

CAUSE NO. 2025-14186

OVE, LLC	§	IN THE DISTRICT COURT
v.	§	334th JUDICIAL DISTRICT
WILDCAT LENDING FUND ONE, LP	§	HARRIS COUNTY, TEXAS

**DEFENDANT’S RESPONSE TO PLAINTIFF’S MOTION TO
EXTEND TEMPORARY RESTRAINING ORDER AND CONTINUANCE OF
HEARING ON INJUNCTIVE RELIEF**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Defendant Wildcat Lending Fund One, LP (“Defendant”) and files this Response to Plaintiff’s Motion to Extend Temporary Restraining Order and Continuance of Hearing on Injunctive Relief:

INTRODUCTION & SUMMARY

This is a wrongful foreclosure case in which Plaintiff contends Defendant failed to give proper notice to Plaintiff as this last known address prior to a March 4, 2025 foreclosure sale of 4513 Cavalcade St., Houston, Texas 77026 (“Subject Property”). Failure to give notice at the claimed last known address was the sole reason for the alleged wrongful foreclosure. Plaintiff has not claimed it is not in default or that foreclosure is not otherwise appropriate.

On March 3, 2025, Plaintiff obtained an ex parte temporary restraining order, which stopped the foreclosure sale of the Subject Property from going forward. A hearing was set for a temporary injunction for March 11, 2025.

On March 10, 2025, after 6:00 pm, Plaintiff’s counsel notified Defendant’s counsel that he was passing on the scheduled hearing and filed a Motion to Extend Temporary Restraining Order and Continuance of Hearing on Injunctive Relief.

Defendant is opposed to the relief sought because the event that necessitated the temporary restraining order was the scheduled March 4, 2025 foreclosure sale. That has been rendered moot. Moreover, there is no good cause to extend the temporary restraining order. For the reasons set forth below, the Court should deny the request to extend the temporary restraining order.

ARGUMENT

The Court should deny Plaintiff's Motion to Extend Temporary Restraining Order because the relief sought is now moot and the request fails to meet the standards of Rules 680 of the Texas Rules of Civil Procedure.

A. The alleged need for a TRO is now moot

"The mootness doctrine limits courts to deciding cases in which an actual controversy exists." *Cameron v. Striker Infusion Servs., LLC*, No. 14-23-00921-CV, 2024 WL 2002764 (Tex. App.—Houston [14th Dist.] May 7, 2024, no pet.) (citing *FDIC v. Nueces Cty.*, 886 S.W.2d 766, 767 (Tex. 1994)). An issue becomes moot when "when one seeks a judgment on some matter which, when rendered for any reason, cannot have any practical legal effect on a then-existing controversy." *Id.* (citing *Alsobrook v. MTGLQ Invs., LP*, 657 S.W.3d 327, 330 (Tex. App.—Dallas 2021), *aff'd as modified*, 656 S.W.3d 394 (Tex. 2022)). A case becomes moot if there ceases to be a justiciable controversy between the parties, such as when "the issues presented are no longer 'live.'" *Id.* (citing *Heckman v. Williamson Cty.*, 369 S.W.3d 137, 162 (Tex. 2012)).

The request for a temporary restraining order and injunction related to the noticed foreclosure sale is now moot. The foreclosures of the Subject Property was scheduled for March 4, 2025. The TRO was signed by the Court on March 3, 2025, which successfully stopped that scheduled foreclosure from going forward. There is now nothing for the Court to restrain or enjoin.

As worded, the temporary restraining order prevents Defendant from even posting the property even though there is no irreparable harm associated with that action. After the order expires on March 17, 2025, if Plaintiff has not cured the default, Defendant will reinstate foreclosure proceedings by posting the Subject Property for foreclosure and provide notice to Plaintiff at the address provided in the Petition, as well as a copy to its attorney in this matter.

To comply with the notice requirements of the Property Code, that new foreclosure sale will take place on May 6, 2025. *See* TEX. PROP. CODE § 51.002. Therefore, the need for a temporary restraining order to prevent a sale has become moot as that date is well after the time limits of a temporary restraining order.

