

CAUSE NO. 2023-20456

**CIRCLE T RESERVES L.L.C.,
EARNEST J. TAYLOR and
LECIA A. TAYLOR**
Plaintiffs,

vs.

AMG TEXAS CAPITAL L.L.C.
Defendant.

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

80th JUDICIAL DISTRICT

PLAINTIFFS' FIRST AMENDED ORIGINAL PETITION

COME NOW Plaintiffs, **CIRCLE T RESERVES, L.L.C., EARNEST J. TAYLOR** and **LECIA A. TAYLOR**, complaining of Defendant, **AMG TEXAS CAPITAL, LLC**, and for cause of action would show the Court the following:

PARTIES

2. Plaintiff, **CIRCLE T RESERVES** is a Texas limited liability company with its principal place of business in Harris County Texas

3. Plaintiffs, **EARNEST J. TAYLOR** and **LECIA A. TAYLOR** are individuals residing at 20615 Leafdale Court, Humble Texas 77338-2760.

4. Defendant, **AMG TEXAS CAPITAL, LLC** is a Texas limited liability company with its principal place of business in Houston Texas. The Defendant has appeared and answered and therefor, no service of process is necessary at this time.

VENUE

5. Venue is proper in Harris County, Texas pursuant to **Section 15.002(a)(1) of the Texas Civil Practice & Remedies Code** in that all the events giving rise to this cause of action

occurred within Harris County and the real property which is the subject of this lawsuit is situated in Harris County, Texas.

JURISDICTION

6. This court has subject matter jurisdiction over this case since the transaction and events which are the subject of this petition primarily occurred within the County of Harris, State of Texas and affected real property which is the subject of this petition.

7. So long as venue is proper against any one defendant, the Court has venue against either defendant because Plaintiff's claims arise out of the same transaction, occurrence, or series of transactions. *See* Tex. Civ. Prac. & Rem. Code §15.005.

8. The amount in controversy is within the jurisdictional limits of this Court.

9. This Court has personal jurisdiction over all parties.

FACTS

10. On or about October 2020, Circle T Reserves L.L.C. initially entered a commercial real estate loan (the "Loan") with Defendant, a private lender, in the original principal amount of \$1,100,000.00.

11. The Loan had a term of 12 months and was renewed and extended for another 12-month term in October of 2021.

12. At the time the Loan was renewed and extended, the Plaintiffs executed and delivered to C. Scott Mann, Jr., Trustee, a Deed of Trust which was recorded under County Clerk's File No. ZRZP-2021-606767 in the Official Public Records of Real Property of Harris County, Texas. The Deed of Trust conveyed to said Trustee for the benefit of the Defendant that certain commercial real property located in Harris County, together with all improvements and fixtures located thereon, and more particularly described as:

Tract I (Fee Simple)

Restricted Reserve B, Block 1, containing 1.919 acres out of CVS Commercial Reserves No. 1, as shown on the Map or Plat filed for record under Film Code No. 659067 of the Map Records of Harris County, Texas.

Tract II (Easement Estate)

Ingress and Egress to and from Tract I above created over, along, and across the real property more fully described as Protected Drive 1 and Protected Drive 2 in Exhibit A-2 (Part 1) and Exhibit A-2 (Part 2), respectively, in that certain Reciprocal Easement Agreement, dated September 18, 2013, filed for record on January 15, 2014, under Harris County Clerk's file No. 20140017019, Harris County, Texas, with the metes and bounds descriptions of Protected Drive 1 and Protected Drive 2 being as follows:

PROTECTED DRIVE 1:

A CERTAIN PARCEL OF GROUND TOGETHER WITH ALL THE BUILDINGS AND IMPROVEMENTS, BEING A PART OF THE JOHN WHITE SURVEY, ABSTRACT NO. 1011, HARRIS COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON ROD CAPPED "SOUTEX" SET AT THE SOUTHWEST CORNER OF PROPOSED RESERVE 'B', PART OF THE JOHN WHITE SURVEY, ABSTRACT NO. 1011, HARRIS COUNTY, TEXAS, ALSO KNOWN AS THE POINT OF BEGINNING OF THE PROTECTED DRIVE 1 EASEMENT AREA;

THENCE SOUTH 88 DEGREES 21 MINUTES 10 SECONDS WEST A DISTANCE OF 23.69 FEET TO A POINT;

