

CAUSE NO. 2023-13948

JOHN SCHLACTER,	§	IN THE DISTRICT COURT
	§	
<i>Plaintiff,</i>	§	
	§	
v.	§	125 TH JUDICIAL DISTRICT
	§	
SHELLPOINT MORTGAGE SERVICING,	§	
	§	
<i>Defendant.</i>	§	HARRIS COUNTY, TEXAS

DEFENDANT’S ORIGINAL ANSWER

Defendant, Shellpoint Mortgage Servicing¹ (“Defendant”), files this Original Answer to Plaintiff’s Original Petition, Application for Injunctive Relief, and Request for Disclosures (“Plaintiff’s Original Petition”) and respectfully shows the Court as follows:

General Denial

1. Defendant generally denies and demands proof of the allegations contained in Plaintiff’s Original Petition and any subsequent amendments or supplements to the same.

Defenses and Affirmative Defenses

2. Defendant asserts that Plaintiff failed to mitigate his damages, if any.
3. Defendant asserts that Plaintiff’s contributory/comparative negligence caused or contributed to the harm for which he has sued. Defendant requests that responsibility be compared between the Parties for the damages at issue and that Defendant be absolved of paying any recovery, or alternatively, any recovery from Defendant should be reduced proportionately.
4. Defendant asserts that any damages incurred by Plaintiff should be offset by the amounts owed to Defendant.
5. Defendant asserts that Plaintiff lacks standing.

¹ Shellpoint Mortgage Servicing is the d/b/a of NewRez LLC.

6. Defendant asserts that Plaintiff's claims are barred by the doctrines of collateral estoppel and res judicata.

7. Defendant asserts that Plaintiff's claims are barred by the doctrines of estoppel, contractual estoppel, and quasi-estoppel.

8. Defendant asserts that Plaintiff's claims are barred by the doctrines of release and/or waiver.

9. Defendant asserts that Plaintiff's claims are barred by the doctrine of unclean hands.

10. Defendant asserts that Plaintiff's claims are barred by the statute of limitations.

11. Defendant asserts that Plaintiff's claims are barred by the statute of frauds.

12. Defendant asserts that Plaintiff's claims are barred or any failure to perform is excused by the doctrine of affirmation.

13. Defendant asserts that Plaintiff's claims are barred or any failure to perform is excused by the doctrine of ratification.

14. Defendant asserts that Plaintiff's tort claims, if any, are barred by the economic loss/independent injury doctrine.

15. Defendant denies any error. However, without waiving any rights or defenses, to the extent an error is found, Defendant asserts the defense of bona fide error.

16. Defendant asserts Plaintiff's claims are barred by breach of the contract.

17. Defendant asserts that any exemplary damages are capped, limited, or barred by the Texas and United States Constitutions and Texas Civil Practice and Remedies Code § 41.008.

18. Defendant denies that all conditions precedent to a right of recovery have been satisfied.

19. Defendant asserts that Plaintiff has failed to assert a claim upon which relief may be granted.

Relief Requested

Defendant requests judgment that Plaintiff take nothing by this action and all other relief to which Defendant may be entitled.

Respectfully submitted,

/s/ Lauren N. Beverly
Jeremy J. Overbey
Texas Bar I.D. 24046570
joverbey@settlepou.com

Lauren N. Beverly
Texas Bar I.D. 24073922
lbeverly@settlepou.com

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3333 Lee Parkway, Eighth Floor
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(214) 520-3300
(214) 526-4145 (Facsimile)

ATTORNEYS FOR DEFENDANT

Certificate of Service

I certify that this document was served in accordance with the Texas Rules of Civil Procedure on March 16, 2023, by the manner indicated upon the following persons:

Via E-File

Erick DeLaRue
Law Office of Erick DeLaRue, PLLC
2800 Post Oak Boulevard, Suite 4100
Houston, Texas 77056
Attorneys for Plaintiff

/s/ Lauren N. Beverly
Lauren N. Beverly

DMS-#976454

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.

Nyjer Reese on behalf of Lauren Beverly
Bar No. 24073922
nreese@settlepou.com
Envelope ID: 73712511
Filing Code Description: Answer/ Response / Waiver
Filing Description: Answer/ Response / Waiver
Status as of 3/16/2023 8:47 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Lauren N. Beverly		lbeverly@settlepou.com	3/16/2023 8:45:15 AM	SENT
Jeremy J.Overbey		joverbey@settlepou.com	3/16/2023 8:45:15 AM	SENT
Erick DeLaRue	24103505	erick.delarue@delaruelaw.com	3/16/2023 8:45:15 AM	SENT

CAUSE NO. 2023-13948

JOHN SCHLACTER,	§	IN THE DISTRICT COURT
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<i>Plaintiff,</i>	§	
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v.	§	125 TH JUDICIAL DISTRICT
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SHELLPOINT MORTGAGE SERVICING,	§	
	§	
<i>Defendant.</i>	§	HARRIS COUNTY, TEXAS

NOTICE TO STATE COURT OF REMOVAL

Please take notice that pursuant to federal law, Defendant Shellpoint Mortgage Servicing has filed with the Clerk of the United States Court for the Southern District of Texas, Houston Division, a Notice of Removal, a copy of which is attached and filed with this document, and that this action is removed to the United States District Court for trial as of today, March 16, 2023. This court is respectfully requested to proceed no further in this action, unless and until such time as the action may be remanded by order of the United States District Court.

Respectfully submitted,

/s/ Lauren N. Beverly

Jeremy J. Overbey

Texas Bar I.D. 24046570

joverbey@settlepou.com

Lauren N. Beverly

Texas Bar I.D. 24073922

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Via E-File

Erick DeLaRue

Law Office of Erick DeLaRue, PLLC

2800 Post Oak Boulevard, Suite 4100

Houston, Texas 77056

Attorneys for Plaintiff

/s/ Lauren N. Beverly

Lauren N. Beverly

DMS-#976456

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

JOHN SCHLACTER,

Plaintiff,

v.

SHELLPOINT MORTGAGE
SERVICING,

Defendant.

