

CAUSE NO. 2022-83998

ALBERTA SHAW AND LISA SHAW
Plaintiffs,

v.

WELLS FARGO, N.A.
Defendant

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IN THE DISTRICT COURT

HARRIS COUNTY, TEXAS

157TH JUDICIAL DISTRICT

DEFENDANT'S ORIGINAL ANSWER

Defendant, Wells Fargo, N.A., (“Defendant”) files this, its Original Answer, in response to the Plaintiffs Alberta Shaw and Lisa Shaw’s Original Petition, Application for Temporary Restraining Order, Temporary Injunction, and Permanent Injunction, and subsequent citation in this action and would respectfully show as follows:

I.
GENERAL DENIAL

Pursuant to Rule 92 of the Texas Rules of Civil Procedure, Defendant generally denies each and every allegation contained within Plaintiff’s Petition, Application for Temporary Restraining Order, Temporary Injunction, and Permanent Injunction and any amendments thereto and demands strict proof thereof as required by the Constitution and the laws of the State of Texas. Defendant further reserves the right to plead further and in greater particularity as the case progresses

II.
ADDITIONAL DEFENSES

Defendant plead the following matters in defense, should the same be necessary:

1. Defendant specifically deny that all conditions precedent to Plaintiff’s claims for recover have occurred or been met.
2. In addition to and/or alternatively, without waiting the foregoing, Plaintiff’s claims are barred, in whole or in part, by the doctrines of waiver and/or estoppel.

3. In addition to and/or alternatively, without waiting the foregoing, Plaintiff's claims are barred, in whole or in part, by the doctrines of unclean hands.

4. In addition to and/or alternatively, without waiting the foregoing, Plaintiff's claims are barred in whole or in part, by the negligence and/or comparative responsibility of Plaintiff, persons acting on Plaintiff's behalf and/or third parties.

5. In addition to and/or alternatively, without waiting the foregoing, Plaintiff's claims are barred due to Defendant's Compliance with the terms of the Deed of Trust and Texas Law.

6. In addition to and/or alternatively, without waiting the foregoing, Defendant would assert any and all limitations on exemplary damages, additional damages and/or punitive damages prescribed by the Texas Rule of Civil Procedure and/or case law and/or Civil Practice and Remedies Code.

7. In addition to and/or alternatively, without waiting the foregoing, Plaintiff's claims are barred by the statute of limitations or laches.

8. In addition to and/or alternatively, without waiting the foregoing, Plaintiff's claims are barred by the statute of frauds.

9. In addition to and/or alternatively, without waiting the foregoing, Plaintiff's claims are barred by a lack of special duty.

10. In addition to and/or alternatively, without waiting the foregoing, Plaintiff's claims are barred by the economic loss doctrine.

11. In addition to and/or alternatively, without waiting the foregoing, Plaintiff fail to state a claim on which relief can be granted.

III.
DISCLOSURES – TRCP 194.2

Pursuant to Rule 194 of the Texas Rules of Civil Procedure, Defendant requests that Plaintiffs disclose the information and material described in Rule 194.2 within 30 days of service.

IV.
NOTICE – TRCP 193.7

Defendant hereby puts Plaintiffs on notice that Defendants intend to use Plaintiff's discovery responses as evidence at trial in accordance with such rights and privileges established by Texas Rules of Civil Procedure 193.7.

WHEREFORE, PREMISES CONSIDERED, Defendant pray that Plaintiff take nothing by this suit, that the Deed of Trust attached to the subject property be declared superior and enforceable and that Defendant go hence and recover costs in its behalf expended, as well as to such other and further relief as to which it may be justly entitled.

Respectfully submitted,

**ROBERTSON, ANSCHUTZ, SCHNEID,
CRANE & PARTNERS, PLLC**

By: /s/ John R. Lawson
John R. Lawson
TSBN: 12059055
jlawson@raslg.com
5601 Executive Drive, Suite 400
Irving, TX 75038
Tel: (817) 873-3080, Ext 53173
Fax: (817) 796-6079
Attorneys for Defendant

CERTIFICATE OF SERVICE

I certify that I served a copy of a true and correct copy of the above and foregoing document has been served upon the following parties pursuant to the Texas Rules of Civil Procedure.

Via E-Service

Eric DeLaRue
Law Office of Eric DeLaRue, PLLC
2800 Post Oak Boulevard, Suite 4100
Houston, TX 77056
erick.delarue@delaruelaw.com
Attorney for Plaintiff

By: /s/ John R. Lawson
John R. Lawson

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.

Shari Vaughan on behalf of John Lawson
Bar No. 12059055
svaughan@raslg.com
Envelope ID: 72773570
Status as of 2/15/2023 9:25 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Erick DeLaRue		erick.delarue@delaruelaw.com	2/15/2023 8:55:32 AM	SENT
John Lawson		jlawson@raslg.com	2/15/2023 8:55:32 AM	SENT