THENCE NORTH 03 DEGREES 03 MINUTES 27 SECONDS WEST A DISTANCE OF 190.35 FEET TO A POINT;

AT A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 16.59 FEET AND AN ARC LENGTH OF 6.11 FEET, CHORD OF SAID CURVE BEARING NORTH 13 DEGREES 36 MINUTES 50 SECONDS WEST A DISTANCE OF 6.08 FEET TO A POINT;

THENCE NORTH 18 DEGREES 55 MINUTES 23 SECONDS WEST A DISTANCE OF 128.27 FEET TO A POINT;

AT A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET AND AN ARC LENGTH OF 23.54 FEET, CHORD OF SAID CURVE BEARING NORTH 64 DEGREES 08 MINUTES 27 SECONDS WEST A DISTANCE OF 21.20 FEET TO A POINT LOCATED WITHIN THE RIGHT OF WAY OF AIRPORT BLVD.;

THENCE CONTINUING WITHIN THE RIGHT OF WAY OF AIRPORT BLVD. NORTH 70 DEGREES 54 MINUTES 19 SECONDS EAST A DISTANCE OF 65.00 FEET TO A POINT;

AT A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET AND AN ARC LENGTH OF 23.59 FEET, CHORD OF SAID CURVE BEARING SOUTH 25 DEGREES 51 MINUTES 33 SECONDS WEST A DISTANCE OF 21.23 FEET TO A POINT;

THENCE SOUTH 19 DEGREES 11 MINUTES 13 SECONDS EAST A DISTANCE OF 42.50 FEET TO A POINT;

AT A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 5.00 FEET AND AN ARC LENGTH OF 6.45 FEET, CHORD OF SAID CURVE BEARING SOUTH 56 DEGREES 07 MINUTES 21 SECONDS EAST A DISTANCE OF 6.01 FEET;

THENCE NORTH 86 DEGREES 56 MINUTES 31 SECONDS EAST A DISTANCE OF 8.47 FEET TO A POINT ON THE WESTERN PROPERTY LINE OF PROPOSED RESERVE 'B', PART OF THE JOHN WHITE SURVEY, ABSTRACT NO. 1011, HARRIS COUNTY, TEXAS;

THENCE CONTINUING ALONG SAID WESTERN LINE SOUTH 03 DEGREES 03 MINUTES 47 SECONDS EAST A DISTANCE OF 279.50 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 9,758.30 SQUARE FEET (0.224 ACRES); PROTECTED DRIVE 2:

A CERTAIN PARCEL OF GROUND TOGETHER WITH ALL THE BUILDINGS AND IMPROVEMENTS, BEING A PART OF THE JOHN WHITE SURVEY, ABSTRACT NO. 1011, HARRIS COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON ROD CAPPED "SOU LEX" SET AT THE SOUTHWEST CORNER OF PROPOSED RESERVE 'B', PART OF THE JOHN WHITE SURVEY, ABSTRACT NO. 1011, HARRIS COUNTY, TEXAS;

THENCE NORTH 86 DEGREES 56 MINUTES 11 SECONDS EAST A DISTANCE OF 140.92 FEET TO A POINT ON THE SOUTHERN PROPERTY LINE OF PROPOSED RESERVE 'IT', PART OF THE JOHN WHITE SURVEY, ABSTRACT NO. 1011, HARRIS COUNTY, TEXAS, ALSO KNOWN AS THE POINT OF BEGINNING OF PROTECTED DRIVE 2 EASEMENT AREA;

THENCE CONTINUING ALONG SAID SOUTHERN LINE NORTH 86 DEGREES 56 MINUTES 11 SECONDS EAST A DISTANCE OF 76.68 FEET TO A POINT;

THENCE SOUTH 03 DEGREES 03 MINUTES 49 SECONDS EAST A DISTANCE OF 85.52 FEET TO A POINT;

AT A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET AND AN ARC LENGTH OF 32.60 FEET, CHORD OF SAID CURVE BEARING SOUTH 49 DEGREES 45 MINUTES 26 SECONDS EAST A DISTANCE OF 29.11 FEET TO A POINT WITHIN THE RIGHT OF WAY OF CULLEN BLVD.;

THENCE NORTH 83 DEGREES 32 MINUTES 57 SECONDS EAST A DISTANCE OF 62.34 FEET TO A POINT WITHIN THE RIGHT OF WAY OF CULLEN BLVD.;