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Civil Action No. 23-956

NOTICE OF REMOVAL

Pursuant to 28 U.S.C. § 1332(a) and Local Rule 81, Defendant Shellpoint Mortgage Servicing removes this action from the 125th Judicial District Court of Harris County, Texas to the United States District Court for the Southern District of Texas and as grounds for its removal respectfully shows the Court as follows:

I. STATE COURT ACTION

1. On March 3, 2023, Plaintiff John Schlacter filed Plaintiff’s Original Petition, Application for Injunctive Relief, and Request for Disclosures in the 125th Judicial District of Harris County, Texas styled *John Schlacter v. Shellpoint Mortgage Servicing* (the “State Court Action”).

2. Defendant has not been served with process in the State Court Action. Thus, removal is timely under 28 U.S.C. § 1446(b) because thirty (30) days have not elapsed since Defendant was served with the Citation and Petition.

II. PROCEDURAL REQUIREMENTS

3. This action is properly removed to this Court, as the State Court Action is pending within this district and division. 28 U.S.C. § 1441(a).

4. Pursuant to 28 U.S.C. § 1446(a), this Notice of Removal is accompanied by true and correct copies of the following:

- Exhibit A** Index of Exhibits to Defendant’s Notice of Removal
- Exhibit B** Copy of the State Court Docket Sheet
- Exhibit C** All Pleadings and Process from State Court, including:
 - Exhibit C1** Plaintiff’s Original Petition, Application for Injunctive Relief, and Request for Disclosures, filed March 3, 2023;
 - Exhibit C2** Temporary Restraining Order, entered March 6, 2023;
 - Exhibit C3** Clerk’s Certificate of Cash Deposit in Lieu of Injunction Bond per Order of the Court, filed March 6, 2023; and
 - Exhibit C4** Defendant’s Original Answer, filed March 16, 2023
- Exhibit D** Counsel of Record
- Exhibit E** Declaration of Lauren N. Beverly
 - Exhibit E1** Printout from the Harris Central Appraisal District Website, dated March 16, 2023
- Exhibit F** Defendant’s Rule 7.1 Disclosure Statement and Disclosure of Interested Parties

5. Defendant is simultaneously filing a copy of this Notice of Removal in the 125th Judicial District of Harris County, Texas pursuant to 28 U.S.C. § 1446(d).

III. DIVERSITY JURISDICTION

6. This Court has jurisdiction over this matter under 28 U.S.C. § 1332(a) because there is complete diversity of the parties and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

A. There is complete diversity of the parties.

7. Plaintiff is a citizen of Texas.

8. Shellpoint Mortgage Servicing is an assumed name of NewRez LLC, a Delaware limited liability company. The citizenship of a limited liability company is determined by the citizenship of each of its members. *See Harvey v. Grey Wolf Drilling Co.*, 542 F.3d 1077, 1080 (5th Cir. 2008). NewRez LLC has one member. Its sole member is Shellpoint Partners LLC, a Delaware limited liability company. Shellpoint Partners LLC has two members—NRM Acquisition LLC and NRM Acquisition II LLC—both of which are Delaware limited liability companies. They each have just one member. New Residential Mortgage LLC, a Delaware limited liability company, is the sole member of both NRM Acquisition LLC and NRM Acquisition II LLC. New Residential Mortgage LLC has one member. Its sole member is Rithm Capital Corp., fka New Residential Investment Corp., a Delaware corporation with its principal place of business in New York. As a result, Defendant is a citizen of Delaware and New York.

9. Because Plaintiff is a citizen of Texas and Defendant is a citizen of Delaware and New York, complete diversity of the parties exists.

B. The amount in controversy exceeds \$75,000.

10. Where, as here, a plaintiff seeks recovery of an indeterminate amount, diversity jurisdiction exists where a removing defendant establishes by a preponderance of the evidence that the amount in controversy exceeds \$75,000. *Garcia v. Koch Oil Cov. Of Tex., Inc.*, 351 F.3d 636, 638-39 (5th Cir. 2003). This requirement is met if (1) it is apparent from the face of the petition that the claims are likely to exceed \$75,000, or, alternatively, (2) the defendant sets forth “summary judgment type evidence” of facts in controversy that support a finding of the requisite amount. *Manguno v. Prudential Prop. & Cas. Ins. Co.*, 276 F.3d 720, 723 (5th Cir. 2002).

11. Plaintiff seeks, *inter alia*, injunctive relief to prevent Defendant from foreclosing on the property located at 1514 Sutton Street, Houston, Texas 77006 (“Property”). “In actions seeking . . . injunctive relief, it is well established that the amount in controversy is measured by

the value of the object of the litigation.” *Farkas v. GMAC Mortgage*, 737 F.3d 338, 341 (5th Cir. 2013). “The purpose of the injunctive . . . relief, to stop the foreclosure sale of the [Property] by [Defendant], establishes the [Property] as the object of the present litigation.” *Id.*; *see also Contreras v. SFMC, Inc.*, No. 3:14-CV-2340-B, 2015 WL 71001, at *7 (N.D. Tex. Jan. 6, 2015) (“In the case of suits seeking to prevent . . . the foreclosure of property, the Fifth Circuit has held that the amount in controversy is the value of the property that is the object of the litigation.”).

12. Therefore, the measure of the amount in controversy in this matter is the value of the Property. In determining how to value the Property, the amount in controversy requirement may be satisfied if the fair market value of the Property, as indicated by the tax assessor’s appraisal, exceeds \$75,000. *See Valadez v. Bank of America, N.A. et al.*, No. SA-13-CA-271-XR, 2013 WL 3559145 at *3 (W.D. Tex. July 11, 2013); *Zavala v. M & T Trust Company*, No. SA-11-CV-956-XR, 2011 WL 6739614, at *2 (W.D. Tex. Dec.22, 2011).

13. According to the Harris Central Appraisal District, the Property’s fair market value is \$352,325. Thus, pursuant to the precedent cited above, Plaintiff has placed at issue an amount in controversy of at least \$352,325, well in excess of the \$75,000 minimum requirement. As a result, the jurisdictional threshold under 28 U.S.C. § 1332(a) is satisfied.