B. Plaintiff has not shown good cause to extend the temporary restraining order

Regarding the standard for extension of a temporary restraining order, Rule 680 of the Texas Rules of Civil Procedure provides in relevant part:

[E]very temporary restraining order granted without notice ... **shall expire by its terms within such time after signing, not to exceed fourteen days, as the court fixes, unless within the time so fixed the order, for good cause shown,** is extended for a like period or unless the party against whom the order is directed consents that it may be extended for a longer period. The reasons for the extension shall be entered of record. No more than one extension may be granted unless subsequent extensions are unopposed.

TEX. R. CIV. P. 680 (emphasis added).

Plaintiff's Motion does not illustrate the good cause required to extend the temporary restraining order signed on March 3, 2025. The reasons stated to extend the temporary restraining order are "to serve all parties," and to "to gather the necessary evidence and witnesses." Neither of these is good cause to grant an extension under Rule 680.

Defendant was served with the notice on the March 11, 2025 temporary injunction and its counsel was prepared to attend the hearing until it was cancelled by Plaintiff's counsel.

The need to “gather the necessary evidence and witnesses” may be cause to continue the temporary injunction hearing, but it is not a reason to extend the temporary restraining order.

The temporary restraining order states that the following in terms of the reason it was necessary:

That Wildcat Lending Fund One LP will foreclose on the Subject Property before proper notice and a hearing on Plaintiff’s Application for a Temporary Injunction can be held.

That Plaintiff will suffer irreparable harm if Defendant is not restrained immediately because:

A foreclosure sale is final and cannot be undone once a third-party purchaser acquired title.

(March 3, 2025 Order, p. 2).

Plaintiff’s Motion does not make any attempt as to why these issues still exist or why a temporary restraining order is needed.

Because there is no longer any foreclosure sale scheduled, there is no longer any irreparable harm that will come to Plaintiff by Defendant not being restrained. Once the new posting is made on March 18, 2025 when the current temporary restraining order dissolved, Plaintiff will have more than sufficient time to schedule a hearing on its request for a temporary injunction prior to the new May 6, 2025 if Plaintiff contends there is still a defect in service.

CONCLUSION & PRAYER

The short duration allowed by Rule 680 is “a critical safeguard against the harm occasioned by a restraint on conduct that has yet to be subject to a truly adversarial proceeding.” *In re Texas Natural Res. Conservation Comm’n*, 85 S.W.3d 201, 206-07 (Tex.2002) (orig. proceeding). Here, the temporary restraining order accomplished Plaintiff’s goal: the March 4, 2025 foreclosure sale was stopped.

There is now no longer any reason for the temporary restraining order to exist, let alone be extended for more time. Because Plaintiff has wholly failed to meet its burden to show good cause for an extension, Plaintiff's Motion should be denied. Defendant requests that the request for a temporary injunction be scheduled after March 18, 2025 so that evidence of the new foreclosure posting and service on Plaintiff can be submitted to the Court for consideration.

WHEREFORE, PREMISES CONSIDERED, Defendant Wildcat Lending Fund One, LP prays that Plaintiff's Motion to Extend Temporary Restraining Order and Continuance of Hearing on Injunctive Relief be denied as it relates to the extension of the March 3, 2025 temporary restraining order and that Defendant be granted any relief to which it has shown itself entitled, whether in equity or law.

Respectfully Submitted,

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ATTORNEYS FOR DEFENDANT

CERTIFICATE OF SERVICE

I certify that on 11th day of March 2025, a true and correct copy of the above and foregoing document was served electronically on all counsel of record through the electronic-filing manager (EFM) pursuant to the Texas Rules of Civil Procedure.

/s/ Chris Lindstrom
Christopher D. Lindstrom

Unofficial Copy Office of Marilyn Burgess District Clerk

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Jalissa Trevino on behalf of Christopher Lindstrom

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Filing Description: Response to Plaintiff's Motion to Extend Temporary

Restraining Order and Continuance of Hearing on Injunctive Relief

Status as of 3/11/2025 1:54 PM CST

Case Contacts

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