AT A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET AND AN ARC LENGTH OF 23.54 FEET, CHORD OF SAID CURVE BEARING NORTH 38 DEGREES

35 MINUTES 17 SECONDS EAST A DISTANCE OF 21.20 FEET TO A POINT WITHIN THE RIGHT OF WAY OF CULLEN BLVD.;

THENCE SOUTH 06 DEGREES 25 MINUTES 58 SECONDS EAST A DISTANCE OF 64.98 FEET TO A POINT WITHIN THE RIGHT OF WAY OF CULLEN BLVD.;

AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET AND AN ARC LENGTH OF 23.56 FEET, CHORD OF SAID CURVE BEARING NORTH 51 DEGREES 27 MINUTES 03 SECONDS WEST A DISTANCE OF 21.21 FEET TO A POINT WITHIN THE RIGHT OF WAY OF CULLEN BLVD.;

THENCE SOUTH 83 DEGREES 32 MINUTES 57 SECONDS WEST A DISTANCE OF 62.32 FEET TO A POINT WITHIN THE RIGHT OF WAY OF CULLEN BLVD.;

AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 55.00 FEET AND AN ARC LENGTH OF 89.65 FEET, CHORD OF SAID CURVE BEARING NORTH 49 DEGREES 45 MINUTES 26 SECONDS WEST A DISTANCE OF 80.05 FEET TO A POINT;

THENCE NORTH 03 DEGREES 03 MINUTES 49 SECONDS WEST A DISTANCE OF 44.42 FEET TO A POINT;

AT A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND AN ARC LENGTH OF 19.63 FEET, CHORD

OF SAID CURVE BEARING NORTH 25 DEGREES 33 MINUTES 48 SECONDS WEST A DISTANCE OF 19.13 FEET TO A POINT;

THENCE NORTH 48 DEGREES 03 MINUTES 48 SECONDS WEST A DISTANCE OF 23.59 FEET TO A POINT;

AT A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 21.66 FEET AND AN ARC LENGTH OF 19.58 FEET, CHORD OF SAID CURVE BEARING NORTH 72 DEGREES 11 MINUTES 43 SECONDS WEST A DISTANCE OF 18.92 FEET TO THE POINT OF BEGINNING; CONTAINING AN AREA OF 8,431.13 SQUARE FEET (0.194 ACRES).

(hereafter simply referred to as the “Property”).

13. Plaintiffs, Earnest J. Taylor and wife, Lecia A. Taylor were included as additional debtors in this transaction solely for the purpose of granting all their right, title and interest in and to Tract II (Easement Estate) as described below.

14. In addition to the foregoing, Plaintiffs, Earnest Taylor and Lecia Taylor also executed an Assignment of Rents, dated October 16, 2021.

15. The Loan term was also twelve (12) months.

16. In October 2022, negotiations begun to extend and renew the Loan for a second time. Plaintiffs and Defendant, acting through its duly appointed agents and attorneys drafted the terms for a renewal of the Note and Deed of Trust. As had been the case when the October 2020 loan matured, there was a period of about four to five months in which the renewal loan documents were prepared, reviewed, and approved by the parties and then signed. During that period, any accrued principal and interest was carried forward by the lender and incorporated into the new renewal loan.

17. In the case of the October 2022 loan, however, the Defendant lender made a significant change in the structure of the loan. Up to that point, the loan had been primarily secured by the commercial real property that housed a CVS pharmacy. The additional security recited in

the earlier loans included a private access easement to that property which allowed customers to enter and exit the Pharmacy parking lot from the public roadway. The lender decided that it needed to be additionally further secured by the entire property in which the easement was located. Since the additional land was not owned by the Plaintiffs' it was necessary to secure the legal rights to that additional property. Negotiations drug on with numerous changes and additions needed to the loan documents and the lender made the decision to declare the loan in default. That decision was transmitted to the Plaintiffs for the first time in early 2023.

18. On February 13, 2023, the Trustee sent a certified letter to the Plaintiffs informing them that they were in default on their obligation and demanded that the indebtedness plus unspecified interest be paid in full and advising them of an upcoming foreclosure on March 7, 2023. That same day, the Defendant appointed Griffin P. McDonald to act as substitute trustee (the "Substitute Trustee") effective on February 10, 2023, recorded under Country Clerk's File No. RP-2023-48698 in the Official Public Records of Real Property of Harris County, Texas.

