

CAUSE NO. 2023-22179

MAI-LINH NGUYEN AND JOEL REYES MARTINEZ	§	IN THE DISTRICT COURT
	§	
	§	
<i>Plaintiffs,</i>	§	
	§	
VS.	§	
	§	
CHRISTIAN CONSULTANTS OF TEXAS, LLC, KEVIN PAWLOWSKI, SUSAN A CASIAS, & SONYA SMITH	§	270TH JUDICIAL DISTRICT
	§	
	§	
<i>Defendants.</i>	§	OF HARRIS COUNTY, TEXAS

PLAINTIFFS' AMENDED PETITION AND JURY DEMAND

COMES NOW, **MAI-LINH NGUYEN and JOEL REYES MARTINEZ** ("Plaintiffs") who file this Amended Petition, complaining of Defendants, **CHRISTIAN CONSULTANTS OF TEXAS LLC, KEVIN PAWLOWSKI, SUSAN CASIAS, & SONYA SMITH** ("Defendants"), and would show the Court as follows:

I. PARTIES

1. Plaintiff, Mai-Linh Nguyen, is an individual residing in Harris County, Texas. The first three digits of her Social Security number and driver's license are respectively, 689 & 263.
2. Plaintiff, Joel Reyes Martinez, is an individual residing in Harris County, Texas. . The first three digits of his Social Security number and driver's license are respectively, 036 & 689.
3. Defendant, CHRISTIAN CONSULTANTS OF TEXAS LLC is a domestic Limited Liability Company which may be served through its registered agent KEVIN L PAWLOWSKI, at 222 Wedgewood Dr., Montgomery, Montgomery County Texas, 77356.

4. Defendant, Susan Annette Casias, is an individual resident of the state of Texas residing in Harris County and may be served at 18119 Garden Manor Dr. Houston, Harris County, Texas 77084, or wherever else she may be found.

5. Defendant, Kevin Lawrence Pawlowski, is an individual resident of Texas and may be served at 222 Wedgewood Dr., Montgomery, Montgomery County Texas, 77356, or wherever else he may be found.

6. Defendant, Sonya Smith, is an individual who may be served at her office address of JPAR- The Sears Group, 800 Town and Country Blvd., HOUSTON, TX 77024, or wherever else she may be found.

II. DISCOVERY

7. Pursuant to Rule 190.1 of the Texas Rules of Civil Procedure, Plaintiff states that discovery is to be conducted under Rule 190.3, Level 2 Discovery.

III. VENUE

8. Venue is proper in Harris County because the case concerns real property located in Harris County, and the actions and omissions giving rise to this suit occurred in Harris County.

IV. STATEMENT OF RELIEF SOUGHT

9. The plaintiffs seek monetary relief of more than \$1,000,000, excluding interest, statutory or punitive damages and penalties, and attorney's fees and costs. The plaintiffs also seek equitable, non-monetary relief. The damages sought are within the jurisdictional limits of the court.

IV. FACTS

10. Plaintiffs, Mai-Linh Nguyen and Joel Reyes Martinez are husband and wife, formerly residing, with their children, at 15114 Via Verde Drive, Houston, Harris County, Texas (“the subject Property”), since 2006.

11. Defendants, Kevin Lawrence Pawlowski and Susan Annette Casias, claim to be Christian foreclosure consultants; they advertise that they have helped thousands of homeowners “save” their homes. See Exhibit A. These representations are false. Pawlowski and Casias are actually prolific con artists who prey on unsophisticated homeowners facing foreclosure. The defendants have made millions of dollars through their fraud, and regularly recruit other accomplices in their criminal organization, promising them millions as well. See Exhibit B

12. Defendant, Sonya Smith, is a real estate agent who works regularly with defendants Pawlowski and Casias, helping them sale properties and assist with moving Christian Consultant’s clients from their homes after Christian Consultant acquires title. During the relevant time period of this dispute, Ms. Smith reported to the plaintiffs that she attended regular meetings with Pawlowski and Casias and assisted with the operations of Christian Consultants. Ms. Smith, currently has the plaintiffs’ home listed for sale in the MLS.

13. Pawlowski has been sued countless times in Texas for real estate fraud, individually and through various alter ego shell corporations he has formed. His partner, Susan Casias, is a convicted felon, with a lengthy criminal history, including counterfeiting and forgery. The defendants have victimized hundreds, and possibly thousands of homeowners across the State of Texas through their fraudulent activities, usually by befriending and gaining the trust of the homeowners and falsely representing that their “Christian organization” has help thousands of homeowners facing foreclosure to keep their homes.

14. In most cases, unsuspecting homeowners, desperate for help, sign various documents presented to them by the Christian Consultants or their various accomplices under the false pretense of the documents being applications for assistance through their program and/or documents needed to initiate their foreclosure consulting services and communicate directly with the homeowner's lender. Invariably, these documents include notarized signature pages which the defendants then attach to warranty deeds purporting to deed the house to the defendants and acquire title to the unsuspecting homeowners' homes.

15. After recording a deed purporting to convey their victim's home, the defendants eventually evict the homeowners and/or sell their home and keep the equity in the home that the homeowner had in their mortgage. When necessary, the defendants forge documents and threaten their victims with criminal charges unless they vacate their homes and surrender possession to their company. Their financially challenged victims usually lack the sophistication or financial resources to obtain help. Some, after realizing they have been cheated, may feel ashamed or helpless. Eventually, the defendants either force their victims out of their homes so the defendants can sale the homes, or in other instances they may sell the victims' homes to an investor who then rents the home back to the homeowner. In all instances, however, the defendants place their own interests above the interest of their clients through deception and fraud.