CONCLUSION

14. Removal of this action is proper under 28 U.S.C. § 1441. This is a civil action brought in a state court, and the federal district courts have jurisdiction under 28 U.S.C. § 1332(a) because there is complete diversity and the amount in controversy exceeds \$75,000.

Therefore, Defendant removes this action from the 125th Judicial District Court of Harris County, Texas to the United States District Court for the Southern District of Texas, Houston Division, so that this Court may assume jurisdiction over the cause as provided by law.

Respectfully submitted,

/s/ Lauren N. Beverly

Jeremy J. Overbey
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Lauren N. Beverly
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Via ECF

Erick DeLaRue
Law Office of Erick DeLaRue, PLLC
2800 Post Oak Boulevard, Suite 4100
Houston, Texas 77056
Attorneys for Plaintiff

/s/ Lauren N. Beverly

Lauren N. Beverly

DMS-#976459

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

JOHN SCHLACTER,

Plaintiff,

v.

SHELLPOINT MORTGAGE
SERVICING,

Defendant.

§
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§

Civil Action No. 23-956

INDEX OF EXHIBITS

Defendant Shellpoint Mortgage Servicing files the following exhibits in support of its Notice of Removal.

- Exhibit A** Index of Exhibits to Defendant’s Notice of Removal
- Exhibit B** Copy of the State Court Docket Sheet
- Exhibit C** All Pleadings and Process from State Court, including:
 - Exhibit C1** Plaintiff’s Original Petition, Application for Injunctive Relief, and Request for Disclosures, filed March 3, 2023;
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Respectfully submitted,

/s/ Lauren N. Beverly

Jeremy J. Overbey
Texas Bar I.D. 24046570
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Via ECF

Erick DeLaRue
Law Office of Erick DeLaRue, PLLC
2800 Post Oak Boulevard, Suite 4100
Houston, Texas 77056
Attorneys for Plaintiff

/s/ Lauren N. Beverly

Lauren N. Beverly

DMS-#976461

Chronological Case History

Style SHCLACTER, JOHN vs. SHELLPOINT MORTGAGE SERVICING
Case Number 202313948 **Case Status** Active - Civil **Case Type** FORECLOSURE
File Court 125 **File Date** 3/3/2023 **Next Setting** 3/17/2023

Date	Type	Description
N/A	SERVICE	PERSON SERVED: SHELLPOINT MORTGAGE SERVICING/O CORPORATION SERVICES COMPANY SERVICE TYPE: CITATION
3/3/2023	DOCUMENT	ORIGINAL PETITION COURT: 125 ATTORNEY: DELARUE, ERICK JOSEPH PERSON FILING: SHCLACTER, JOHN
3/6/2023	ACTIVITY	APPEARANCE ON TEMPORARY INJ OR TEMPORARY RESTRAINING ORD COURT: 125
3/6/2023	ORDER	ORDER SIGNED GRANTING TEMPORARY RESTRAINING ORDER COURT: 125 PGS. 3
3/6/2023	ORDER	ORDER SETTING BOND SIGNED COURT: 125 PGS. 3
3/6/2023	ORDER	ORDER SIGNED SETTING HEARING COURT: 125 PGS. 3
3/16/2023	DOCUMENT	ANSWER ORIGINAL PETITION COURT: 125 ATTORNEY: BEVERLY, LAUREN NICOLE PERSON FILING: SHELLPOINT MORTGAGE SERVICING

CAUSE NO. _____

JOHN SCHLACTER

v.

SHELLPOINT MORTGAGE
SERVICING

§
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§
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§

IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

_____ JUDICIAL DISTRICT

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

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW John Schlacter, Plaintiff herein, filing this his Original Petition, Application for Injunctive Relief, and Request for Admissions against Shellpoint Mortgage Servicing, 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. John Schlacter is an individual who resides in Harris County, Texas and may be served with process on the undersigned legal counsel.

3. Shellpoint Mortgage Servicing is an entity conducts business in Harris County, Texas and may be served with process as follows:

Shellpoint Mortgage Servicing
c/o Corporation Services Company
211 E. 7th Street, Suite 620
Austin, TX 78701

JURISDICTION AND VENUE

5. The Court has jurisdiction over Shellpoint Mortgage Servicing because this Defendant conducts business Harris County, Texas.

6. 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 the 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 against Defendant occurred in Harris County, Texas thus venue is proper under §15.002(a)(1) of the Texas Civil Practice and Remedies Code.

RELEVANT FACTS

4. The subject matter of the lawsuit is the real property and the improvements thereon located at 1514 Sutton Street, Houston, TX 77006 (the "Property").

5. John Schlacter ("Schlacter") purchased the Property on or about December 16, 2015. During the process of purchasing the Property, Schlacter executed a Note as well as a Deed of Trust in which Ditech Financial, LLC is listed as the Lender. A true and correct copy of the Deed of Trust is attached hereto as Exhibit "1" and included herein for all purposes.

6. Upon information and belief, the Deed of Trust was subsequently transferred to Shellpoint Mortgage Servicing ("Shellpoint") under assignment, but the original Deed of Trust was not assigned properly.

7. The alleged assignment of the Deed of Trust does not meet the requisites of a valid assignment and, therefore, the chain of title is broken from the original lender.

8. Schlacter consistently made his mortgage payments in a timely manner; however,

he began to have financial difficulties due to COVID related issues. Realizing that he may soon become in default on his mortgage payments, Schlacter reached out to Shellpoint to obtain loss mitigation options via federal COVID relief options such as the CARES Act. Unfortunately, Shellpoint did not offer Schlacter any options.

9. Accordingly, Schlacter began researching other options including, but not limited to, selling his Property. Unfortunately, Schlacter was not able to sell his home right away; however, he has now obtained several offers of which he expects to accept one of them very shortly. Schlacter has requested an up-to-date payoff but he has not received one yet.

