12/22/2022 11:51 AM
Marilyn Burgess - District Clerk Harris County
Envelope No. 71248261
By: Cynthia Clausell-McGowan
Filed: 12/22/2022 11:51 AM

CAUSE NO	D
NTAG, LLC	§ IN THE DISTRICT COURT
	§
VS.	§ JUDICIAL DISTRICT
FRED ZAZISKI	§ § OF HARRIS COUNTY, TEXAS
	3 01 222222
PLAINTIFF'S	ORIGINAL PETITION
NOW COMES Plaintiff NTAG, LLC	C, complaining of Defendant Fred Zaziski, and for

Discovery Control Plan

cause of action would show the Court the following:

1. As provided in Rule 190, Texas Rules of Civil Procedure, Plaintiff intends to conduct discovery under Level 2.

Plaintiff

2. Plaintiff, NTAG, LLC, is a limited liability company whose address is 2440 Lofton Terrace, Fort Worth, Texas 76109.

Defendant

- 3. Defendant, Fred Zaziski, is an individual who may be served with process at Defendant's residence by personal delivery at 15 Lochbury Court, Spring, Texas 77379.
- 4. This Court has jurisdiction over Fred Zaziski because said Defendant is a resident of Texas.

Venue

5. Venue is proper in this county in that Defendant resided in Harris County at the time this cause of action accrued.

Jurisdiction

6. The damages sought in this suit are within the jurisdictional limits of the Court. As required by Rule 47, Texas Rules of Civil Procedure, Plaintiff states that Plaintiff seeks only non-monetary relief.

Notice of Claim

7. Plaintiff delivered written notice of this claim to Fred Zaziski on December 12, 2022, advising Fred Zaziski in reasonable detail of the specific complaint made the subject of this action and the amount and nature of the damages and expenses sought.

Facts

- 8. On September 28, 2022, NTAG, LLC and Fred Zaziski entered into a written contract ("the contract" herein).
- 9. The contract was entered into between the parties for Defendant to sell the property located at 15 Lochbury Court, Spring, Texas 77379 and the property was to close on or before October 28, 2022.
 - 10. NTAG, LLC has fully performed all obligations under the contract.

Breach of Contract

11. Defendant wholly refuses to close on the property on or before the closing date and continues to refuse to close on the property.

Specific Performance

12. Monetary damages are an inadequate remedy for the injuries suffered by Plaintiff as a result of Defendant's breach because it is hard to ascertain the monetary damages Plaintiff will occur if Plaintiff does not receive the property. Plaintiff's intent is to rent the property out or sell the property and it is difficult to ascertain the rental value lost or what the property will sell for without listing the property which Plaintiff cannot do without owning the property. Plaintiff therefore asks the Court to order specific performance of the contract.

Alternative Pleadings

13. As provided in Rule 48, Texas Rules of Civil Procedure, claims for relief made in this petition are presented in the alternative when necessary to preserve such claim.

Initial Disclosures

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

15. Plaintiff asks the Court to keep the requirement of Initial Disclosures to be made within 30 days.

Prayer

Plaintiff prays that citation be issued commanding Defendant to appear and answer herein and that Plaintiff be awarded judgment against Defendant for the relief requested herein and for all other relief to which Plaintiff is entitled both in equity and at law.

Respectfully submitted,

David Gilchrist
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/s/ David Gilchrist

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