16. In May of 2022, the plaintiffs, Ms. Nguyen and Mr. Martinez, received a foreclosure notice on their home, the subject Property. The plaintiffs' situation was complicated because, the plaintiffs had never missed a payment on the mortgage. Ms. Nguyen had made a payment every month at Walmart through MoneyGram. The plaintiffs had only recently learned that for many months the mortgage company claimed that the MoneyGram payments had not been received. The plaintiffs learned from the mortgage company that the MoneyGram payments had

not been received for months. To make matters worse, when the Plaintiffs originally purchased their home in 2006, Ms. Nguyen's brother, Han Nguyen, took out the mortgage in his name, and neither plaintiff was named on the mortgage. By 2020, Mr. Nguyen, was no longer living with the plaintiffs, but had fully conveyed his interest in the house to the plaintiffs. He had not, however, authorized the plaintiffs to communicate with the mortgage servicer, nor had the mortgage ever been transferred to the plaintiffs. This left the plaintiffs in the dark and unable to communicate with the mortgagee or servicer. Moreover, Mr. Nguyen was angry with his sister, which made it difficult for the plaintiffs to seek cooperation once the notice of trustee sale had posted.

17. Ms. Nguyen initially sought the assistance of an attorney, Kevin Pham, but she could not afford to retain him. Mr. Pham advised Ms. Nguyen to contact MoneyGram to determine what happened to her payments and seek recoupment if the payments did not go through to the mortgage company. Ms. Nguyen took this advice, but even ran into difficulties with communicating with MoneyGram.

18. The plaintiffs received one of the defendants' advertisements, offering an opportunity to "STAY IN YOUR HOME." See Exhibit A. Believing that the services of a Christian foreclosure consulting company would be more affordable than hiring an attorney, Ms. Nguyen responded to the advertisement, and Susan Casias came to their home to meet with the plaintiffs. Ms. Nguyen explained the situation to Ms. Casias, and Ms. Casias assured the plaintiffs that she could help. Ms. Casias claimed to the plaintiffs that she was a highly experienced foreclosure consultant and that she had helped thousands of homeowners in default to save their homes. The plaintiffs were under extreme distress in their legal predicament which threatened the loss of their home, but Ms. Casias gave them hope and reassurance, telling them not to worry and even guaranteeing them that she could solve the problem and help them stay in their home.

19. Ms. Casias made these representations to the plaintiffs, as well as to the plaintiff's seventeen-year-old son. Ms. Casias said that she could save the plaintiffs' home from foreclosure and help the plaintiff obtain a new loan. Ms. Casias has no license to qualify her to engage in the practice of law, real estate, or lending, nor has she or Christian Consultants helped thousands of homeowners in default to save their homes. These representations were false. Ms. Casias is however an experienced con artist with a lengthy criminal history, which includes convictions for theft and forgery. In reliance on Ms. Casias's representations, the plaintiffs agree to engage the defendants to represent them. See Exhibit C.

20. Ms. Casias firmly told the plaintiffs not to talk to her attorney or anyone else again about the situation, as this could cause complications and put their home at risk. Ms. Casias also urged Ms. Nguyen's seventeen-year-old son (outside of the presents of his parents) not to let his mother speak to anyone else about their mortgage difficulties and assured him that Christian Consultants would save their home. Ms. Casias presented various documents for the plaintiffs to sign, explaining that she could stop the pending foreclosure of the plaintiff's home and help them obtain a new loan so they could keep their house. She explained that these documents would be necessary to authorize the release of mortgage information to Christian Consultants and thereby allow Christian Consultants to act as their agent and representative in the matter.

21. Shortly after the plaintiff's first meeting with Ms. Casias, the plaintiffs received a full refund of all of the payments they had made through MoneyGram. This was through no effort of the defendants, but a result of Ms. Nguyen's persistence in contacting MoneyGram herself. Ms. Nguyen was elated, and asked Ms. Casias, as her agent, to inform the mortgagee so she could arrange a repayment to bring her mortgage current and avoid default. However, Ms. Casias told the plaintiffs that she had a better solution for the plaintiffs to avoid foreclosure by helping the

plaintiffs get a new loan through Christian Consultants. She gave repeated reassurances that she was acting in the plaintiffs' best interest to save their home and get it out of foreclosure.

22. Over the course of the next five or six months, the defendants continued to act as the plaintiffs' agent and consultant. Ms. Casias requested various financial documents from the plaintiffs and advised them to payoff certain other debts, all the while telling them that she was working on their new loan. Eventually, Ms. Casias referred the plaintiffs to various other individuals who were supposedly working with her to help the plaintiffs, including a realtor Sonya Smith. It was through their contacts with Ms. Smith that the plaintiffs began to realize that Christian Consultants was not acting in their interest as a representative, but in fact the Christian Consultants defendants had deceived them and acquired ownership of their home.