10. Schlacter maintained his efforts to sell the Property; however, in February 2023, he began to receive a barrage of mail and phone calls from investors wishing to purchase his Property to prevent the coming foreclosure sale scheduled for March 7, 2023. Apparently, Shellpoint posted Schlacter's Property for foreclosure sale without sending him proper and timely notice of default, an opportunity to cure the default, notice of intent to accelerate, notice of acceleration, and notice of foreclosure sale as required by the Texas Property Code thereby violating Schlacter's due process rights as well as the Deed of Trust.

11. Further, Plaintiff is informed and believes, and thereon alleges, that in order to conduct a foreclosure action, a person or entity must have standing under the deed of trust and statute. Plaintiff is informed and believes, and thereon alleges, that in order to assign a deed of trust, some person or entity must rightfully hold the note that the deed of trust secures payment on; an assignment of the mortgage note carries the deed of trust with it, while an assignment of the deed of trust alone is a nullity.

12. Shellpoint cannot produce any evidence that the Schlacter's mortgage note has ever been transferred to them. Any attempt to transfer the beneficial interest of a deed of trust

without actual ownership of the underlying mortgage note is void under the law. Therefore, Shellpoint cannot establish that is entitled to assert a claim in this case such that the assignment to Shellpoint was effective at all. As such, Shellpoint does not have standing to foreclosure on the Property.

13. Accordingly, Plaintiff alleges that Shellpoint is attempting to wrongfully sell his Property at a foreclosure sale on March 7, 2023 in violation of the Deed of Trust, Texas Property Code, and Plaintiff's due process rights.

CLAIMS

AGENCY & RESPONDEAT SUPERIOR

14. 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, vice 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, vice principals, agents, attorneys, affiliated entities, and representatives of Defendant's affiliated entities by virtue of respondeat superior, apparent authority, and estoppel doctrines.

FIRST CAUSE OF ACTION: DECLARATORY JUDGMENT

15. To the extent not inconsistent herewith, John Schlacter ("Schlacter") incorporates by reference the allegations made in paragraphs 1 through 13 as if set forth fully herein.

16. Plaintiffs made, presented, or used the assignment associated with the mortgage loan with knowledge that the documents or other records are fraudulent court records or

fraudulent liens or claims against the real property. Additionally, Defendant falsely and fraudulently prepared documents required for Defendant to foreclose as a calculated and fraudulent business practice.

17. Therefore, Plaintiff seeks a determination of the rights of the parties pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 37.001 (West). An actual controversy has arisen and now exists between Plaintiff and Defendant regarding their respective rights and duties, in that Plaintiff contends that Defendant did not have the right to foreclose on the Property because Defendant has failed to perfect any security interest in the mortgage note as a real party in interest. Thus, the purported power to foreclose, or even to collect monetarily on the note, does not now apply.

18. Plaintiff seeks a determination that Defendant is liable for having failed to properly record all releases, transfers, assignments or other actions relating to instruments Defendant filed or caused to be filed, registered or recorded in the deed of records of Texas in the same manner as the original instrument was required to be filed, registered or recorded.

19. Plaintiff seeks a determination that the power of sale in the Deed of Trust has no force and effect at this time as to Defendant because Defendant's actions in processing, handling, and foreclosure of this loan involved fraudulent, false, deceptive and/or misleading practices including, but not limited to, violations of Texas laws meant to protect the property records and property owner's/mortgage borrowers.

20. Plaintiff seeks a determination that because Defendant does not have standing to initiate foreclosure of the property, that any and all notices sent by Defendant regarding default or foreclosure be declared invalid.

21. Plaintiff seeks a declaratory judgment for quiet title, thereby voiding all documents

on file indicating any interest of Defendant in the Property pursuant to the Deed of Trust, subsequent assignment thereof, appointment of substitute trustee documents and voiding any interest in the name of Defendant in the Property. Furthermore, Plaintiff is entitled to peaceful and quiet possession of the Property against Defendant now and forever.

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

22. To the extent not inconsistent herewith, John Schlacter (“Schlacter”) incorporates by reference the allegations made in paragraphs 1 through 13 as if set forth fully herein.

23. The actions committed by Shellpoint Mortgage Servicing (“Shellpoint”) constitute breach of contract because:

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

**THIRD CAUSE OF ACTION:
VIOLATION OF TEXAS PROPERTY CODE §5.065**

24. To the extent not inconsistent herewith, John Schlacter (“Schlacter”) incorporates by reference the allegations made in paragraphs 1 through 13 as if set forth fully herein.

25. Pursuant to the provisions of the Texas Property Code, the holder of a note must ordinarily give notice to the maker of the holder’s intent to accelerate the time for payment as well as notice of acceleration. If the mortgagee intends to accelerate the maturity of the debt, the notice must unequivocally inform the mortgagor of the mortgagee’s intention. A proper notice of

default must give the borrower notice that the alleged delinquency must be cured; otherwise, the loan will be accelerated and the property will go to foreclosure. Prior to a foreclosure action, the noteholder is also required to give the home owners clear and unequivocal acceleration notice. Effective acceleration requires two acts: notice of intent to accelerate and notice of acceleration.

26. The actions committed by Shellpoint Mortgage Servicing (“Shellpoint”) constitute violations of the Texas Property Code §5.065 because Shellpoint never sent proper and timely notice of default, the opportunity to cure the default, notice of intent to accelerate the debt, notice of acceleration, and notice of foreclosure sale which are required in order for Shellpoint to foreclose on their lien rights to the Property.

DAMAGES:
ACTUAL DAMAGES

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

EXEMPLARY DAMAGES

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

ATTORNEYS’ FEES

29. Plaintiff was forced to employ the undersigned attorneys to represent him and has agreed to pay them reasonable attorneys’ fees for their services. Plaintiff is entitled to recover his 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

30. 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

31. Defendant is hereby requested to disclose to Plaintiff, 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

32. To the extent not inconsistent herewith, Plaintiff incorporates by reference the allegations made in paragraph 1 through paragraph 30 as if set forth fully herein.