19. Defendant did not send the Plaintiffs a Notice of Default and Opportunity to Cure as provided by the Texas Property Code, presumably because of a waiver provision in the 2021 Deed of Trust. The 2021 Promissory Note, however, did include such language.

20. Defendant alleged that a default occurred under the terms of the Note and under the terms of the Deed of Trust and requested the Substitute Trustee sell the Property under the terms of the Deed of Trust to satisfy the Note and all other indebtedness secured by the Deed of Trust.

21. On Friday afternoon, March 3, 2023, the Defendant lender's attorney transmitted the proposed new loan documents to the title company with instructions that the Plaintiffs were to sign the documents prior to the following Tuesday or face a foreclosure sale. The title company closing agent was not in the office when the loan documents arrived, and the Plaintiffs did not actually have the chance to review the proposed loan documents until the weekend before the

proposed foreclosure sale. The Plaintiffs advised both the title company and the Defendant's attorney who prepared the documents of the legal issues in the loan documents and provided those annotations to the various parties that weekend. On the Monday prior to the foreclosure sale the Plaintiffs were advised they needed to travel to the lender's attorney's office to sign the allegedly revised loan documents. The documents had not been changed as requested and the Plaintiffs left the attorney's office and traveled to the foreclosure venue but were unable to determine that the property had been struck off by the Substitute Trustee.

22. According to the Defendant, on March 7, 2023, the Substitute Trustee proceeded to sell the Property at public auction at the Bayou City Event Center Pavilion located at 9401 Knight Road, Houston, Harris County, Texas, between the hours of 10:00 o'clock a.m. and 1:00 o'clock p.m.

23. At the foreclosure sale, the Property was apparently struck off by the Substitute Trustee and sold to Defendant, for the sum of \$1,000,000.00.

CAUSES OF ACTION

A. Declaratory Judgment – Improper Foreclosure

24. The Plaintiffs hereby adopt by reference each of the paragraphs above as if fully and completely set forth herein,

25. A controversy exists whether Defendant has followed permissible procedures to legally conduct a non-judicial foreclosure on March 7, 2023. The Court is vested with the power to declare and adjudicate the rights and other legal relationships of the parties to this action. Plaintiffs, as legal owners of the Property, are the proper parties to seek a declaratory judgment to resolve the question of whether the Defendant acted legally.

26. Foreclosure by non-judicial sale is a "harsh remedy" and therefore lenders must have "strict adherence to the nonjudicial sale statutes for a sale to be valid. *In re George West 59*

Inv., Inc., 526 B.R. 650,666 (N.D. Tex. Bkry. 2015)(citing *Houston First Am. Sav. v. Musick*, 650 S.W 2d 764, 768 (Tex. 1983)). “Compliance with the notice [of sale] condition contained in the Deed of Trust and as prescribed by law is a prerequisite to the right of the Trustee to make the sale.” *Houston First Am. Sav.*, 650 S.W.2d at 768. “Noncompliance with [the statutory] requirements can render a foreclosure sale void.” *Myrad Props., Inc. v. La Salle Bank, Nat’l Ass’n*, 252 S.W.3d 605, 615 (Tex. App. – Austin 2008, pet. granted), *rev’d on other grounds*, 300 S.W.3d 746 (Tex. 2009). The duty owed is to strictly comply with the loan documents and the law. *First State Bank v. Kleilman*, 851. S.W.2d 914, 925 (Tex. App. – Austin 1993, writ denied) (further citations omitted).¹

27. There was no notice of default sent to the Debtor in this case presumably because the Deed of Trust contained a Waiver of Notice. That directly conflicts with the Promissory Note provision that requires a notice of default and an opportunity to cure. In addition, the waiver language in this case was not located in the same **WAIVER** section of the Deed of Trust as were all the other waivers. Nor was it (like all the other waivers) in capital letters nor was it in bold print. In short, it was not **conspicuous**, clear or an unequivocal waiver of demand, presentment payment, acceleration intent to accelerate. Section 51.002(d) of the Texas Property Code does not, expressly limit such notices to residential transactions. Specifically, Section 51.002(d) states, “*notwithstanding any agreement to the contrary*, the mortgage servicer of the debt shall serve a debtor in default under a deed of trust or other contract lien on real property used as the debtor’s residence with written notice by certified mail stating that the debtor is in default under the deed of trust or other contract lien and giving the debtor **at least 20 days to cure the default before**

¹ This is a commercial foreclosure. However, contrary to the Defendant’s assertions that the Texas Property Code does not apply to commercial loans, commercial foreclosures do not operate under a different set of state laws or statutes from residential foreclosures. All nonjudicial foreclosures, whether commercial or residential, must strictly adhere to the standards and requirements of chapter 51 of the Texas Property Code, and as applicable, other state and federal statutes. (*Texas Foreclosure Manual*, section 22.1 and 22.2:3).

notice of sale can be given under Subsection (b). The entire calendar day on which the notice required by this subsection is given, regardless of the time of day at which the notice is given, is included in computing the 20-day notice period required by this subsection, and the entire calendar day on which notice of sale is given under Subsection (b) is excluded in computing the 20-day notice period.