23. By December of 2022, the defendants began pressuring the plaintiffs to move, telling them that, unfortunately, they would not be able to help the plaintiffs to keep their home after all, and that foreclosure would be inevitable. Ms. Casias told the plaintiffs that she would help them find a rental house and even help them with the moving process. The defendants changed the lock on one of the plaintiffs' doors. The defendant Sonya Smith began working with the plaintiffs to get them to move out of their home and the defendant Pawlowski began showing the plaintiffs' home to potential buyers. The plaintiffs were confused and didn't understand how the simple solution of using the funds they had recovered from MoneyGram to cure the default months earlier had turned into Ms. Casias urging them to leave their home. The defendant Smith explained to the plaintiffs that they no longer owned their home, but that Christian Consultants was the owner. The plaintiffs did not know that Christian Consultants already owned their home. They were told from the beginning that the transfer to Christian Consultants would be a two-part process, where Christian Consultants would buy the home and it would be immediately transferred back

through a double closing and new loan. Eventually, Ms. Casias became more aggressive and demanded the plaintiff leave their home, telling them that Christian Consultants now owned the home. The defendant, Pawlowski, sent the plaintiffs a Notice to Vacate on January 5, 2023.

24. By January 2023 the defendants threatened the plaintiffs with eviction and criminal trespass charges if the plaintiff did not leave their home. Fearful and not knowing what else to do, the plaintiffs and their children vacated their home and were forced to live in an RV. The effects of homelessness caused severe emotional distress for the plaintiffs and their children. The defendants have exercised adverse possession over the plaintiffs' home since January of 2023.

25. The plaintiffs are just one family of the countless victims of the defendants' fraud. The defendants, meanwhile, have profited greatly, selling hundreds of homes acquired through their fraudulent acts. The plaintiffs therefore seek damages, exemplary damages, and a permanent injunction to prevent the defendants from continuing to solicit or contact homeowners to for their "services."

V. FRAUDULENT DEED

26. The plaintiffs will show that the defendants created a fraudulent deed by having the plaintiff sign a blank notary page which they later attached to a special warranty deed purporting to convey the plaintiffs' home to Christian Consultants of Texas, LLC. The defendants then filed the fraudulent deed in the Harris County Property records. See Exhibit C. The plaintiffs will show that the defendants have victimized hundreds of Texas homeowners in a similar manner, and other victims of defendants are expected to be called to testify as to the defendants' *modus operandi*.

VI. BREACH OF FIDUCIARY DUTY

27. In the alternative, the plaintiffs bring this claim for breach of fiduciary duty. On or about May 8, 2022, the defendants offered to provide foreclosure consulting services to the plaintiffs, and the plaintiffs agreed to accept the defendants' services. Exhibit C. In reliance on the representations and guarantees made by the defendants that they could save the plaintiffs' home, the defendants became a special agent for the plaintiffs, with fiduciary duties of loyalty. Additionally, the defendants represented that they were a Foreclosure Consultant as that term is defined by Section 21 of the Texas Business & Commercial Code.

28. As a proposed solution to the plaintiffs' mortgage difficulties, defendants (as the plaintiffs' "foreclosure consultant") suggested – not that the plaintiffs seek to explain the MoneyGram snafu to their mortgage servicer and pay the mortgage servicer the MoneyGram refund – but rather, the defendants presented to the plaintiff an proposal through which the defendants would buy the plaintiff's home and sell it back to them through a double closing transaction, assuring the plaintiffs that Christian Consultants would help the plaintiffs obtain new, more favorable, financing, so plaintiffs would have a new loan and in their own name, so that no further reliance or involvement with Ms. Nguyen's brother would be needed. Defendants' alleged strategy to prevent foreclosure was to buy plaintiffs' home and sell it back to them through a double closing transaction, which could allow plaintiffs to obtain a new, more favorable loan under their names. If successful, should have solved the issue of the mortgage on the subject Property being under Ms. Nguyen's brother's name, and also put the plaintiffs in control of any loan on the subject Property. In the meantime, the defendants would use their expertise to negotiate with the existing mortgage servicer to prevent the foreclosure. However, this risky strategy should not have been necessary, nor even considered as the first solution, given the plaintiffs could have reasonably used

the funds from the MoneyGram refund to pay down the delinquency and avoid uncertain future financing.

29. Although the defendants knew that the plaintiffs would rely on the defendant's expertise and representations, the defendants deliberately breached their fiduciary duties to the plaintiff under common law as well as Tex. Bus. & Com. Code § 21.001, which prohibits a Foreclosure Consultant from acquiring an interest, directly or indirectly, in the real or personal property of the homeowner of a residence in foreclosure with whom the foreclosure consultant has contracted to perform services. Moreover, defendants knew that the plaintiffs could have cured the default on the mortgage and could have saved their home from foreclosure through other means. But the defendants had a conflict of interest and advised the plaintiffs not to seek legal counsel or try to cure their mortgage default with funds that were available to the plaintiffs at the time. Instead, the defendants intentionally placed their own self-interest above the plaintiffs, with whom they established a fiduciary relationship.

30. Because of the defendants' actions, the plaintiffs lost their home. Even though the court will eventually find that the conveyance of the plaintiffs' home to the defendants was a void and fraudulent conveyance, the damage already done is irreversible because the defendants' fraudulent actions have now made it nearly certain that the plaintiffs' home (which the defendants' have adversely possessed since January of 2023) will be sold at a foreclosure sale. The plaintiffs' home had a market value of at least \$325,000 and the defendants currently have a contract with a third-party for the sale of the property by the defendants, but that sale has not closed and will likely not close due to this lawsuit being filed. More than likely, the house will be lost by foreclosure since Christian Consultants never even paid the \$135,000 they contracted to pay in their unscrupulous contract. See Exhibit D Thus, the mortgage remains in default due to the breach of

contract by Christian Consultants. Nevertheless, the defendants should be held jointly and severally liable to the plaintiffs for the amount of at least \$325,000 for the loss of the house. The plaintiffs also seek treble and exemplary damages.

