

CAUSE NO. 2023-07385

WAJHAT ALI KHAN § **IN THE DISTRICT COURT**
§
VS. § **295TH JUDICIAL DISTRICT**
§
GEORGE A. OGGERO § **OF HARRIS COUNTY, TEXAS**

**DEFENDANT’S ORIGINAL ANSWER, VERIFIED DENIALS,
AFFIRMATIVE DEFENSES, AND SPECIAL EXCEPTIONS**

TO THE HONORABLE JUDGE DONNA ROTH:

Defendant, GEORGE A. OGGERO (“Defendant” or “Oggero”), files this Original Answer to Plaintiff, WAJHAT ALI KHAN’S (“Plaintiff” or “Khan”) Verified Original and shows the Court as follows:

GENERAL DENIAL

1. Subject to any stipulations, admissions, special exceptions, special and affirmative defenses which may be alleged, Oggero asserts a General Denial as authorized by Rule 92 of the Texas Rules of Civil Procedure, and respectfully requests that the Court and Jury require Khan to prove his claims, charges, and allegations by a preponderance of the evidence or clear and convincing evidence as required by the Constitution and laws of the State of Texas.

BACKGROUND FACTS

2. A wise attorney once commented to the undersigned that troublesome cases appear when we are at our weakest and in most need of work. This is certainly true in this matter, and with the judgment debtors in Cause No. 2019-23138, *Wei Tian v. K International Partners, Inc., et al.* (the “Receivership Case”).

THE PURCHASE OF 9201 WICKFORD DR., HOUSTON, TEXAS 77024 (THE “PROPERTY”)

3. The purchase of the Property came about not because of Oggero, but solely because of Romeo Kison (“Kinson”), and at no time during the purchase process did Oggero know whether or not Khan was involved, since he was never mentioned, and Oggero was informed the purchase money was coming from Kison’s uncle (“Uncle”).¹

4. Near the end of April 2022, Kison called Oggero one evening, requesting assistance with the purchase of a home for the Kison family, compliments of Uncle. Oggero inquired as to the motivations for the purchase, they appeared to be based on goodwill, affection, and to put behind them an otherwise tumultuous relationship.

5. When asked as to the location of the home, Oggero was told at the time a decision would soon be made between the Property and a home in River Oaks, and that closing would occur quickly since it would be a cash transaction.

6. When Oggero inquired as to how Kison and Uncle envisioned the transaction, they asked what he thought. Oggero suggested, for homestead purposes, Kison hold title in his and his wife Kristin’s name. However, Kison expressed concerns (that apparently were echoed by Uncle) about their names being on an expensive property, for the safety of their family, and so Kison could not “screw it up.”

7. Oggero informed Kison that the Harris County Appraisal District (“HCAD”) had the means to list ownership as “Current Owner,” by submitting a simple form,

¹ Oggero has only heard of this proverbial “uncle” and has never met or otherwise confirmed his existence. Prior to December 1, 2022, when Oggero became apprised of the happenings in the Receivership Case, Oggero was informed that “uncle” was a billionaire shipping mogul from the Philippines, even being shown photos and a Wikipedia page. It was only after December 1, 2022, when the veil was lifted, did Oggero begin to realize this “uncle” may not even exist and that he had been lied to from Day 1.

but cautioned that someone with knowledge and ability could still search Harris County Clerk records to view the named Grantee on the deed to the Property. Because of this, Kison directed Oggero to form an LLC that would hold title to the Property, and at some point, the Property would get conveyed to a trust, per Uncle's wishes.

8. Oggero explained that a trust can obtain the homestead exemption, but specific steps had to be taken in the drafting of the trust and in filings with the county. Oggero reiterated that it was more efficient to title the Property in Kison and his wife's names.

9. Given the fast-approaching closing date, and Oggero's recent experiences at that time with the backlog at the Texas Secretary of State's office, where even an expedited submission had at least two (2) weeks waiting period, Oggero suggested to Kison that using Piemontese² to complete the transaction would be more efficient and not delay closing.

10. At no point during the pre-closing process was Khan or Carenet Medical Diagnostics, Inc. part of any discussion to which Oggero was a participant. In fact, when Defendant inquired as to the source of the purchase monies, Oggero was simply told it was coming from Uncle.