33. Unless Defendant is enjoined, Plaintiff will suffer probable harm which is imminent and irreparable. More specifically, if not enjoined, Defendant may sell the Property at any time during the pendency of this matter thus depriving Plaintiff of ownership of the Property and potentially causing Plaintiff to be dispossessed of the Property. Defendant has posted Plaintiff's Property at a foreclosure sale on March 7, 2023. Plaintiff has no adequate remedy at law because the subject matter is real property, and any legal remedy of which Plaintiff may avail himself will not give him as complete, equal, adequate, and final a remedy as the injunctive relief sought in this Application.

34. Therefore, Plaintiff requests that this Court issue a Temporary Restraining Order and, thereafter, a Temporary Injunction, to restrain Defendant from selling, or re-posting, the real property which is the subject matter of this lawsuit and is commonly known as 1514 Sutton Street, Houston, TX 77006 at a foreclosure sale.

35. Plaintiff further requests that, upon trial on the merits, Defendant be permanently enjoined from the same acts listed in Paragraph 34 above.

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

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

BOND

38. 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, their agents, employees, and legal counsel, and those acting in concert or participation with Defendant who receive actual notice of the Order, by personal service or otherwise, from selling, or re-posting, the real property which is the subject matter of this lawsuit and is commonly known as 1514 Sutton Street, Houston, TX 77006 at a foreclosure sale;
- 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 Plaintiff against Defendant for his actual 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 by,

Law Office of Erick DeLaRue, PLLC

By: /s/ Erick DeLaRue
ERICK DELARUE
Texas Bar No: 24103505
2800 Post Oak Boulevard, Suite 4100
Houston, TX 77056
Telephone: 713-899-6727
Email: erick.delarue@delaruelaw.com

ATTORNEY FOR PLAINTIFF

CAUSE NO. _____

JOHN SCHLACTER

v.

SHELLPOINT MORTGAGE
SERVICING

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§

IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

_____ JUDICIAL DISTRICT

STATE OF TEXAS

COUNTY OF HARRIS

§
§
§

KNOW ALL THESE BY MEN PRESENTS:

DECLARATION/VERIFICATION OF JOHN SCHLACTER

I. "My name is John Schlacter. I am the Plaintiff in the above-captioned lawsuit. I have read the Plaintiff's Original Petition, Application for Injunctive Relief, and Requests for Disclosures to which this Declaration relates and offer this Declaration in support of the statements and arguments asserted herein. I have personal knowledge of the facts therein and state that every factual statement made is true and correct. I have never been convicted of a felony or other crime involving moral turpitude.

My name is John Schlacter, my date of birth is 12-03-1967 and my address is 1514 Sutton St Houston TX 77006. I declare under penalty of perjury that the foregoing information is true and correct."

Executed in Harris County, State of Texas, on the 3 day of March, 2023.



JOHN SCHLACTER

EXHIBIT 1

DT
N

COPY

~~When recorded~~
Ditech Financial LLC, c/o Indecomm Global Services
1260 Energy Lane
St. Paul, MN 55108

This document was prepared by:

ER 077-54-1782

Title Order No.: 50710815LA

LOAN #: 160025338

[Space Above This Line For Recording Data]

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

DEED OF TRUST

MIN: 1006568-0000082356-3

MERS PHONE #: 1-888-679-8377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated December 18, 2015, together with all Riders to this document.

(B) "Borrower" is JOHN SCHLACTER AN UNMARRIED PERSON.

1OR

Borrower is the grantor under this Security Instrument.

(C) "Lender" is Ditech Financial LLC

(2)1EE

Lender is a Corporation,
Delaware,
Tampa, FL 33607

organized and existing under the laws of
Lender's address is 3000 Bayport Drive, Suite 880,

Lender includes any holder of the Note who is entitled to receive payments under the Note.

(D) "Trustee" is Thomas E. Black, Jr..

1TR

Initials: 

TXDEED 0315
TXDEED (CLS)
12/11/2015 10:59 AM PST



(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated December 16, 2015. The Note states that Borrower owes Lender ONE HUNDRED FIFTY THOUSAND SEVEN HUNDRED NINETY FIVE AND NO/100 ***** Dollars (U.S. \$150,795.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than January 1, 2046.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- V.A. Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- Other(s) [specify] Renewal & Extension Rider

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners' association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County

[Type of Recording Jurisdiction] Of Harris [Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".

APN #: 1209000910005

which currently has the address of 1514 Sutton St, Houston,

Texas 77006

[Zip Code]

("Property Address"):

[Street] [City]



ER 077-54-1783

2023-13948 / Court: 125

CAUSE NO. _____

JOHN SCHLACTER

v.

SHELLPOINT MORTGAGE
SERVICING

§
§
§
§
§
§

IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

_____ JUDICIAL DISTRICT

TEMPORARY RESTRAINING ORDER

ON THIS DATE the Plaintiff's Application for Temporary Restraining Order that was incorporated into and pled in Plaintiff's Original Petition, Application for Injunctive Relief, and Request for Disclosures ("Petition") in this cause, was heard and considered before this Court.

Based upon the pleadings, exhibits, records, and documents filed by Plaintiff and presented to the Court, as well as the arguments of legal counsel at the hearing, IT CLEARLY APPEARS THAT:

- A. Unless Shellpoint Mortgage Servicing ("Defendant"), their agents, employees, directors, shareholders, and legal counsel is/are immediately enjoined and restrained, Defendant may sell the Property at any time during the pendency of this matter thus depriving Plaintiff of ownership of the Property identified and described in the Petition and potentially causing Plaintiff to be dispossessed of the Property. Plaintiff will suffer an immediate and irreparable harm and will have no adequate remedies under the law and Defendant may commit the foregoing before notice and hearing on Plaintiff's Application for Temporary Injunction.