VII. STATUTORY FRAUD

31. Plaintiffs further complain that the defendants violated Chapter 12 of the Texas Civil Practice and Remedies Code, Section 12.002 provides:

(a) A person may not make, present, or use a document or other record with:

(1) knowledge that the document or other record is a fraudulent court record or a fraudulent lien or claim against real or personal property or an interest in real or personal property;

(2) intent that the document or other record be given the same legal effect as a court record or document of a court created by or established under the constitution or laws of this state or the United States or another entity listed in Section 37.01, Penal Code, evidencing a valid lien or claim against real or personal property; and

(3) intent to cause another person to suffer:

(A) physical injury;

(B) financial injury; or

(C) mental anguish or emotional distress.

32. Plaintiffs' damages under Section 12.002 arise out of the fraudulent practices and acts of Defendants. Plaintiff therefore seeks statutory damages from Defendants. Damages consist of the greater of \$10,000 or actual damages incurred, as well as punitive damages.

33. The defendants who filed the false and fraudulent documents with the real property records intended to cause plaintiffs to suffer physical injury, financial injury, mental anguish, or

emotional distress and acted with malice and fraudulent intent. The Court should therefore award significant punitive damages in order to deter future fraudulent and criminal actions.

VIII. COMMON LAW FRAUD

34. In addition, and in the alternative, the plaintiffs, based upon the facts set forth above, bring this claim for common law fraud. The defendants made material misrepresentations to the plaintiffs. The defendants knew these representations were false and made them with the intent to defraud the plaintiffs. The plaintiffs relied upon the representations made by the defendants and suffered damages as a proximate result.

35. The defendants made multiple material misrepresentations to the plaintiff – that they would help avoid foreclosure; that the documents they were signing were just for authorization purposes, but in reality those signatures were used to fraudulently convey the property to defendants; and that defendants would sell the property back to plaintiffs in the double closing, but defendants had no intention of giving the property back. After every misrepresentative statement, plaintiffs continued to believe defendants' lies and continued to comply with defendants' instructions to their detriment. The defendants' actions have caused the plaintiffs to lose their home, valued at at least \$325,000. Additionally, the defendants' actions have resulted in the plaintiffs and their children becoming homeless and living in an RV. The plaintiffs had sufficient funds to reinstate the mortgage on their home, but trusted the defendants to help them, based on the defendants claim to be a foreclosure consulting company. These representations were false. The defendants had no intent to help the defendants save their home but sought from the beginning to take title and possession of the home and sell the home to take all equity the plaintiffs built up in their home of nearly 20 years.

36. The defendants have incurred significant emotional distress as a proximate result of the plaintiffs' actions. This emotional distress was so severe that the defendants incurred damages for treatment and lost work. The plaintiffs seek at least one million dollars for emotional distress. The defendants should be held joint and severally liable for all damages.

IX EXEMPLARY DAMAGES

37. The plaintiffs will further show that the conduct of the defendants as described above was fraudulent and malicious, and that the defendants' false representations were intentional. As a result, the plaintiffs are entitled to recover exemplary damages to deter fraudulent conduct by others in the defendants' situation. In this connection, the plaintiffs will show that as a result of the defendants' conduct, the plaintiff has suffered losses of time and other expenses, including attorney's fees incurred in the investigation and prosecution of this action. Accordingly, the plaintiffs allege that exemplary damages be awarded against the defendants in a sum within the jurisdictional limits of the court. The court should further take into consideration that the defendants have made millions of dollars victimizing hundreds of other victims. The plaintiffs intend to call an array of other victims from across the state to testify as to how the defendants' fraudulent practices impacted them as well. The defendants seek exemplary damages of at least a million dollars, in addition to the actual and treble damages and attorney fees.

X. DECEPTIVE TRADE PRACTICE ACT

38. In the transactions described herein, the defendants engaged in a violation of the Texas Business and Commercial Code, specifically § 17.46(b)(24)¹ and an unconscionable course

¹ The term "false, misleading, or deceptive acts or practices includes... failing to disclose information concerning goods or services which was known at the time of the transaction if such failure to disclose such information was

of action by representing to the plaintiffs that they would help them save their home from foreclosure, when in fact the defendants only sought to essentially steal the plaintiffs' home. By such conduct, the defendants took advantage of the lack of knowledge, ability, experience, or capacity of the plaintiffs, to the plaintiffs' detriment, to a grossly unfair degree.

39. The defendants' conduct as described above was a producing cause of the plaintiffs' economic damages. As a result, the plaintiffs sustained damages in amount of at least the fair market value of their home.

40. The conduct of the defendants as described in this petition was committed intentionally and knowingly. The defendant, Casias, even told the plaintiff's teenage son not to worry and guaranteed him that defendants would take care of his family, and urged their son to tell his mother not to contact an attorney or anyone else for help with their mortgage. Ms. Casias took such action because she knew that if the plaintiffs discussed the defendants and the situation with others, then an attorney or other licensed professional might offer actual help to the plaintiffs and expose the defendants' egregious fraud.