28. Plaintiffs are seeking a declaration from this court that the foreclosure sale was procedurally defective and therefore illegal and request that it be set aside and the Plaintiffs reinstated to the position they occupied prior to the sale.

B. Equitable Right of Redemption

29. The Plaintiffs incorporate by reference the facts section of this Petition as though fully set forth herein.

30. To properly state a claim for the equitable right of redemption, a plaintiff must show he: (1) has an equitable or legal right to the property; (2) based on that interest in the property, would suffer a loss from foreclosure; and (3) “is ‘ready, able or willing to redeem the properties in controversy by paying off the amount of valid and subsisting liens to which the properties [are] subject.’ “*Scott v. Dorothy B. Schneider Estate Trust*, 783 S.W.2d 26, 28 (Tex. App. – Austin, 1990, no writ) (quoting *Houston v. Shear*, 210 S.W. 976, 981 (Tex. App. – Austin 1919, writ *dism’d*)).

31. The Plaintiff Circle T Reserves L.L.C. is the legal owner of the Property.

32. As legal owner of the Property, Debtor has suffered a loss of ownership and the loss of considerable equity in the Property. Additionally, Debtor has lost considerable rental income from the tenant of the Property. As such, the Debtor asks the court to set aside the foreclosure sale. Debtor is ready, able, or willing to redeem the Property in controversy by paying off the amount of any *valid and subsisting* liens to which the Property is subject or alternatively, seeks

actual damages for all such losses suffered because of this illegal action by the Defendant.

C. Fraud

33. The Plaintiffs incorporate by reference the facts section of this Petition as though fully set forth herein.

34. For further cause of action, Plaintiffs assert the Defendant has committed fraud in this case. During the period the supposed 2022 extension and renewal loan was being negotiated, the Defendant made material representations regarding additional security requirements from those required in the 2021 renewal and extension Loan while knowing full well that those representations were false or were made recklessly without any knowledge of its truth. The Defendant, acting through its attorneys and agents, made the misrepresentations and intended to induce Plaintiffs to act upon those misrepresentations until a point in time which was too late to cure any technical monetary default on the Loan. Instead of extending a foreclosure sale for one or two months to allow the Plaintiffs to either cure or to pay-off the earlier loan, the Defendant essentially took the property from the Plaintiffs, which was, in hindsight, probably the Defendant's original plan all along. This fact is bolstered by a letter sent to the Plaintiffs almost immediately after the foreclosure sale in which the Defendant offered to sell the Property back to the Plaintiffs if they would pay the Defendant a significant additional sum of money over and above the value of the loan.

35. The Defendant never intended to renegotiate the 2022 loan. The Defendant, acting through its agents and attorneys prolonged the loan negotiations to the point where the Plaintiffs were in a technical monetary default and then did not provide the Plaintiffs with any opportunity to either cure that default or sign the new Loan. To make matters even worse, the Defendant required the Plaintiffs to travel a great distance to its attorney's office to sign the documents and when refused, had to travel back to the foreclosure venue but were unable to even place a bid on

the Property because it was never struck from the foreclosure list during the entire time they were present.

36. Plaintiffs have suffered actual damages in an amount more than One Million Two Hundred and No/100 Dollars (\$1,200,000.00) for which the Plaintiffs hereby sue.

37. Furthermore, the actions were clearly intentional and are therefore subject to additional punitive damages in an amount of at least three times the actual damages requested above.