² Piemontese was formed as a Texas LLC on November 15, 2020, prior to Kison becoming a client of the Oggero Law Firm. Oggero formed Piemontese to own one hundred percent (100%) of Modern Title LLC, formed as a Texas LLC on November 18, 2020. Thereafter, Oggero engaged counsel in Austin, Texas to assist in working with the Texas Department of Insurance ("TDI") regarding the creation of a title company. In January 2021, while finalizing all paperwork for submission to TDI, Oggero received a very good proposed to serve as a fee office for another title company, at which point it made more sense to put his own title company on pause and save additional funds for its launch.

11. On the day of close, Oggero executed the standard closing documents in his capacity with Piemontese, and the Kisons moved into the Property.

12. Thereafter, trust documents and transfer documents were prepared, but not finalized by way of trust execution and memorandum recordation in the Official Public Records of Harris County, Texas.

OGGERO'S LIMITED INTERACTIONS WITH KHAN

13. Oggero can count on one hand with, fingers to spare, the number of interactions he has had with Khan, and none of those limited interactions were ever more than an exchange of surface-level pleasantries in passing at Kison's office or inquiring as to the whereabouts of Kison.

14. Oggero did not (and still does not) fully understand Khan's role or relationship with Kison, and from his own observations, Oggero believed Khan was simply a lackey, someone who ran errands for Kison or assisted with whatever Kison needed.

15. Despite Khan's rambling, incoherent, and frivolous claims in his Verified(!) Original Petition, Oggero NEVER, AT ANY TIME:

- a. Initiated with Khan the discussion of purchasing any property at any time, let alone the purchase of the Property;
- b. Instructed Khan to purchase the Property or any other property;

- c. Advised Khan (or Kison or any party) as to the Property's use as a commercial property;³ and
- d. Made any statements, at any time, that any reasonable person would interpret as being misrepresentative or fraudulent.

RELEVANT EVENTS SINCE DECEMBER 1, 2022

16. On Friday, January 6, 2023, at approximately 2:15 p.m., Oggero received a surprise phone call from Kinson. On the call with Kison were Khan and attorney Ray Shackelford ("Shackelford"); at least that is who they identified themselves to be. Kison requested Oggero come by the office to "discuss the trust documents." Reading between the tea leaves, Defendant surmised that he would be requested to somehow alter the trust documents to include Khan and/or Carenet. Oggero did not meet with Kison, Khan, or Shackelford that day (or any day thereafter), but in the moment, still surprised as to the call, Oggero mentioned he probably would be at his office the following Monday, January 9, 2023, after 9:30 a.m. Oggero did not believe Khan and/or Shackelford would show up at his office.

17. Khan and Shackelford showed up at Oggero's office around 10:00 a.m. on Monday, January 9, 2023. Oggero was not there, as he had gone to Harris County Civil Court House to see about letters testamentary, and then over to Harris County Criminal Justice Center to try and speak with a prosecutor and observe a hearing or two.

³ Defendant is unaware of any scenario where a \$6.5MM home off Memorial Drive could be used as commercial property, in a neighborhood where Defendant can only surmise that deed restrictions are heavily enforced by its affluent members.

18. It was apparent from the text messages sent to Oggero that he accurately read the situation. Khan and Shackelford wanted Oggero to “fix” trust documents. The text messages are attached hereto as Exhibit 1, and its contents incorporated herein by reference. The messages from Khan indicate a sense of urgency; he even goes so far as to suggesting they meet Oggero at the courthouse. Oggero advised that Shackelford could reach out to him. He never did.

19. Based on the events of January 6, 2023, and the morning of January 9, 2023, Oggero wrote a letter to Shackelford, a copy of which is attached hereto as Exhibit 2, and its contents incorporated herein by reference. The purpose of the letter was to (i) advise Shackelford of Oggero’s discomfort with trust document requests; (ii) request only Shackelford contact Oggero, no one else; (iii) impart that any information from Oggero would be done on the record, via subpoena, deposition, or examination at the courthouse; and (iv) communicate that Oggero did not want to violate any court order, and that Oggero had a practice to run. Oggero neither received an acknowledgment to his email nor a response to his letter.

VERIFIED DENIALS

20. Defendant incorporates the foregoing paragraphs as though fully restated herein.

21. In addition to, or in the alternative, by way of further answer, if such be necessary, and without waiving any of the foregoing, pursuant to TEX. R. CIV. P. 93, Plaintiff is not entitled to recover in the capacity in which he sues.

