

**CAUSE NO. 2023-07067**

**LONDALE, INC.**

**V.**

**HOUSES TO HOMES VENTURES, LLC,  
CYBER LODGING SERVICES, LLC**

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**IN THE DISTRICT COURT OF**

**HARRIS COUNTY, TEXAS**

**334th JUDICIAL DISTRICT**

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**HOUSES TO HOMES VENTURES, LLC'S  
ORIGINAL ANSWER AND AFFIRMATIVE DEFENSES**

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TO THE HONORABLE JUDGE DAWN RODGERS:

COMES NOW Houses to Homes Ventures, LLC, Defendant in the above styled and numbered cause, filing its Original Answer and Affirmative Defenses and would respectfully show this Court the following:

**GENERAL DENIAL**

1. Subject to such stipulations and affirmative defenses as may hereafter be made, Defendant Houses to Homes Ventures, LLC asserts a general denial as is authorized by Rule 92 of the Texas Rules of Civil Procedure. Defendant Houses to Homes Ventures, LLC respectfully requests that Plaintiff be required to prove the charges and allegations against Defendants by a preponderance of the evidence as is required by the Constitution and laws of the State of Texas.

**AFFIRMATIVE DEFENSES**

2. Even if Plaintiff proves the allegations set forth in its Original Petition, Defendant Houses to Homes Ventures, LLC is not liable to Plaintiff because:

- A. No legally binding contract exists between Plaintiff and Defendant Houses to Homes Ventures, LLC.
- B. Defendant Houses to Homes Ventures, LLC is entitled to the affirmative defense of accord and satisfaction since Defendant Houses to Homes Ventures, LLC has already signed a Release of Earnest Money on

09/01/2020 in relation to this property. A true and correct copy of the signed Release of Earnest Money is attached hereto as Exhibit "1" and incorporated herein for all purposes.

- C. Plaintiff's damages, if any, were proximately caused by the act, omissions or breaches of other persons and/or entities and the acts, omissions or breaches were intervening and superseding causes of Plaintiff's alleged damages.
- D. Defendant Houses to Homes Ventures, LLC will show that Plaintiff failed to mitigate its damages, if any.
- E. Defendant Houses to Homes Ventures, LLC denies that all conditions precedent have occurred in order to entitle Plaintiff to recover reasonable and necessary attorney fees.

#### **PRAYER**

Defendant Houses to Homes Ventures, LLC respectfully prays for judgment of this Court that Plaintiff take nothing by way of its claims and that Houses to Homes Ventures, LLC has judgment for cost, fees, and for such other and further relief to which it is justly entitled.

Respectfully submitted,

VILT LAW, P.C.

By: /s/ Robert C. Vilt  
ROBERT C. VILT  
Texas Bar Number 00788586  
Email: [clay@viltlaw.com](mailto:clay@viltlaw.com)  
5177 Richmond Avenue, Suite 1142  
Houston, Texas 77056  
Telephone: 713.840.7570  
Facsimile: 713.877.1827  
ATTORNEYS FOR DEFENDANT  
HOUSES TO HOMES VENTURES, LLC

### CERTIFICATE OF SERVICE

I certify that the above foregoing document was served upon all counsel and/or parties of record in accordance with the Texas Rules of Civil Procedure via electronic and/or hand delivery on the 28<sup>TH</sup> day of February, 2023.

Gus E. Pappas  
DABNEY PAPPAS  
1776 Yorktown, Ste 425  
Houston, TX 77056

/s/ Robert C. Vilt  
ROBERT C. VILT

### 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.

Nicolas Vilt on behalf of Robert Vilt  
Bar No. 788586  
nicolas@viltlaw.com  
Envelope ID: 73248194  
Status as of 3/2/2023 1:32 PM CST

#### Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Nicolas Vilt		nicolas@viltlaw.com	3/1/2023 3:46:27 PM	SENT
Robert C. Vilt		clay@viltlaw.com	3/1/2023 3:46:27 PM	SENT
Gus EPappas		gus@dabneypappas.com	3/1/2023 3:46:27 PM	SENT

# **EXHIBIT 1**



TEXAS ASSOCIATION OF REALTORS®  
**RELEASE OF EARNEST MONEY**

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.  
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**RELEASE OF EARNEST MONEY BETWEEN THE UNDERSIGNED BUYER AND SELLER CONCERNING THE PROPERTY AT**

**NOTICE: This form provides for the release of the parties, brokers, and title companies from all liability under the contract (not just for disbursement of earnest money). Do not sign this form if it is not your intention to release all the persons signing this form from all liability under the contract. READ THIS RELEASE CAREFULLY. If you do not understand the effect of this release, consult your attorney BEFORE signing.**

- A. The undersigned Buyer and Seller release each other, any broker, title company, and escrow agent from any and all liability under the aforementioned contract.
- B. The undersigned direct \_\_\_\_\_ (escrow agent) to disburse the earnest money as follows:

\$ 25,000.00 to Angeli Arjuman  
 \$ \_\_\_\_\_ to \_\_\_\_\_  
 \$ \_\_\_\_\_ to \_\_\_\_\_  
 \$ \_\_\_\_\_ to \_\_\_\_\_

Buyer  Date 9/1/20

Seller \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Other/Cooperating Broker \_\_\_\_\_

Listing/Principal Broker \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_