41. The defendants intentionally used false representations, deception, and unfairness with the goal of taking the plaintiffs home from them and then forcing them from their home. As a direct result of the defendants' misconduct, the plaintiffs suffered mental anguish. After the defendants forced the plaintiffs from their home of nearly 20 years, the plaintiffs and their children suffered the effects of becoming homeless. The plaintiffs and their children suffered intense feelings of humiliation and belittlement, accompanying panic attacks, and loss of sleep and appetite. The plaintiffs' children suffered in their education; their oldest son in particular was so unable to concentrate that he almost didn't graduate from high school. His grades suffered

intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed" *See* Tex. Bus. & Com. Code § 17.47(b)(24).

significantly because, after the defendants wrongfully forced them from their home, the family had nowhere to live but a small RV, and there was not even room for their high school son to comfortably sleep or study. Accordingly, the defendants are liable to plaintiffs for mental anguish damages suffered by the plaintiffs and additional damages of up to three times the amount of economic damages as permitted by the Deceptive Trade Practices—Consumer Protection Act.

42. The defendants' conduct as described in this petition and the resulting damage and loss to the plaintiff has necessitated the plaintiffs' retention of the attorneys whose names are subscribed to this petition. The plaintiffs are, therefore, entitled to recover from the defendants an additional sum to compensate the plaintiff for a reasonable fee for such attorney's necessary services in the preparation and prosecution of this action, as well as a reasonable fee for any and all necessary appeals to other courts. Attorney fees through the trial of this case are likely to reach at least \$50,000 should this case be tried before a jury.

IX. SUIT TO QUIET TITLE & SLANDER OF TITLE

43. In addition, and in the alternative, the plaintiffs further complain that the defendants have improperly clouded the plaintiffs' title on the Property and the deed filed by the defendants is void and/or voidable.

44. A suit to quiet title is equitable in nature, and the principal issue in such suits is "the existence of a cloud on the title that equity will remove". *Florey v. Estate of McConnell*, 212 S.W.3d 439, 448 (Tex. App.-Austin 2006, *pet. denied*). A "cloud" on legal title includes any deed, contract, judgment lien or other instrument, not void on its face, that purports to convey an interest in or makes any charge upon the land of the true owner, the invalidity of which would require proof. *Wright v. Matthews*, 26 S.W.3d 575, 578 (Tex. App.-Beaumont 2000, *pet. denied*).

45. The plaintiffs also seek damages against the defendants for slander of title.

46. The plaintiffs allege that defendants acted with malice and seek exemplary damages in an amount to take into consideration the fact that the defendants have made millions of dollars defrauding hundreds of homeowners.

X. TRESPASS OF PROPERTY

47. The defendants have adversely possessed the plaintiffs' home since January of 2023. The plaintiffs have sustained damages as a result of the defendants' unlawful trespass and dominion over the plaintiffs' home. As a result of this trespass the defendants have suffered damages in the amount of at least \$3,000 per month for the reasonable rental value of the home. This measure of damage hardly compensates the plaintiffs for the hardship and severe distress that the defendants have caused the plaintiffs. As described previously, the loss of their home and resulting state of homelessness caused irreparable damages to the plaintiffs and their children. Due to the egregious conduct of the plaintiffs, the plaintiffs seek treble damages on this measure of damages as well.

XI. CONDITIONS PRECEDENT

48. Plaintiffs assert that all conditions precedent have occurred or been waived for each and every claim asserted.

XII. CIVIL CONSPIRACY

49. Civil conspiracy is a combination of two or more persons to accomplish an unlawful purpose or to accomplish a lawful purpose by unlawful means. *See Carroll v. Timmers Chevrolet, Inc.* 592 S.W.2d 992, 925 (Tex. 1979). To be distinguished from regular vicarious liability, the conspiracy must have resulted in an underlying tort, not merely planning or assisting. *Id.* at 925-

926. However, once a conspiracy is proven, each co-conspirator is responsible for all the acts done by any of the other co-conspirators. *Id.* at 926 (citing to *State v. Standard Oil Co.*, 130 Tex. 313, 107 S.W.2d 550, 559 (1937)). The defendants Christian Consultants of Texas, LLC, Kevin Pawlowski, Susan Casias *and others* are engaged in a fraudulent enterprise through which they have defrauded hundreds of victims in the same way that they defrauded the plaintiffs in this case. The defendants *and others* have engaged in a civil conspiracy to defraud the plaintiffs, and each participant in the conspiracy should be held joint and severally liable for active participation in the fraudulent acts and torts described herein. Plaintiffs reserve the right to add additional defendants as discovery progresses.

XIII. TEMPORARY AND PERMANENT INJUNCTION

50. The plaintiffs ask the Court to grant injunctive relief to prevent the defendants from selling or transferring any of their currently held real estate without first seeking approval from the court. Additionally, the plaintiffs ask the court to enjoin the defendants from continuing to solicit, serve or caterer to distressed homeowners in their regular business of offering to save their homes from foreclosure.