22. In addition to, or in the alternative, by way of further answer, if such be necessary, and without waiving any of the foregoing, pursuant to TEX. R. CIV. P. §93, Oggero denies that he is a correct party to this lawsuit.

23. In addition to, or in the alternative, by way of further answer, if such be necessary, and without waiving any of the foregoing, pursuant to TEX. R. CIV. P. §93, Oggero is not liable in the capacity in which he is sued because he is merely the managing member of Piemontese⁴ Societa del Titlo, LLC, an entity that is not a party to this lawsuit.

24. In addition to, or in the alternative, by way of further answer, if such be necessary, and without waiving any of the foregoing, pursuant to TEX. R. CIV. P. §93, there is a defect of the party George Oggero.

25. While not required to be a verified denial, Oggero specifically and vehemently denies the allegations found in Paragraphs 9, 10, 11, 13, 14, and 16 of the Original Petition.

AFFIRMATIVE DEFENSES

26. Defendant incorporates the foregoing paragraphs as though fully restated herein.

27. Defendant properly acted pursuant to the Court's Agreed Order of Turnover and Appointment of Post-Judgment Receiver in the Receivership Case (the "Turnover Order"), signed on December 30, 2021, and of which Defendant became aware on December 1, 2022. Pursuant to the Turnover Order, any third party in

⁴ Piemontese is pronounced "pee-mon-tee-zee," and comes from the Piedmont region of Northwest Italy, which is where the Oggero family originated. Piedmont's capital is Turin.

possession of Receivership Assets, was ordered to turn said assets over to the court-appointed Receiver. Oggero, in terms of the Property, complied with this order on December 20, 2022, by executing a Warranty Deed in favor of the Receiver. A copy of said deed is attached hereto as Exhibit 3 and incorporated by reference herein.

28. Plaintiff was not a client of Defendant and is therefore has immunity under the concept of attorney immunity. *Haynes & Boone, LLP v. NFTD, LLC*, 631 S.W.3d 65 (Tex. 2021); *Youngkin v. Hines*, 546 S.W.3d 675, 681 (Tex. 2018); *Cantey Hanger, LLP v. Byrd*, 467 S.W.3d 477 (Tex. 2015).

29. Plaintiff lacks standing to bring this suit as demonstrated by “facts” pleaded in his own Petition. Furthermore, Plaintiff presented no documents in the record, e.g., a contract, a deed, evidencing his ability to justify bringing this matter before the Court.

30. Plaintiff’s claims are subject to res judicata, as this honorable Court has already decided the issues underlying Plaintiff’s complaint by virtue of that certain January 30, 2023, Agreed Order in the Receivership Case.

31. Plaintiff failed to mitigate any damages if there were any.

32. Defendant reserves the right to file an Amended Defendant’s Answer with the honorable Court to plead additional verified pleas, affirmative defenses and claims, crossclaims, or third-party claims, as applicable, after further investigation and discovery.

SPECIAL EXCEPTIONS

33. Defendant incorporates the foregoing paragraphs as though fully restated herein.

34. The purpose of Special Exceptions is to force clarification of an adverse party's pleadings when they are not clear or sufficiently specific. *Connolly v. Gasmire*, 257 S.W.3d 831, 839 (Tex. App.—Dallas 2008, no pet.). Special exceptions may also be used to determine whether a party has stated a claim or defense permitted by law. *Mowbray v. Avery*, 76 S.W.3d 663, 677 (Tex. App.—Corpus Christi 2002, pet. denied) (citing TEX. R. CIV. P. §91).

35. Texas follows a “fair notice” standard for pleading, which examines whether the opposing party can ascertain from the pleading the nature and basic issues of the controversy and what testimony will be relevant. *Horizon/CMS Healthcare Corp. v. Auld*, 34 S.W.3d 887, 896 (Tex. 2000).

36. A pleading is adequate under this standard if “it gives fair and adequate notice of the facts upon which the pleader bases his or her claim” so that the opposing party has “information sufficient to enable him to prepare a defense.”

37. Defendant specially excepts to Paragraph 1 of Plaintiff's Verified Original Petition and respectfully requests the Court order Plaintiff to re-plead to specify the maximum amount claimed, pursuant to TEX. R. CIV. P. §47(d).