B. Plaintiff will suffer an irreparable harm if Defendant, their agents, employees, directors, shareholders, and legal counsel are not restrained immediately because Defendant has posted Plaintiff's property for the March 7, 2023 foreclosure sale, which is real property and Plaintiff's homestead, which is unique and irreplaceable, and there is no adequate remedy at law to grant Plaintiff complete, final, and equitable relief.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that Defendant, their agents, employees, directors, shareholders, and legal counsel are hereby **ORDERED** to immediately cease and desist from taking any further action in pursuit of foreclosing on the Property (including, but not limited to, sending notices of default, acceleration, and foreclosure sale) which is the subject matter of this lawsuit and is commonly known as 1514 Sutton Street, Houston, TX 77006. Defendant, their agents, employees, directors, shareholders, and legal counsel are hereby immediately enjoined and restrained from the date of entry of this Order until fourteen (14) days hereafter, or until further ordered by this Court.

IT IS FURTHER THEREFORE ORDERED, ADJUDGED, AND DECREED that Plaintiff's Application for Temporary Injunction be heard on the 17 day of March, 2023 starting at 11:00 a.m./~~p.m.~~ in the courtroom of the 125th District Court of Harris County located at in the Harris County Courthouse, 201 Caroline Street, Houston, Texas 77002 and that Defendant is commanded to appear at that time and show cause, if any, why a temporary injunction should not be issued against Defendant.

The Clerk of the above-entitled court shall issue a notice of entry of a temporary restraining order in conformity with the law and the terms of this Order, to include a copy of this Order, upon the filing by Plaintiff of the bond hereinafter set.

This Order shall not be effective until Plaintiff deposits with the Harris County District Clerk, a bond in the amount of \$ 200, in due conformity with applicable law. The bond may be in the form of cash, cashier's check, or a check drawn from operating account of Plaintiff's attorney's law firm.

SIGNED and ENTERED this the _____ day of March, 2023 at _____ a.m./p.m.

Signed:
3/6/2023 *Cheryl Ellison Thornton*
3:36 PM

JUDGE PRESIDING

CAUSE NUMBER 2023-13948
2023-13948

John Sheacter
PETITIONER

§ IN THE DISTRICT COURT OF

§ HARRIS COUNTY, TEXAS

vs.
Shellpoint Mortgage Servicing
RESPONDENT

§ 125th JUDICIAL DISTRICT

**CLERK'S CERTIFICATE OF CASH DEPOSIT IN LIEU
OF INJUNCTION BOND PER ORDER OF THE COURT**

THE STATE OF TEXAS §
COUNTY OF HARRIS §

THIS DOCUMENT IS TO CERTIFY that I, the undersigned Clerk of the District Courts of Harris County, Texas have received a cash deposit, as ordered by the Court, in the amount of two hundred Dollars (\$ 200⁰⁰), to be deposited with the Registry of the Court in lieu of a Temporary Restraining Order Bond or a Temporary Injunction Bond, as required by Rule 684, T.R.C.P. in the above styled and numbered cause as provided by the order entered on the 3rd day of March, 2023

This cash deposit is made and received in lieu of TEMPORARY RESTRAINING ORDER or a TEMPORARY INJUNCTION, conditioned that the applicant will abide the decision which may be made in the cause, and that he will pay all sums of money and costs that may be adjudged against him if the restraining order or temporary injunction shall be dissolved in whole or in part, and this certificate is issued to have the force and effect of a TEMPORARY RESTRAINING ORDER BOND or a TEMPORARY INJUNCTION BOND in accordance with the Order of the Court.

WITNESS my hand and seal of office this 6th day of March A.D., 2023

FILED

Marilyn Burgess
District Clerk

Marilyn Burgess, District Clerk
Harris County, Texas
PO BOX 4651
Houston, Texas 77210-4651

MAR 06 2023
Time: 9:17 PM
Harris County, Texas
By: E. Collins
Deputy

By: Iris Collins
Deputy District Clerk

Principal: Plaintiffs

Attorney: Erick Dela Rue

Bar Number: 24103505

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging.

CAUSE NO. 2023-13948

JOHN SCHLACTER,	§	IN THE DISTRICT COURT
	§	
<i>Plaintiff,</i>	§	
	§	
v.	§	125 TH JUDICIAL DISTRICT
	§	
SHELLPOINT MORTGAGE SERVICING,	§	
	§	
<i>Defendant.</i>	§	HARRIS COUNTY, TEXAS

DEFENDANT’S ORIGINAL ANSWER

Defendant, Shellpoint Mortgage Servicing¹ (“Defendant”), files this Original Answer to Plaintiff’s Original Petition, Application for Injunctive Relief, and Request for Disclosures (“Plaintiff’s Original Petition”) and respectfully shows the Court as follows:

General Denial

1. Defendant generally denies and demands proof of the allegations contained in Plaintiff’s Original Petition and any subsequent amendments or supplements to the same.

Defenses and Affirmative Defenses

2. Defendant asserts that Plaintiff failed to mitigate his damages, if any.
3. Defendant asserts that Plaintiff’s contributory/comparative negligence caused or contributed to the harm for which he has sued. Defendant requests that responsibility be compared between the Parties for the damages at issue and that Defendant be absolved of paying any recovery, or alternatively, any recovery from Defendant should be reduced proportionately.
4. Defendant asserts that any damages incurred by Plaintiff should be offset by the amounts owed to Defendant.
5. Defendant asserts that Plaintiff lacks standing.

¹ Shellpoint Mortgage Servicing is the d/b/a of NewRez LLC.

6. Defendant asserts that Plaintiff's claims are barred by the doctrines of collateral estoppel and res judicata.

7. Defendant asserts that Plaintiff's claims are barred by the doctrines of estoppel, contractual estoppel, and quasi-estoppel.

8. Defendant asserts that Plaintiff's claims are barred by the doctrines of release and/or waiver.

9. Defendant asserts that Plaintiff's claims are barred by the doctrine of unclean hands.

10. Defendant asserts that Plaintiff's claims are barred by the statute of limitations.

11. Defendant asserts that Plaintiff's claims are barred by the statute of frauds.

12. Defendant asserts that Plaintiff's claims are barred or any failure to perform is excused by the doctrine of affirmation.

13. Defendant asserts that Plaintiff's claims are barred or any failure to perform is excused by the doctrine of ratification.