51. The plaintiffs have alleged a cause of action against the defendants, and as indicated in this petition, the plaintiffs will show a probable right of recovery and likelihood of success on the merits. The plaintiffs will likely recover damages against the defendants that exceed the net worth of the defendants. Moreover, the defendants, who have made their living through real estate fraud, will likely engage in fraudulent conveyances to protect their assets from judgment. It also appears that the defendant Pawlowski has several other judgments against him as well as a \$900,000 IRS tax lien which could make it difficult for the plaintiffs to be made whole in the collection of their judgment against him.

52. Additionally, if the defendants are permitted to continue in their fraudulent foreclosure consulting business, the defendants are likely to engage in fraudulent transfers and potentially victimize additional homeowners. The defendants are a danger to the public in this regard, and their continued operation will expose them to even greater liability, thereby reducing any available recovery to these plaintiffs and any additional plaintiffs should this case be certified as a class action in the near future.

53. As a direct and proximate result of the defendants' wrongful actions as alleged in this petition, the plaintiffs have suffered and will continue to suffer imminent injury that will be irreparable and for which no remedy at law exists without the protections of temporary injunctive relief. The plaintiffs request that a bond requirement be waived given the fact that, due to the defendants' actions, the plaintiffs have already suffered significant financial harm and have limited resources available. If any bond is required, the plaintiffs ask that it be set at a nominal amount.

54. The only adequate, effective, and complete relief to the plaintiffs is to restrain the defendants from further engaging in certain proscribed activities, as set forth below. Pursuant to Tex. R. Civ. P. 680 et seq. and Tex. Civ. Prac. & Rem. Code § 65.001 et seq., and in order to preserve the status quo during the pendency of this action, the plaintiffs seek a temporary and permanent injunction, ordering and immediately restraining the defendants, including the defendant's agents, servants, employees, independent contractors, attorneys, representatives, and those persons or entities in active concert or participation with them (collectively, the "Restrained Parties") as follows:

A) continuing to solicit, serve or caterer to distressed homeowners in their regular business of offering to save the homes from foreclosure.

B) conveying, transferring, or selling any property without first obtaining the court's approval.

XIII. JURY DEMAND

55. Plaintiffs' demand a trial by jury.

PRAYER

56. WHEREFORE, the plaintiffs pray for judgment against defendants with interest from the date of judgment at the legal rate, exemplary damages, attorney's fees, costs of court, and all further relief, both general and special, legal and equitable, to which Plaintiff may be entitled.

Respectfully submitted,

MEDEARIS LAW FIRM, PLLC

By: /s/ David Medearis

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Filing Description: Plaintiffs' Amended Petition
Status as of 7/13/2023 4:30 PM CST

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EXHIBIT A

THE MORATORIUM IS OVER

You may have been able to avoid foreclosure, until now

Everything has changed and the banks are making up for the past year with a vengeance

How would you like to **STAY IN YOUR HOME** and possibly get up to 6 months on us*?
You may qualify for this program.

We never charge for anything.

Your home is in foreclosure and the bank can put you on the docket to sell your house at the last minute, without warning you at all.

We are a Christian based company and have been around since 2003.

You're probably looking for someone with lots of experience and who provides creative solutions.

That's us.

Every month thousands and thousands of people face foreclosure, and the ones who come out ahead make educated decisions.

Call me at 713-320-8019 for an appointment or expect me to stop by and see if you qualify.

My name is Susan, and I really do understand.

**God bless,
Susan Casias**

<https://www.cctxsaveshouses.com/save-my-home> and fill out the form or call me at (713) 320-8019



Scan me

*Must qualify.

Your area rep _____

Call Susan at 713-320-8019

Get in touch

First Name *

Last Name *

Email *

Message

Phone *

Submit

\$\$\$Looking to make a Million Dollars in Real Estate In 2023?\$\$\$\$

Members receive:

- Leads
- Training
- One on one mentoring on each deal with Kevin
- Exit Strategies and Mentorship
- And much, much more!

Call Kevin at 936-718-1920

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Fax: (866) 867-5635

About us:

As a seasoned forward thinker, Kevin easily assesses the market, avoiding the mistakes that often plague other investors. During the aftermath of Hurricane Harvey and the pandemic, Kevin was one of only a handful of investors asked to speak to the Mayor, City Council and Appraisal District representatives regarding the Hurricane's effects on the values of flooded homes and commercial properties. His company both set the market values of affected properties and helped the recovery efforts throughout Houston.

Kevin's foremost attribute is his ability to find and close deals others aren't even aware exist. Kevin is the authority in both assessing property valuations and purchasing in a wide range of settings. These include pre-foreclosure, auction and bank owned properties as well as distressed properties of all kinds, both single family and commercial.

Let our personal touch help you. Contact us today.

Susan: (713) 320-8019 or email info@CCTXBuysHouses.com



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Houston, TX 77077
Phone: 936-718-1920
Fax: 866-867-5635
Kevin@CCTXHouston.com
www.CCTXSavesHouses.com

AUTHORIZATION TO FURNISH AND RELEASE INFORMATION

Lender: SLS

DATE: 5/8/2022

RE: Loan Number 1011294165

Lender's Phone (800) 306-6059

Borrower's Name MAI-LINH NGUYEN & Joel Reyes

Property Address 15114 Via Verde Drive, Houston, TX 77083

Borrower's SS# [REDACTED]

Co-borrower's SS# [REDACTED] JOEL REYES MTZ

I/We Mai-Linh Nguyen & Joel Reyes

currently residing at 15114 Via Verde Drive

County of Houston City of Harris State of Texas

Zip 77083 Han Troung Nguyen - [REDACTED]
DOB [REDACTED]

I hereby authorize my lender SLS and/or its assigns to release information to KEVIN PAWLOWSKI, president of Christian Consultants of Texas, LLC and/or SUSAN CASIAS to discuss my loan.