38. Plaintiff's Verified Original Petition asserts a cause of action for Declaratory Judgment seeking relief of a “declaration that it is the rightful owner in fee simple to the land either through deed or through adverse possession”. Defendant

would show the Court, Texas law provides that “a trespass to try title action is the method of determining title to lands, tenements or other real property.” TEX. PROP. CODE §22.001(a). In fact, trespass to try title is the only method of resolving property disputes when questions of title exist. *Martin v. Amerman*, 133 S.W.3d 262, 267 (Tex. 2004). While the Declaratory Judgment Act provides a procedural method for the construction or validity of deeds for parties whose rights are affected by the instrument, a declaratory judgment action cannot be used to adjudicate title. *Jordan v. Bustamante*, 158 S.W.3d 29 (Tex. App.—Houston [14th Dist.] 2005, pet. denied).

39. Based on the current state of its Petition, Plaintiff is attempting to utilize the Declaratory Judgment Act as a method of adjudicating title to real property. Texas law is clear that the Declaratory Judgment Act cannot be used to adjudicate title to real property. Therefore, Defendant requests the Court to sustain this special exception and Plaintiff to replead, asserting fact sufficient to support a Declaratory Judgment cause of action against them.

40. Defendant specially excepts to Paragraphs 15 and 16 of Plaintiff’s Verified Original Petition. Trespass to Try Title, Conversion, and Fraud causes of action must meet the pleading requirements set forth in TEX. R. CIV. P. §783 et seq. Plaintiff’s Verified Original Petition does not meet those requirements. Defendant requests the Court sustain this special exception and require Plaintiff to replead its Trespass to Try Title, Conversion, and Fraud causes of action to meet the requirements set forth in the Rules of Civil Procedure.

41. Defendant respectfully requests that this Honorable Court schedule an Oral Hearing so that these Special Exceptions may be heard and determined within the next thirty (30) days.

REQUEST FOR DECLARATORY RELIEF

42. Defendant incorporates the foregoing paragraphs as though fully restated herein.

43. The Court “has power to declare rights, status, and other legal relations” between the parties. TEX. CIV. PRAC. & REM. CODE §37.003(a). A person interested under a deed or other writing, or whose rights, status, or legal relations are otherwise affected by a deed or writing may “obtain a declaration of rights, status, or other legal relations thereunder.” *Id.* §37.004(a).

44. Defendant requests that the Court declare the respective rights, status, and legal relations of the parties. Specifically, Defendant requests the Court enter judgment declaring:

- a. The Property is a receivership asset held *in custodia legis*;
- b. Oggero, by holding title to the Property as in his capacity as managing member of Piemontese, was a third party in possession of a receivership asset and therefore bound by the terms of this Court’s Turnover Order;
- c. By conveying the Property to the Receiver, Oggero complied with the terms of the Turnover Order

- d. Oggero, individually, at no point, had no right, title, or interest in or to the Property;
- e. Khan has no right, title, or interest in or to the Property;
- f. Khan is bound by the terms of the Turnover Order;
- g. Khan failed to file a verified claim to the Property or otherwise interview in the Receivership Case (other than Shackelford filing an appearance), and by not doing so Khan waived any ability to dispute ownership of the Property;
- h. Khan failed to comply with the terms of the Turnover Order by filing this lawsuit;

DEMAND FOR ABSTRACT OF TITLE

45. Pursuant to Rule 791 of the Texas Rules of Civil Procedure, Oggero demands Khan support his trespass to try title claim with an abstract of title.

ATTORNEY'S FEES

46. Defendant hereby requests judgment against Plaintiff for reasonable and necessary attorney's fees under the provisions of TEX. R. CIV. P. §§9, 10, 37 and 38.

INITIAL DISCLOSURES

47. As provided in Rule 194, Texas Rules of Civil Procedure, required Initial Disclosures of all items listed in Rule 194.2 must be made at or within 30 days after the filing of the first answer unless a different time is set by the parties' agreement or court order.

48. Defendant asks the Court to keep the requirement of Initial Disclosures to be made within 30 days.

PRAYER

For the reasons stated herein, Defendant prays this Court order that Khan take nothing by his claims and enter judgment in favor of Receiver for:

- a. Declaratory relief as stated herein;
- b. Attorney's fees, costs, and expenses;
- c. Such other and further relief, both general and special, legal or equitable, to which Defendant is justly entitled.

Respectfully submitted,

THE OGGERO LAW FIRM



George A. Oggero
Attorney for George A. Oggero
Texas Bar No.: 24060360
1220 Blalock Rd., Suite 300
Houston, Texas 77055
Phone: 713.364.5759
Fax: 844.438.6546
Email: george@golawtexas.com

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 February 13, 2023.

