

NO. \_\_\_\_\_

**BENITO MAURICIO**  
**Plaintiff,**

**V.**

**BEST INVESTORS PROPERTIES, LLC**  
**Defendant.**

§ **IN THE DISTRICT COURT**  
§  
§  
§ **JUDICIAL DISTRICT**  
§  
§  
§ **OF HARRIS COUNTY, TEXAS**

**PLAINTIFF'S ORIGINAL PETITION**

**TO THE HONORABLE JUDGE OF SAID COURT:**

**NOW COMES** Benito Mauricio, hereinafter called Plaintiff, complaining of and about Best Investors Properties, LLC, hereinafter called Defendant, and for cause of action shows unto the Court the following:

**DISCOVERY CONTROL PLAN LEVEL**

1. Plaintiff intends that discovery be conducted under Discovery Level 2.

**PARTIES AND SERVICE**

2. Plaintiff, Benito Mauricio, is an Individual whose address is 4811 Brookfield Dr., Houston, Texas 77045.

3. The last three numbers of Benito Mauricio's driver's license number are xxxxxx842. The last three numbers of Benito Mauricio's social security number are xxx-xx-x033.

4. Defendant Best Investors Properties, LLC, a Limited Liability Company based in Texas, may be served with process by serving the registered agent of said company, J Cruz Lozoya Noris, at 24619 Tribeca Lane, Katy, Texas 77493, its registered office. Service of said Defendant as described above can be effected by personal delivery.

## **JURISDICTION AND VENUE**

5. The subject matter in controversy is within the jurisdictional limits of this court.
6. Plaintiff seeks:
  - a. monetary relief of \$250,000 or less and non-monetary relief.
7. This court has jurisdiction over the parties because Defendant is a Texas resident.
8. Venue in Harris County is permissive in this cause under Section 15.011 of the Texas Civil Practice and Remedies Code because this action involves real property as provided by said Section, and this county is where all or part of the real property is located.

## **FACTUAL ALLEGATIONS**

9. On February 20, 2020, Benito Mauricio entered a written contract with Best Investors Properties, LLC, providing that the Defendant, Best Investors Properties, LLC, had entered into a purchase and sales agreement with the Assignor(Plaintiff). A copy of the contract is attached as Exhibit 1 and incorporated by reference.

10. The sales price of the property located at 12125 Stone West Dr., Houston, Texas subject of the suit, was sixty-five thousand dollars (\$65,000.00) to be paid to Best Investor Properties, LLC.

11. In reliance on the promise of Defendant, Best Investors Properties, LLC, that the property would be transferred to him, Plaintiff paid the sixty-five thousand dollars via cashier's check to Defendant.

12. The action taken by the Plaintiff was reasonable and foreseeable in light of the promise made by Defendant.

**SPECIFIC PERFORMANCE FOR  
BREACH OF CONTRACT**

13. Plaintiff incorporates by reference the allegations set forth above as if the same were fully set forth herein.

14. All conditions precedent to the performance of Best Investors Properties, LLC under the Contract have been met.

15. The contractual obligations of Benito Mauricio have been fully performed.

16. Defendant has failed to perform its contractual obligations, specifically, defendants failed to turn over the title documents and allow Plaintiff to take ownership of the property.

17. Damages are an inadequate remedy for the Defendant's breach of the contract because defendant defrauded Plaintiff. Accordingly, Plaintiff requests specific performance of the contract.

**DECLARATORY RELIEF**

18. Plaintiff incorporates by reference the factual allegations contained in the preceding paragraphs.

19. There is a real and immediate dispute between the parties regarding the validity of the Contract.

20. Pursuant to the Uniform Declaratory Judgment Act, Texas Civil Practice and Remedies Code §§ 37.001 et seq., Plaintiff requests that the Court issue a declaratory judgment declaring the Contract valid and enforceable under the laws of the State of Texas. Benito Mauricio and Best Investors Properties, LLC freely entered into the Contract, and it is supported by valuable consideration.

22. Plaintiff has incurred costs and reasonable and necessary attorney fees in seeking this declaratory judgment.

### **PROMISSORY ESTOPPEL**

23. Plaintiff incorporates by reference the factual allegations contained in the preceding paragraphs.

24. In the alternative, Plaintiff seeks to recover for the costs incurred by Plaintiff in detrimental reliance on the promise of the Defendant, Best Investors Properties, LLC.

### **DAMAGES**

25. Plaintiff has sustained damages in excess of this Court's jurisdictional minimum, as a result of the actions and/or omissions of Defendant described hereinabove, including, but not limited to:

Actual or economic damages for \$65,000.00.

### **OTHER RELIEF REQUESTED**

26. Specific Performance: Plaintiff requests the Court order the Defendant, Best Investors Properties, LLC, to reimburse the money that was paid for the home or provide Plaintiff with a another home that is comparable to the home that Plaintiff contracted to purchase.

27. Declaratory Judgment: Plaintiff requests that declaratory judgment be entered under Chapter 37 of the Texas Civil Practice and Remedies Code as follows:

declaring the Contract between Benito Mauricio and Best Investors Properties, LLC valid and enforceable under the laws of the State of Texas.

28. Restitution: Plaintiff requests that the Court enter an order requiring Defendant to pay restitution to Plaintiff.

### **ATTORNEY'S FEES**

29. Request is made for all costs and reasonable and necessary attorney's fees incurred by or on behalf of Plaintiff herein, including all fees necessary in the event of an appeal of this cause to the Court of Appeals and the Supreme Court of Texas, as the Court deems equitable and just, as provided by Chapter 38 of the Texas Civil Practice and Remedies Code and Section 37.009 of the Texas Civil Practice and Remedies Code.

### **ALTERNATIVE ALLEGATIONS**

30. Pursuant to Rules 47 and 48, Texas Rules of Civil Procedure and the rules of pleadings, allegations in this petition are made in the alternative.

### **PRAYER**

**WHEREFORE, PREMISES CONSIDERED**, Plaintiff, Benito Mauricio, respectfully prays that the Defendant be cited to appear and answer herein, and that upon a final hearing of the cause, judgment be entered for the Plaintiff against Defendant for specific performance, damages requested hereinabove in an amount in excess of the minimum jurisdictional limits of the Court, together with prejudgment and postjudgment interest at the maximum rate allowed by law, declaratory judgment, attorney's fees, costs of court, and such other and further relief to which the Plaintiff may be entitled at law or in equity, whether pled or unpled.

Respectfully submitted,

Treviño Parkey Treviño Attorneys at Law, PLLC

By: /s/ Leticia E. Trevino  
Leticia E. Trevino  
Texas Bar No. 24077531  
Email: trevinolawtx@gmail.com

9320 Eastex Freeway  
Houston, TX 77093  
Tel. (713) 298-3870  
Fax. (713) 583-7026  
Attorney for Plaintiff  
Benito Mauricio