Borrower's Signature [Signature]

(print name) mai linh Nguyen

Borrower's Signature [Signature]

(print name) Joel R. Martinez

11



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)
ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)

11-08-2021



NOTICE: Not For Use For Condominium Transactions

1. PARTIES: The parties to this contract are MALLINH NGUYEN & JOEL REYES MARTINEZ (Seller) and Christian Consultants of Texas LLC and/or its assigns (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: The land, improvements and accessories are collectively referred to as the Property (Property).

A. LAND: Lot 37 Block 39, MISSION BEND CABILDO SQUARE 1 Addition, City of HOUSTON, County of HARRIS Texas, known as 15114 VIA VERDE DRIVE, HOUSTON, TX 77083 (address/zip code), or as described on attached exhibit.

B. IMPROVEMENTS: The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following permanently installed and built-in items, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property attached to the above described real property.

C. ACCESSORIES: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, security systems that are not fixtures, and controls for: (i) garage doors, (ii) entry gates, and (iii) other improvements and accessories. "Controls" includes Seller's transferable rights to the (i) software and applications used to access and control improvements or accessories, and (ii) hardware used solely to control improvements or accessories.

D. EXCLUSIONS: The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession:

E. RESERVATIONS: Any reservation for oil, gas, or other minerals, water timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

A. Cash portion of Sales Price payable by Buyer at closing\$ 135,000.00
B. Sum of all financing described in the attached: [] Third Party Financing Addendum, [] Loan Assumption Addendum, [] Seller Financing Addendum\$ 0.00
C. Sales Price (Sum of A and B)\$ 135,000.00

4. LEASES: Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property. (Check all applicable boxes)

[] A. RESIDENTIAL LEASES: The Property is subject to one or more residential leases and the Addendum Regarding Residential Leases is attached to this contract.

[] B. FIXTURE LEASES: Fixtures on the Property are subject to one or more fixture leases (for example, solar panels, propane tanks, water softener, security system) and the Addendum Regarding Fixture Leases is attached to this contract.

[] C. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, water, wind, or other natural resource lease affecting the Property to which Seller is a party.

- [] (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
[] (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within ___ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

Initialed for identification by Buyer KP and Seller ML JRM

5. EARNEST MONEY AND TERMINATION OPTION:

A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Hudson Title, as escrow agent, at 5045 Lorimar Drive, Suite 160, Plano, TX 75093 (address): \$ 100.00 as earnest money and \$ 0.00 as the Option Fee. The earnest money and Option Fee shall be made payable to escrow agent and may be paid separately or combined in a single payment.

- (1) Buyer shall deliver additional earnest money of \$ _____ to escrow agent within _____ days after the Effective Date of this contract.
- (2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
- (3) The amount(s) escrow agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
- (4) Buyer authorizes escrow agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases escrow agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 0 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and escrow agent shall release any Option Fee remaining with escrow agent to Seller; and (ii) any earnest money will be refunded to Buyer.

C. FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.

D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this paragraph 5.

E. TIME: Time is of the essence for this paragraph and strict compliance with the time for performance is required.

6. TITLE POLICY AND SURVEY:

A. TITLE POLICY: Seller shall furnish to Buyer at Seller's Buyer's expense an owner policy of title insurance (Title Policy) issued by _____ (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
- (i) will not be amended or deleted from the title policy; or
 (ii) will be amended to read, "shortages in area" at the expense of Buyer Seller.
- (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

- (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.
- (2) Within _____ days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (9) above; or which prohibit the following use or activity: _____
Buyer must object the earlier of (i) the Closing Date or (ii) _____ days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property is is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2A in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, or operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association(s) should be used.

- (3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services,

Initialed for identification by Buyer KP and Seller ML JLW

- Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- (8) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (9) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (10) **NOTICE OF WATER LEVEL FLUCTUATIONS:** If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

7. PROPERTY CONDITION:

- A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.
- B. **SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):**
(Check one box only)
- (1) Buyer has received the Notice.
- (2) Buyer has not received the Notice. Within _____ days after the Effective Date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.
- (3) The Seller is not required to furnish the notice under the Texas Property Code.
- C. **SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS** is required by Federal law for a residential dwelling constructed prior to 1978.

(Address of Property)

D. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- (1) Buyer accepts the Property As Is.
- (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

E. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

F. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete the repairs and treatments.

G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

H. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a residential service company. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$_____. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.

8. BROKERS AND SALES AGENTS:

A. BROKER OR SALES AGENT DISCLOSURE: Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____

B. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before September 29, 2022, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

Initialed for identification by Buyer KP

and Seller [Signature]

10. POSSESSION:

- A. BUYER'S POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: upon closing and funding according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**
- B. SMART DEVICES: "Smart Device" means a device that connects to the internet to enable remote use, monitoring, and management of: (i) the Property; (ii) items identified in any Non-Realty Items Addendum; or (iii) items in a Fixture Lease assigned to Buyer. At the time Seller delivers possession of the Property to Buyer, Seller shall:
 - (1) deliver to Buyer written information containing all access codes, usernames, passwords, and applications Buyer will need to access, operate, manage, and control the Smart Devices; and
 - (2) terminate and remove all access and connections to the improvements and accessories from any of Seller's personal devices including but not limited to phones and computers.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.)