Ray L. Shackelford by electronic filing manager at rshackctic@yahoo.com.

Preston T. Kamin by electronic filing manager at pkamin@grayreed.com.

Jeremy Walter by electronic filing manager at jwalter@grayreed.com.

With courtesy copies, by electronic filing manager, to:

Herrick Sovany	herrick@sovanylaw.com
Clyde J. "Jay" Jackson III	jackson@burfordperry.com
Travis Vargo	tvargo@vargolawfirm.com
Victoria G. Whiddon	victoria@sovanylaw.com
Brian S. Humphrey II	brian@htx-law.com
F. Andino Reynal	areynal@frlaw.us



George A. Oggero
Attorney for George A. Oggero

VERIFICATION

STATE OF TEXAS §
 §
COUNTY OF HARRIS §


On this day, George A. Oggero, appeared before me, the undersigned notary public, and, after being by me first duly sworn, stated that he as read the foregoing Defendant's Original Answer, Verified Denials, Affirmative Defenses, and Special Exceptions and that the factual allegations stated therein are within his personal knowledge and are true and correct.



George A. Oggero

SUBSCRIBED AND SWORN TO before me this the 13th day of February 2023.





Notary Public in and for the State of Texas

WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: December 20, 2022

Grantor: Piemontese Societa Del Titolo LLC, 7606 Pagewood Ln. Houston, TX 77063

Grantee: Travis Vargo, In His Capacity as Receiver, 12012 Wickchester, Suite 670, Houston, TX 77079


Consideration: The sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to Grantor paid by Grantee, the receipt and sufficiency of which are hereby acknowledged and confessed, which includes compliance with the Agreed Order of Turnover and Appointment of Post-Judgment Receiver dated December 30, 2021 and the Order Appointing Successor Post Judgment Receiver dated September 27, 2022 in Cause No. 2019-23138 in the 295th District Court of Harris County, Texas. Grantor does hereby GRANT, SELL, AND CONVEY unto Grantee the following described real property (including any improvements) owned by Grantor, to wit:

LOT SEVENTEEN (17) OF BAYOU WOODS, SECTION THREE (3), AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF; RECORDED IN VOLUME 22, PAGE 54 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS, COMMONLY KNOWN AS 9201 WICKFORD DR., HOUSTON, TX 77024.

Reservations from Conveyance: All recorded liens and exceptions.

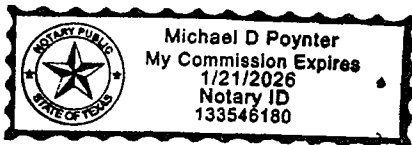
TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said, Grantee, Grantee's heirs and assigns forever, and Grantor does hereby bind Grantor, Grantor's heirs and assigns, to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said Grantee, Grantee's heirs and assigns, against every person whomsoever lawfully claim, or to claim the same, or any part thereof.


Executed this 20th day of December, 2022.


By: George Oggero, Manager and Sole Member
Piemontese Societa Del Titolo LLC

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20th day of December 2022, by George Oggero, Manager and Sole Member Piemontese Societa Del Titolo LLC.




Notary Public, State of Texas

RP-2022-595035

EXHIBIT 3

AFTER RECORDING
RETURN TO:

COURT RECEIVER
TRAVIS VARGO
12012 WICKCHESTER, SUITE 670
HOUSTON, TX 77079

UNOFFICIAL COPY

ANS000006

RP-2022-595035

EXHIBIT 3

RP-2022-595035
Pages 3
12/20/2022 03:24 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$22.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

ANS000007

RP-2022-595035

UNOFFICIAL COPY

EXHIBIT 2

Subject: Correspondence re: 9201 Wickford/Trust Docs
Date: Monday, January 9, 2023 at 1:36:51 PM Central Standard Time
From: George Oggero
To: rshackctic@yahoo.com
Attachments: image001.png, image002.png, image003.png, 2023.1.9 Correspondence RE Trust.pdf

Mr. Shackelford,

Please see the attached correspondence from my office. Thank you.



