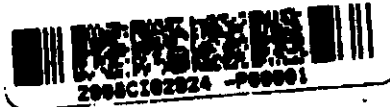


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~~2008CI02924~~
CAUSE NO.

2008-20227-158

JEFF SOELE REAL ESTATE, LTD.
Plaintiff

IN THE DISTRICT COURT

VS.

37th

THRILL VENTURES, L.L.C. d/b/a
XTREME MARINE, RONNIE GOLDEN,
TODD CLARK, MIKE FLOWERS,
PATTY FLOWERS, WENDY OROSCO,
and DEREBERY PERFORMANCE, L.L.C.
Defendants

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TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

**CRT &
PROCESS DEPT**

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COME JEFF SOELE REAL ESTATE, LTD. ("PLAINTIFF"), Plaintiff herein, and files this their Original Petition, and would show the Court the following:

I. DISCOVERY CONTROL PLAN LEVEL

Plaintiff intends that discovery be conducted under Discovery Level 3.

II. PARTIES AND SERVICE

A. Plaintiff, JEFF SOELE REAL ESTATE, LTD. is a Texas limited partnership whose principle place of business is in Bexar County, Texas.

B. Defendant, THRILL VENTURES, L.L.C. d/b/a XTREME MARINE (hereinafter "Xtreme Marine") is a Texas limited liability company organized under the laws of the state of Texas, and service of process may be effected upon said Defendant by serving the registered agent, Todd Clark, at 201 Venice Court, Allen, Texas 75013.

C. Defendant, RONNIE GOLDEN (hereinafter "Golden") is an individual residing in the state of Georgia, who has personally availed himself to the jurisdiction of Texas, and who may be served with process at 2595 Ross Road, Snellville, Georgia 30039.

FILED
AT _____ O'CLOCK _____ M

JUL 24 2008

DISTRICT CLERK
Denton County, Texas

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D. Defendant, TODD CLARK (hereinafter "Clark") is an individual residing in the state of Texas who may be served with process at 201 Venice Court, Allen, Texas 75013.

E. Defendant, MIKE FLOWERS (hereinafter "Mike Flowers" or "Flowers") is an individual residing in the state of Texas who may be served with process at 46 Robins Nest, Lake Dallas, Texas 75065.

F. Defendant, PATTY FLOWERS (hereinafter "Patty Flowers") is an individual residing in the state of Texas who may be served with process at 46 Robins Nest, Lake Dallas, Texas 75065.

G. Defendant, WENDY OROSCO (hereinafter "Wendy Orosco") is an individual residing in the state of Texas who may be served with process at 46 Robins Nest, Lake Dallas, Texas 75065.

H. Defendant, DEREBERY PERFORMANCE, L.L.C. (hereinafter "Derebery") is a Texas limited liability company organized under the laws of the state of Texas, and service of process may be effected upon said Defendant by serving the registered agent, Robyn M. Derebery, at 235 Highport Road, Pottsboro, Texas 75076.

III. JURISDICTION AND VENUE

A. The subject matter in controversy is within the jurisdictional limits of this court.

B. This court has jurisdiction over the parties because Plaintiffs and Defendants are Texas residents and/or have availed themselves to the jurisdiction of Texas by conducting business in this State.

C. Venue in BEXAR County is proper in this cause under Section 17.56 of the Texas Business and Commerce Code and Section 15.002 of the Texas Civil Practice and Remedies Code.

IV. FACTS

On or about March 19, 2007, Plaintiff purchased from Xtreme Marine a "2006 Donzi 38ZR" boat, serial number DNAZB015F506, for a "Unit Price" of \$274,000.00 (hereinafter "Boat"). Mike Flowers, one of the owners of Xtreme Marine, was the salesman who sold the Boat. Flowers represented to my Client at the time of the sale that the Boat was a "new 2006 demo boat" and that Xtreme Marine would "convey the Boat with all factory warranties." Flowers represented to my Client that he was giving my client a "smoking deal" for the Boat given that it "was a new demo with full warranties." The terms of the Sales Order Agreement indicate that Xtreme Marine will sell Plaintiff the Boat for \$274,000.00 plus sales tax at 6.25% plus VIT Tax at 0.194% plus a documentary fee of \$650.00. In addition, the Sales Order Agreement represents that all manufacturer warranties on the Boat will be conveyed. Plaintiff relied upon the representations of the Sales Order Agreement in making his decision to purchase the Boat.