14. Defendant asserts that Plaintiff's tort claims, if any, are barred by the economic loss/independent injury doctrine.

15. Defendant denies any error. However, without waiving any rights or defenses, to the extent an error is found, Defendant asserts the defense of bona fide error.

16. Defendant asserts Plaintiff's claims are barred by breach of the contract.

17. Defendant asserts that any exemplary damages are capped, limited, or barred by the Texas and United States Constitutions and Texas Civil Practice and Remedies Code § 41.008.

18. Defendant denies that all conditions precedent to a right of recovery have been satisfied.

19. Defendant asserts that Plaintiff has failed to assert a claim upon which relief may be granted.

Relief Requested

Defendant requests judgment that Plaintiff take nothing by this action and all other relief to which Defendant may be entitled.

Respectfully submitted,

/s/ Lauren N. Beverly

Jeremy J. Overbey

Texas Bar I.D. 24046570

joverbey@settlepou.com

Lauren N. Beverly

Texas Bar I.D. 24073922

lbeverly@settlepou.com

SettlePou

3333 Lee Parkway, Eighth Floor

Dallas, Texas 75219

(214) 520-3300

(214) 526-4145 (Facsimile)

ATTORNEYS FOR DEFENDANT

Certificate of Service

I certify that this document was served in accordance with the Texas Rules of Civil Procedure on March 16, 2023, by the manner indicated upon the following persons:

Via E-File

Erick DeLaRue
Law Office of Erick DeLaRue, PLLC
2800 Post Oak Boulevard, Suite 4100
Houston, Texas 77056
Attorneys for Plaintiff

/s/ Lauren N. Beverly
Lauren N. Beverly

DMS-#976454

Automated Certificate of eService

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

Nyjer Reese on behalf of Lauren Beverly
Bar No. 24073922
nreese@settlepou.com
Envelope ID: 73712511
Filing Code Description: Answer/ Response / Waiver
Filing Description: Answer/ Response / Waiver
Status as of 3/16/2023 8:47 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Lauren N. Beverly		lbeverly@settlepou.com	3/16/2023 8:45:15 AM	SENT
Jeremy J.Overbey		joverbey@settlepou.com	3/16/2023 8:45:15 AM	SENT
Erick DeLaRue	24103505	erick.delarue@delaruelaw.com	3/16/2023 8:45:15 AM	SENT

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

JOHN SCHLACTER,

Plaintiff,

v.

SHELLPOINT MORTGAGE
SERVICING,

Defendant.

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§
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§

Civil Action No. 23-956

COUNSEL OF RECORD

Attorneys for Plaintiff

Erick DeLaRue
Law Office of Erick DeLaRue, PLLC
2800 Post Oak Boulevard, Suite 4100
Houston, Texas 77056
Telephone: 713-899-6727
Email: Erick.delarue@delaruelaw.com

Attorneys for Defendant

Jeremy J. Overbey
Texas Bar I.D. 24046570
Southern District I.D. 7729339
joverbey@settlepou.com

Lauren N. Beverly
Texas Bar I.D. 24073922
Southern District No. 1777815
lbeverly@settlepou.com

SettlePou
3333 Lee Parkway, Eighth Floor
Dallas, Texas 75219
(214) 520-3300
(214) 526-4145 (Facsimile)

Respectfully submitted,

/s/ Lauren N. Beverly

Jeremy J. Overbey
Texas Bar I.D. 24046570
joverbey@settlepou.com

Lauren N. Beverly
Texas Bar I.D. 24073922
lbeverly@settlepou.com

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3333 Lee Parkway, Eighth Floor
Dallas, Texas 75219
(214) 520-3300
(214) 526-4145 (Facsimile)

ATTORNEYS FOR DEFENDANT

Certificate of Service

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Via ECF

Erick DeLaRue
Law Office of Erick DeLaRue, PLLC
2800 Post Oak Boulevard, Suite 4100
Houston, Texas 77056
Attorneys for Plaintiff

/s/ Lauren N. Beverly

Lauren N. Beverly

DMS-#976458

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

JOHN SCHLACTER,

Plaintiff,

v.

SHELLPOINT MORTGAGE
SERVICING,

Defendant.

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Civil Action No. 23-956

DECLARATION OF LAUREN N. BEVERLY

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the following statements are true and correct:

1. My name is Lauren N. Beverly. I am over the age of 21 years and am fully competent to make this Declaration. All statements of fact made herein are true, correct, and within my personal knowledge.

2. I am an attorney for SettlePou, attorneys for Defendant Shellpoint Mortgage Servicing in the above-entitled matter.

3. On March 16, 2023, I searched for Harris Central Appraisal District's valuation of the property located at 1514 Sutton Street, Houston, Texas 77006. I found the appraisal record for the subject Property.


4. I certify the following document attached hereto is a true and correct copy of the original, which I obtained from the Appraisal District website for Harris County, Texas. This document is identified as an exhibit to this Declaration as indicated below:

Exhibit E1 Printout from the Harris Central Appraisal District Website, dated March 16, 2023

5. This document is incorporated herein by reference for all purposes.

This concludes by testimony.

Executed on March 16, 2023.