George A. Oggero
Managing Attorney

713.364.5759 | george@golawtexas.com

Address: 1220 Blalock Rd., Suite 300, Houston, TX 77055

Website: www.golawtexas.com

CONFIDENTIAL COMMUNICATION: This email message and any attachment may contain privileged and confidential information intended only for the use of the individual or entity to which the email is addressed. If the reader of this message is not the intended recipient or the employee or agent responsible to deliver it to the intended recipient, that person is hereby notified that any dissemination, distribution or copying of this communication is prohibited. If you have received this communication in error, please notify us as soon as possible by telephone (collect calls will be accepted). Thank you for your cooperation and assistance.

Thumbtack



DEF-ANS000003

EXHIBIT 2



January 9, 2023

VIA EMAIL TO rshackctic@yahoo.com

Shackelford & Associates LLC
Attention: Ray L. Shackelford
HJ&M Building
Attorneys at Law
1406 Southmore Blvd
Houston, Texas 77004

RE: 9201 Wickford
Court Ordered Receivership – Cause No. 2019-23138, *Wei Tian, et al. v. K International Partners, Inc., et al*, in the 295th District Court of Harris County, Texas

Mr. Shackelford,

My apologies for having to miss this morning's meeting. This entire matter between the receivership, the residence at 9201 Wickford, and court orders, trust documents is making me quite uncomfortable.

I think it is in everyone's best interest, and to everyone's benefit, that any further communications directed to me regarding these matters come from you, and only you, not your client(s).

Furthermore, any information sought from me should be done on the record, either via subpoena, deposition, or examination (which can be done at the courthouse).

This is a lot, and I have a practice to run, as do you. The last thing I want to do is to violate any court order, so going forward, I believe the above-described processes are best.

Please contact me if you have any questions or to discuss further.

Kindest regards,

THE OGGERO LAW FIRM

1220 Blalock Rd., Suite 300

Houston, Texas 77055

George A. Oggero, Managing Attorney | 713.364.5759 | george@golawtexas.com

DEF-ANS000004

iMessage
1/9/23 10:03:25 AM CST

Ray (+18327941830)



1/9/23 10:03:31 AM CST

Ray (+18327941830)

Came to see you

1/9/23 10:03:49 AM CST

Ray (+18327941830)

Per your appointment you gave at 9.30

1/9/23 10:05:21 AM CST

Apologies. Had a case come in that had a hearing first thing. Still stuck in court. Blanked on the meeting.

1/9/23 10:05:34 AM CST

Ray (+18327941830)

When can we meet

1/9/23 10:05:45 AM CST

Ray (+18327941830)

Ray Shacklford is also here

1/9/23 10:05:50 AM CST

Ray (+18327941830)

You want us to wait here

1/9/23 10:07:36 AM CST

Don't wait. Not sure when I can get in front of judge. May be another hour.

1/9/23 10:07:50 AM CST

Ray (+18327941830)

We need to wait

1/9/23 10:08:00 AM CST

Shackleford can call me later.

1/9/23 10:08:08 AM CST

I'm not sure when I'll be threes.

1/9/23 10:08:11 AM CST

There*

Read 1/9/23

1/9/23 10:49:44 AM CST

Ray (+18327941830)

Which court house are you at we can meet you in the lobby for few minutes

1/9/23 11:19:52 AM CST

Ray (+18327941830)

We can meet wherever you want...we need to get this done ...understand the urgency and I need my trust documents ...can't wait for nobody ...take this matter on serious basis

1/9/23 6:51:29 PM CST

Ray (+18327941830)

Please i need your attention to close this matter out

1/10/23 1:08:50 PM CST

Ray (+18327941830)

Buddy call me please

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.

George Oggero on behalf of George Oggero
Bar No. 24060360
george@golawtexas.com
Envelope ID: 72700650
Status as of 2/13/2023 2:29 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Rae LCuddihy		rcuddihy@grayreed.com	2/13/2023 12:45:47 PM	SENT
Ray LShackelford		rshackctc@yahoo.com	2/13/2023 12:45:47 PM	SENT
Jackie Kish		jkish@grayreed.com	2/13/2023 12:45:47 PM	SENT
Michael Poynter		mpoynter@vargolawfirm.com	2/13/2023 12:45:47 PM	SENT
Preston T.Kamin		pkamin@grayreed.com	2/13/2023 12:45:47 PM	SENT
Travis Vargo		tvargo@vargolawfirm.com	2/13/2023 12:45:47 PM	SENT
Jeremy Walter		jwalter@grayreed.com	2/13/2023 12:45:47 PM	SENT