Subject to inspection, clear title and CCTX attorney's approval. The parties incorporate by reference the Addendum as if set forth fully herein.

If sellers approved for a mortgage, we will contribute 5 thousand dls, and pay all closing costs. If sellers are not approved for mortgage, CCTX will pay for movers, boxes, deposit and 1st months rent.

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
 - (1) Expenses payable by Seller (Seller's Expenses):
 - (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
 - (b) Seller shall also pay an amount not to exceed \$_____ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.
 - (2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.
- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the

Initialed for identification by Buyer KP and Seller ML JRH

- amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
- 14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
- 15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
- 16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
- 17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
- 18. ESCROW:**
- A. **ESCROW:** The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent. Escrow agent may require any disbursement made in connection with this contract to be conditioned on escrow agent's collection of good funds acceptable to escrow agent.
- B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by escrow agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
- C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.
- 19. REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the

Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: <u>222 Wedgewood</u>	To Seller at: _____
<u>Montgomery, TX 77356</u>	_____
Phone: <u>(936) 718-1920</u>	Phone: <u>()</u>
E-mail/Fax: <u>866-867-5635</u>	E-mail/Fax: _____
E-mail/Fax: <u>kevin@ccbthouston.com</u>	E-mail/Fax: _____

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (Check all applicable boxes):

- | | |
|---|--|
| <input type="checkbox"/> Third Party Financing Addendum | <input type="checkbox"/> Seller's Temporary Residential Lease |
| <input type="checkbox"/> Seller Financing Addendum | <input type="checkbox"/> Short Sale Addendum |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input type="checkbox"/> Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law |
| <input type="checkbox"/> Loan Assumption Addendum | <input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area |
| <input type="checkbox"/> Addendum for Sale of Other Property by Buyer | <input type="checkbox"/> Addendum Regarding Residential Leases |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals | <input type="checkbox"/> Addendum Regarding Fixture Leases |
| <input type="checkbox"/> Addendum for "Back-Up" Contract | <input type="checkbox"/> Addendum containing Notice of Obligation to Pay Improvement District Assessment |
| <input type="checkbox"/> Addendum for Coastal Area Property | <input type="checkbox"/> Other (list): _____ |
| <input type="checkbox"/> Addendum for Authorizing Hydrostatic Testing | _____ |
| <input type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal | _____ |
| <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum | |

23. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____	Seller's Attorney is: _____
_____	_____
Phone: <u>()</u>	Phone: <u>()</u>
Fax: <u>()</u>	Fax: <u>()</u>
E-mail: _____	E-mail: _____

**EXECUTED the 8th day of May, 2022 (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)**

Kim Paulsen
Buyer

Digitally signed by
b7112a20-08c9-46f1-8643-7b4652a0090a
DN: cn=b7112a20-08c9-46f1-8643-7b4652a0090a
Date: 2022.01.01 13:45:33 -0500

[Signature]
Seller

Buyer

[Signature]
Seller



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 20-16. This form replaces TREC NO. 20-15.

BROKER INFORMATION
 (Print name(s) only. Do not sign)

Other Broker Firm _____ License No. _____

represents Buyer only as Buyer's agent
 Seller as Listing Broker's subagent

Associate's Name _____ License No. _____

Team Name _____

Associate's Email Address _____ Phone _____

Licensed Supervisor of Associate _____ License No. _____

Other Broker's Address _____ Phone _____

City _____ State _____ Zip _____

Listing Broker Firm _____ License No. _____

represents Seller and Buyer as an intermediary
 Seller only as Seller's agent

Listing Associate's Name _____ License No. _____

Team Name _____

Listing Associate's Email Address _____ Phone _____

Licensed Supervisor of Listing Associate _____ License No. _____

Listing Broker's Office Address _____ Phone _____

City _____ State _____ Zip _____

Selling Associate's Name _____ License No. _____

Team Name _____

Selling Associate's Email Address _____ Phone _____

Licensed Supervisor of Selling Associate _____ License No. _____

Selling Associate's Office Address _____

City _____ State _____ Zip _____

Disclosure: Pursuant to a previous, separate agreement (such as a MLS offer of compensation or other agreement between brokers), Listing Broker has agreed to pay Other Broker a fee (_____). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

OPTION FEE RECEIPT			
Receipt of \$ _____ (Option Fee) in the form of _____ is acknowledged.			
Escrow Agent _____			Date _____
EARNEST MONEY RECEIPT			
Receipt of \$ _____ Earnest Money in the form of _____ is acknowledged.			
Escrow Agent _____		Received by _____	Email Address _____ Date/Time _____
Address _____		Phone _____	
City _____	State _____	Zip _____	Fax _____
CONTRACT RECEIPT			
Receipt of the Contract is acknowledged.			
Escrow Agent _____		Received by _____	Email Address _____ Date _____
Address _____		Phone _____	
City _____	State _____	Zip _____	Fax _____
ADDITIONAL EARNEST MONEY RECEIPT			
Receipt of \$ _____ additional Earnest Money in the form of _____ is acknowledged.			
Escrow Agent _____		Received by _____	Email Address _____ Date/Time _____
Address _____		Phone _____	
City _____	State _____	Zip _____	Fax _____