

CAUSE NO. _____

JOHN SCHLACTER

v.

SHELLPOINT MORTGAGE
SERVICING

§
§
§
§
§
§

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

§
§
§
§
§
§

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 #: 1209000910009

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

§
§
§
§
§
§

IN THE DISTRICT COURT OF

v.

HARRIS COUNTY, TEXAS

SHELLPOINT MORTGAGE
SERVICING

_____ 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
3:36 PM

Cheryl Ellison Thornton

JUDGE PRESIDING

CIVIL PROCESS REQUEST FORM

3/3/2023 11:26:24 AM
Marilyn Burgess - District Clerk
Harris County
Envelope No: 73315809

FOR EACH PARTY SERVED YOU MUST FURNISH ONE (1) COPY OF THE PLEADING TO BE SERVED
FOR WRITS FURNISH TWO (2) COPIES OF THE PLEADING PER PARTY TO BE SERVED
By: CLARSELL, CYNTHIA
Filed: 3/3/2023 11:26:24 AM

CASE NUMBER: CURRENT COURT:

TYPE OF INSTRUMENT TO BE SERVED (See Reverse For Types): PETITION

FILE DATE OF MOTION: MARCH 3, 2023
Month/ Day/ Year

SERVICE TO BE ISSUED ON (Please List Exactly As The Name Appears In The Pleading To Be Served):

1. NAME: SHELLPOINT MORTGAGE SERVICING
ADDRESS: 211 E. 7TH STREET, SUITE 620 AUSTIN, TX 78701
AGENT, (if applicable): C/O CORPORATION SERVICING COMPANY

TYPE OF SERVICE/PROCESS TO BE ISSUED (see reverse for specific type): CITATION

SERVICE BY (check one):

- ATTORNEY PICK-UP
CONSTABLE
CIVIL PROCESS SERVER - Authorized Person to Pick-UP: Courthouse Connection Phone:
MAIL
CERTIFIED MAIL
PUBLICATION:
Type of Publication: COURTHOUSE DOOR, or
NEWSPAPER OF YOUR CHOICE:
OTHER, explain: EMAIL TO ATTORNEY

ATTENTION: Effective June1, 2010

For all Services Provided by the DISTRICT CLERKS OFFICE requiring our office to MAIL something back to the Requesting Party, we require that the Requesting Party provide a Self-Addressed Stamped Envelope with sufficient postage for mail back. Thanks you,

2. NAME:
ADDRESS:
AGENT, (if applicable):

TYPE OF SERVICE/PROCESS TO BE ISSUED (see reverse for specific type):

SERVICE BY (check one):

- ATTORNEY PICK-UP
CONSTABLE
CIVIL PROCESS SERVER - Authorized Person to Pick-up: Phone:
MAIL
CERTIFIED MAIL
PUBLICATION:
Type of Publication: COURTHOUSE DOOR, or
NEWSPAPER OF YOUR CHOICE:
OTHER, explain

ATTORNEY (OR ATTORNEY'S AGENT) REQUESTING SERVICE:

NAME: Erick DeLaRue TEXAS BAR NO./ID NO. 24103505
MAILING ADDRESS: 2800 Post Oak Blvd., Suite 4100 Houston, TX 77056
PHONE NUMBER: 713-899-6727 FAX NUMBER:
area code phone number area code fax number
EMAIL ADDRESS: erick.delarue@delaruelaw.com

SERVICE REQUESTS WHICH CANNOT BE PROCESSED BY THIS OFFICE WILL BE HELD FOR 30 DAYS PRIOR TO CANCELLATION. FEES WILL BE REFUNDED ONLY UPON REQUEST, OR AT THE DISPOSITION OF THE CASE.

SERVICE REQUESTS MAY BE REINSTATED UPON APPROPRIATE ACTION BY THE PARTIES.

INSTRUMENTS TO BE SERVED:

(Fill In Instrument Sequence Number, i.e. 1st, 2nd, etc.)

ORIGINAL PETITION

_____ AMENDED PETITION
_____ SUPPLEMENTAL PETITION

COUNTERCLAIM

_____ AMENDED COUNTERCLAIM
_____ SUPPLEMENTAL COUNTERCLAIM

CROSS-ACTION:

_____ AMENDED CROSS-ACTION
_____ SUPPLEMENTAL CROSS-ACTION

THIRD-PARTY PETITION:

_____ AMENDED THIRD-PARTY PETITION
_____ SUPPLEMENTAL THIRD-PARTY PETITION

INTERVENTION:

_____ AMENDED INTERVENTION
_____ SUPPLEMENTAL INTERVENTION

INTERPLEADER

_____ AMENDED INTERPLEADER
_____ SUPPLEMENTAL INTERPLEADER

INJUNCTION

MOTION TO MODIFY

SHOW CAUSE ORDER

TEMPORARY RESTRAINING ORDER

BILL OF DISCOVERY:

ORDER TO: _____
(specify)

MOTION TO: _____
(specify)

PROCESS TYPES:

NON WRIT:

CITATION
ALIAS CITATION
PLURIES CITATION
SECRETARY OF STATE CITATION
COMMISSIONER OF INSURANCE
HIGHWAY COMMISSIONER
CITATION BY PUBLICATION
NOTICE
SHORT FORM NOTICE

PRECEPT (SHOW CAUSE)
RULE 106 SERVICE

SUBPOENA

WRITS:

ATTACHMENT (PROPERTY)
ATTACHMENT (WITNESS)
ATTACHMENT (PERSON)

CERTIORARI

EXECUTION
EXECUTION AND ORDER OF SALE

GARNISHMENT BEFORE JUDGMENT
GARNISHMENT AFTER JUDGMENT

HABEAS CORPUS
INJUNCTION
TEMPORARY RESTRAINING ORDER

PROTECTIVE ORDER (FAMILY CODE)
PROTECTIVE ORDER (CIVIL CODE)

POSSESSION (PERSON)
POSSESSION (PROPERTY)

SCIRE FACIAS
SEQUESTRATION
SUPERSEDEAS