D. Negligent Misrepresentation

38. The Plaintiffs incorporate by reference the facts section of this Petition as though fully set forth herein.

39. Alternatively, for further cause of action, Plaintiffs assert the Defendant negligently misrepresented material facts related to the proposed 2022 extension and renewal Loan in the following particulars:

40. The Defendant made the representations set forth above without reasonable grounds for believing it to be true or the Defendant was grossly negligent. By demanding additional security for the loan in the 2022 iteration of what the Defendant purposely mislabeled as a “renewal and extension” loan, Defendant and its agents and attorneys made a material misrepresentation, especially since the additional security was *not even owned* by the Plaintiffs. That change alone was enough to alter the entire character of the loan altogether from a “renewal and extension loan to a new loan with material new terms.

41. The Defendant intended to deceive the Plaintiffs or coerce the Plaintiffs to take some action by waiting until the last moment to force the new terms on the Plaintiffs and then not agreeing to extend the time of the scheduled foreclosure sale. This conduct was coercive and

constituted an unwarranted attempt to force the new terms on the Plaintiffs or face the possibility of losing their property.

42. Up until just three days before the new renewal and extension loan was to close, the Plaintiffs justifiably relied on the Defendants representations since the scenario was exactly as it had been in 2021 when the earlier renewal and extension loan had been signed by the parties.

43. As a direct result of the foregoing, the Plaintiffs have suffered actual damages in an amount more than One Million Two Hundred and No/100 Dollars (\$1,200,000.00) for which the Plaintiffs hereby sue.

44. Furthermore, the Defendant, in concert with their duly authorized agents and attorneys. were grossly negligent and are therefore subject to additional punitive damages in an amount of at least three times the actual damages requested above.

Conditions Precedent

44. All conditions precedent have been performed or have occurred to entitle the Plaintiffs to recover under these causes of action as required by Texas Rules of Civil Procedure 54.

Attorney's Fees and Costs

45. Plaintiffs have retained the services of the undersigned counsel of record, and accordingly, Plaintiffs sue for the recovery of reasonable attorney's fees pursuant to Tex. Civ. Prac. & Rem. Code of § 37.009 together with conditional awards in the event of appeal to the Court of Appeals and the Texas Supreme Court.

Statement Regarding Relief Sought and Discovery

46. As required by Tex. R. Civ. P. 47(c), Plaintiffs state that they seek monetary relief exceeding \$1,000,000.00 as well as non-monetary relief.

47. Plaintiffs state that a Level 2 discovery control plan applies in this case.

Prayer

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray for the following relief:

1. Judgment in favor of the Plaintiffs setting aside the foreclosure sale and allowing the Plaintiffs to pay off the indebtedness as provided under Texas law,
2. Plaintiff's reasonable attorney's fees and costs under Tex. Civ. Prac. And Remedies Code § 37.009 with conditional awards in the event of an appeal to the Court of Appeals or the Texas Supreme Court,
3. Pre-judgment and post judgment interest on any monetary relief awarded by this Court,
4. For Declaratory Relief specified above, and declaring that:
 - a. Plaintiffs are the prevailing parties;
 - b. Defendant has no enforceable title or lien interest against the Property;
 - c. all adverse claims to the real property in this proceeding are dismissed;
and
 - d. Defendant and any person claiming under the Defendant has no right, title, lien, or other legal interest in or to the Property or any part of the Property.
5. In the alternative, Plaintiff Circle T Reserves L.L.C. is entitled to the equitable right of redemption.
6. In the alternative, the Plaintiffs are entitled to actual damages as set forth above together with punitive damages due to the Defendant's fraudulent conduct.
7. In the alternative, the Plaintiffs are entitled to actual damages as set forth above together with punitive damages because of the Defendant's negligent misrepresentations.

8. Such other and further relief, both in law or in equity, to which the Plaintiffs may show themselves justly entitled.

Unofficial Copy Office of Marilyn Burgess District Clerk

Respectfully submitted,

GK LAW PLLC

/s/ Gagan Khan

GAGAN KHAN

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/s/ Randall B. Clark

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**ATTORNEYS FOR PLAINTIFFS,
CIRCLE T RESERVE L.L.C., ERNEST J.
TAYLOR AND LECIA A. TAYLOR**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Plaintiffs' First Amended Original Petition has been served on all counsel of record in this case as required by the Texas Rules of Civil Procedure on this 16th day of August 2023.

/s/ Gagan Khan

GAGAN KHAN

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.

Gagan Khan
Bar No. 24090207
info@gagan.law
Envelope ID: 78605264
Filing Code Description: Amended Filing
Filing Description: Plaintiff's First Amended Original Petition
Status as of 8/16/2023 4:00 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
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Unofficial Copy Office of Martin B. Hayes District Clerk