).

40. As such, the actions committed by CitiMortgage is a violation of RESPA because:

- A. Albrow was working with CitiMortgage pursuing loss mitigation options;
- C. Albrow submitted a complete loss mitigation application prior to CitiMortgage’s first notice of filing;
- D. Alternatively, Albrow submitted a complete loss mitigation application more that 37 days prior to the foreclosure sale;
- E. CitiMortgage failed to provide formal notice of acceptance or denial of the loan modification application and the required 30-day appeal period (if needed) prior to the foreclosure sale;
- F. CitiMortgage completed the violation by posting Albrow’s Property for foreclosure sale on September 03, 2019.

**SEVENTH CAUSE OF ACTION:
BREACH OF DUTY OF COOPERATION**

41. To the extent not inconsistent herewith, Albrow incorporates by reference the allegations made in paragraphs 1 through 40 as if set forth fully herein.

42. Texas law recognizes a duty to cooperate that “is implied in every contract in which cooperation is necessary for performance of the contract.” This duty “requires that a party to a contract may not hinder, prevent, or interfere with another party’s ability to perform its duties under the contract.” *Case Corp. v. Hi-Class Bus. Sys. of Am., Inc.*, 184 S.W.3d 760, 770 (Tex. App.—Dallas 2005, pet. denied).

43. As described above, CitiMortgage misled Albrow with oral and written representations regarding the Loan, representations that were untrue. CitiMortgage did not provide Albrow with the information needed to properly perform the obligations of the Loan. CitiMortgage has therefore breached the implied duty of cooperation. Albrow has suffered damages as a result as described in the Damage section below.

**DAMAGES:
ACTUAL DAMAGES**

44. Plaintiff is entitled to recover her actual damages from Defendant for which Plaintiff pleads in an amount which does not exceed the jurisdictional limits of this Court.

INTENTIONAL INFLECTION OF EMOTIONAL DISTRESS

45. Plaintiff endured stress, anxiety, and loss of sleep as a result of Defendant’s misconduct. Accordingly, Plaintiff is entitled to recover mental anguish damages from these Defendant, for which she pleads in an amount which does not exceed the jurisdictional limits of this Court.

NOMINAL DAMAGES

46. Plaintiff is entitled to recover her nominal damages from Defendant associated with Plaintiff's cause of action for Violation of RESPA/Regulation X for which Plaintiff pleads in an amount which does not exceed the jurisdictional limits of this Court.

EXEMPLARY DAMAGES

47. Plaintiff is entitled to recover her exemplary damages from Defendant for which Plaintiff pleads in an amount which does not exceed the jurisdictional limits of this Court.

ATTORNEYS' FEES

48. Pursuant to Section 392.403 of the Texas Finance Code, Plaintiff is entitled to recover attorneys' fees reasonably related to the amount of work performed and costs, for all actions in the trial court, the Court of Appeals, and the Texas Supreme Court.

49. Plaintiff was forced to employ the undersigned attorneys and has agreed to pay them reasonable attorneys' fees for their services. Plaintiff is entitled to recover reasonable attorneys' fees pursuant to Chapter 38 of the Texas Civil Practices & Remedies Code for which Plaintiff pleads in an amount which does not exceed the jurisdictional limits of this Court.

CONDITIONS PRECEDENT

50. All conditions precedent to the Plaintiff's right to bring these causes of action have been performed, have occurred, or have been waived.

REQUEST FOR DISCLOSURES

51. CitiMortgage, Inc. is hereby requested to disclose to Tarwonia Albrow, within 50 days of service of this request, the information and material described in Rule 194 of the Texas Rules of Civil Procedure.

APPLICATION FOR TEMPORARY RESTRAINING ORDER

52. To the extent not inconsistent herewith, Plaintiff incorporates by reference the allegations made in paragraph 1 through paragraph 51 as if set forth fully herein.

53. Unless Defendant is enjoined, Plaintiff will suffer probable harm which is imminent and irreparable since Defendant is about to sell Plaintiff's Property at a foreclosure sale on September 3, 2019 thereby depriving Plaintiff of ownership of the Property. Further, Defendant may take legal action to evict or otherwise cause Plaintiff to be dispossessed of the Property. Plaintiff has no adequate remedy at law because the subject matter is real property and any legal remedy of which Plaintiff may avail herself will not give her as complete, equal, adequate, and final a remedy as the injunctive relief sought in this Application.

54. Therefore, Plaintiff request that this Court issue a Temporary Restraining Order and, thereafter, a Temporary Injunction, to restrain Defendant from selling the real property which is the subject matter of this lawsuit commonly known as 6822 Lost Thicket Drive, Houston, TX 77085 as well as from taking any legal action to evict Plaintiff and any other occupants from, or enforcing a writ of possession regarding, the aforementioned property.

55. Plaintiff further requests that, upon trial on the merits, Defendant be permanently enjoined from the same acts listed in Paragraph 54 above.

56. Plaintiff is likely to prevail on the merits of the lawsuit as described above.

57. The granting of the relief requested is not inconsistent with public policy considerations.

BOND

58. Plaintiff is willing to post a reasonable temporary restraining order bond and requests that the Court set such bond.

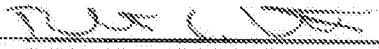
PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully requests that:

- A. Defendant be cited to appear and answer herein;
- B. The Court conduct a hearing on Plaintiff's Application for Injunctive Relief;
- C. A Temporary Restraining Order be issued restraining Defendant, its agents, employees, officers, directors, shareholders, and legal counsel, and those acting in concert or participation with them who receive actual notice of the Order, by personal service or otherwise, from selling the real property which is the subject matter of this lawsuit and is commonly known as 6822 Lost Thicket Drive, Houston, TX 77085 as well as taking any legal action to evict Plaintiff and any other occupants from, or enforcing a writ of possession regarding, the aforementioned property;
- D. A Permanent Injunction be entered enjoining Defendant from the same acts listed in Paragraph C above; and
- E. Upon final hearing or trial hereof, the Court order a judgment in favor of Tarwonia Albrow against CitiMortgage, Inc. for her actual damages, mental anguish damages, nominal damages, exemplary damages, reasonable attorneys' fees, all costs of court, and such other and further relief, both general and special, at law or in equity, to which Plaintiff may be entitled.

Respectfully submitted,

VILT AND ASSOCIATES, P.C.

By: 

ROBERT C. VILT

Texas Bar Number 00788586

Email: clay@viltlaw.com

KERRY PRISOCK

Texas Bar Number 24082005

Email: kerry@viltlaw.com

5177 Richmond Avenue, Suite 1142

Houston, Texas 77056

Telephone: 713.840.7570

Facsimile: 713.877.1827

ATTORNEYS FOR PLAINTIFF



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this December 8, 2021

Certified Document Number: 86894480 Total Pages: 15

Marilyn Burgess, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling 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.

KíEtha Hamilton on behalf of KíEtha Hamilton
Bar No. 24097786
hamiltonlegalservices.hls@gmail.com
Envelope ID: 59837443
Status as of 12/8/2021 3:38 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Santana Jones		santana@law-hls.com	12/8/2021 2:55:26 PM	SENT
Robert C. Vilt		clay@viltlaw.com	12/8/2021 2:55:26 PM	SENT
Kay Hamilton		info@law-hls.com	12/8/2021 2:55:26 PM	SENT
Nicolas Vilt		nicolas@viltlaw.com	12/8/2021 2:55:26 PM	SENT