Lauren N. Beverly

Tax Year: ▼

HARRIS CENTRAL APPRAISAL DISTRICT
 REAL PROPERTY ACCOUNT INFORMATION
 ACCOUNT NUMBER **1209080010009**



File A Protest	Similar Owner Name	Nearby Addresses	Same Street Name	Related Map 5357D
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Ownership History

Owner and Property Information

Owner Name & Mailing Address: **SCHLACTER JOHN
 1514 SUTTON ST
 HOUSTON TX 77006-1546**

Legal Description: **LT 9 BLK 1
 SUTTON-GILLETTE T/H SEC 9**

Property Address: **1514 SUTTON ST
 HOUSTON TX 77006**

State Class Code

A1 -- Real, Residential, Single-Family

Land Use Code

1001 -- Residential Improved

Land Area	Total Living Area	Neighborhood	Neighborhood Group	Market Area	Map Facet	Key Map®
2,021 SF	1,258 SF	8316.08	1629	163 -- 1F Montrose, Fourth Ward Areas	5357D	493P

Value Status Information

Value Status	Notice Date	Shared CAD
Noticed	03/31/2023	No

Exemptions and Jurisdictions

Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2022 Rate	2023 Rate
Residential Homestead	001	HOUSTON ISD	110,465	Not Certified	1.037200	
	040	HARRIS COUNTY	70,465	Not Certified	0.343730	
	041	HARRIS CO FLOOD CNTRL	70,465	Not Certified	0.030550	
	042	PORT OF HOUSTON AUTHY	70,465	Not Certified	0.007990	
	043	HARRIS CO HOSP DIST	70,465	Not Certified	0.148310	
	044	HARRIS CO EDUC DEPT	70,465	Not Certified	0.004900	
	048	HOU COMMUNITY COLLEGE	52,849	Not Certified	0.095569	
	061	CITY OF HOUSTON	70,465	Not Certified	0.533640	
	599	FOURTH WARD (061)	70,465	Not Certified		

993 FOURTH WARD (001)

110,465 Not Certified

Estimated taxes for this property can be found at www.harrispropertytaxes.org.

Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at **HCAD's information center at 13013 NW Freeway.**

Valuations

	Value as of January 1, 2022		Value as of January 1, 2023	
	Market	Appraised	Market	Appraised
Land	171,785		181,890	
Improvement	151,968		170,435	
Total	323,753	323,753	352,325	352,325

5-Year Value History

Value Notice

Land

Market Value Land

Line	Land Use	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	1001 -- Res Improved Table Value SF1 -- Primary SF	SF	2,021	1.00	1.00	1.00	--	1.00	90.00	90.00	181,890.00

Building

Building	Year Built	Type	Style	Quality	Impr Sq Ft	Building Details
1	2000	Residential Single Family	101 -- Residential 1 Family	Good	1,258 *	Displayed

* All HCAD residential building measurements are done from the exterior, with individual measurements rounded to the closest foot. This measurement includes all closet space, hallways, and interior staircases. Attached garages are not included in the square footage of living area, but valued separately. Living area above *attached* garages is included in the square footage living area of the dwelling. Living area above *detached* garages is not included in the square footage living area of the dwelling but is valued separately. This method is used on all residential properties in Harris County to ensure the uniformity of square footage of living area measurements district-wide. There can be a reasonable variance between the HCAD square footage and your square footage measurement, especially if your square footage measurement was an interior measurement or an exterior measurement to the inch.

Building Details (1)

Building Data

Building Areas

Element

Details

Cost and Design	New / Rebuilt	Description	Area
Cond / Desir / Util	Average	BASE AREA PRI	504
Foundation Type	Slab	FRAME GARAGE PRI	220
Grade Adjustment	B	BASE AREA UPR	504
Heating / AC	Central Heat/AC	ONE STORY FRAME UPR	220
Physical Condition	Average	FRAME OVERHANG UPR	30
Exterior Wall	Frame / Concrete Blk		
Element	Units		
Room: Total	5		
Room: Full Bath	2		
Room: Bedroom	2		

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

JOHN SCHLACTER,

Plaintiff,

v.

SHELLPOINT MORTGAGE
SERVICING,

Defendant.

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Civil Action No. 23-956

**DEFENDANT’S RULE 7.1 DISCLOSURE STATEMENT
AND DISCLOSURE OF INTERESTED PARTIES**

Defendant Shellpoint Mortgage Servicing files this Rule 7.1 Disclosure Statement and Disclosure of Interested Parties respectfully shows the Court as follows:

1. **John Schlacter.** John Schlacter is the Plaintiff in this action.
2. **Shellpoint Mortgage Servicing.** Shellpoint Mortgage Servicing is the Defendant in this action. Newrez LLC d/b/a Shellpoint Mortgage Servicing is a wholly-owned subsidiary of Shellpoint Partners LLC, a Delaware limited liability company. Shellpoint Partners LLC is a wholly-owned subsidiary of NRM Acquisition LLC and NRM Acquisition II LLC, Delaware limited liability companies. Both NRM Acquisition entities are wholly-owned subsidiaries of New Residential Mortgage LLC, a Delaware limited liability company. New Residential Mortgage LLC is a wholly-owned subsidiary of Rithm Capital Corp. a Delaware corporation. Rithm Capital Corp., fka New Residential Investment Corp., is publicly traded on the New York Stock Exchange under the ticker symbol RITM, and was previously traded under the ticker symbol NRZ.

Respectfully submitted,

/s/ Lauren N. Beverly

Jeremy J. Overbey
Texas Bar I.D. 24046570
joverbey@settlepou.com

Lauren N. Beverly
Texas Bar I.D. 24073922
lbeverly@settlepou.com

SettlePou
3333 Lee Parkway, Eighth Floor
Dallas, Texas 75219
(214) 520-3300
(214) 526-4145 (Facsimile)

ATTORNEYS FOR DEFENDANT

Certificate of Service

I certify that this document was served in accordance with the Federal Rules of Civil Procedure on March 16, 2023, by the manner indicated upon the following persons:

Via ECF

Erick DeLaRue
Law Office of Erick DeLaRue, PLLC
2800 Post Oak Boulevard, Suite 4100
Houston, Texas 77056
Attorneys for Plaintiff

/s/ Lauren N. Beverly

Lauren N. Beverly

DMS-#976450

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.

Nyjer Reese on behalf of Lauren Beverly
Bar No. 24073922
nreese@settlepou.com
Envelope ID: 73723339
Filing Code Description: Notice
Filing Description: Notice of Removal
Status as of 3/16/2023 11:45 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Jeremy J.Overbey		joverbey@settlepou.com	3/16/2023 11:33:52 AM	SENT
Lauren N. Beverly		lbeverly@settlepou.com	3/16/2023 11:33:52 AM	SENT
Erick DeLaRue	24103505	erick.delarue@delaruelaw.com	3/16/2023 11:33:52 AM	SENT