On March 20, 2007 Plaintiff tendered to Xtreme Marine in care of Mike Flowers a check number 1085 in the amount of \$100,000.00. After Xtreme Marine received these funds, on March 27, 2007 they forwarded to Plaintiff an itemized Bill of Sale that charged Plaintiff substantial "additional fees" not contained in the original Sales Order Agreement. These "additional fees" are as follows:

• Accessories	\$ 3,400.00
• Freight/Setup	600.00
• Sales Tax and penalties to date	17,375.00
• "Corp Fee"	2,774.00
• VIT Tax	531.56
• Title Transfer/Registration/Documentation Fee	650.00
• Document Fee	<u>50.00</u>
TOTAL ADDITIONAL FEES	\$25,380.56

On March 30, 2007 Plaintiff tendered to Xtreme Marine in care of Mike Flowers a check number 041801617 in the amount of \$199,380.56 representing full payment for the Boat.

Thereafter Plaintiff contacted Flowers and discussed with him retrofitting the Boat with high performance after-market accessories (hereinafter "Modifications"). Flowers represented that Xtreme Marine and Dereberry Performance could perform the Modifications for \$75,000.00, and asked Plaintiff to send payment in the amount of \$25,000.00 and Xtreme Marine would get started on the Modifications immediately. On April 18, 2007 Plaintiff tendered to Xtreme Marine in care of Mike Flowers a check number 1093 in the amount of \$25,000.00 representing payment necessary to start the Modification job. Eight days later, on April 26, 2007 Flowers called Plaintiff and represented that the Modifications were going well but that Xtreme Marine needed more money to order parts necessary to complete the Modification job, and Flowers at that time requested an additional \$40,000.00. That day, on April 26, 2007, in reliance upon the representations of Flowers that the Modifications were going well and being made by Xtreme Marine, Plaintiff tendered to Xtreme Marine in care of Mike Flowers a check number 2978 in the amount of \$40,000.00 representing payment to Xtreme Marine for ordering parts necessary for completion of the Modifications. All this time Plaintiff believed, based upon the representations of Flowers, that Xtreme Marine was performing the Modifications to his Boat, ordering parts, and getting the parts for his Boat.

In addition to the Modifications, Plaintiff had requested that Xtreme Marine install additional audio/stereo components to the Boat and another Crownline boat ("Crownline") owned by Plaintiff (hereinafter "Audio Modifications"). Xtreme Marine represented to Plaintiff that Chris Taylor would perform the Audio Modifications and that the total price would be \$13,697.00. Flowers

represented to Plaintiff that this price was a "GREAT DEAL" and that there was no markup included in this price. Again, Plaintiff relied upon these representations from Xtreme Marine and Flowers.

On or about June 15, 2007, Flowers represented to Plaintiff that he needed to purchase an "Extended Warranty" on the Boat through Newcoast Financial Services. Flowers represented that this would be "in addition to" the factory warranty. Flowers represented to Plaintiff that the total cost for the warranty would be \$14,472.00. On June 17, 2007 Plaintiff tendered check number 3137 to New Coast Financial for the extended warranty. Flowers represented that this warranty would cover the Modification work being done to the Boat.

Two months after Xtreme Marine represented that the Modifications were being made by Xtreme Marine, and after Plaintiff had paid Xtreme Marine \$65,000.00 for the Modification job in reliance that the Modifications were being performed by Xtreme Marine, on June 18, 2007 Todd Clark ("Clark") with Xtreme Marine forwarded a letter to Plaintiff that contained numerous misrepresentations upon which Plaintiff relied. In this letter, Clark makes the following representations to Plaintiff:

- That all the Modifications were being performed by Dereberry Performance;
- That Dereberry Performance and Steve Young (who sold the Modification equipment) were charging a total of \$75,000.00 for the Modifications;
- That Chris Taylor Audio charged \$13,697.00 for the Audio Modification;
- That Steve Young charged a total of \$32,000.00 for the Modification equipment;
- That as of June 18, 2007 Xtreme Marine paid Steve Young \$32,000.00;
- That Steve Young was paid out of the original \$65,000.00 that Plaintiff had already paid to Xtreme Marine;
- That the work performed by Dereberry Performance totaled \$43,000.00;

- That as of June 18, 2007 Xtreme Marine paid Dereberry Performance \$19,303.00;
- That the \$19,303.00 paid by Xtreme Marine to Dereberry Performance came out of the original \$65,000.00 that Plaintiff had already paid to Xtreme Marine;
- That the work performed by Chris Taylor Audio totaled \$13,697.00;
- That as of June 18, 2007 Xtreme Marine had paid Chris Taylor Audio \$13,697.00;
- That Chris Taylor Audio was paid out of the original \$65,000.00 that Plaintiff had already paid to Xtreme Marine; and
- That as of June 18, 2007 Dereberry Performance was owed \$23,697.00.

These representations were not only contrary to prior Xtreme Marine representations upon which Plaintiff relied, but they are also false, misleading, and do not represent the true nature of the services Xtreme Marine was purporting to provide, as more fully discussed below.

In June of 2007 Plaintiff was informed by Mike Flowers, Xtreme Marine personnel and owners that Xtreme Marine was going out of business. On June 28, 2007 Flowers represented to Plaintiff that Xtreme Marine was going out of business and that Flowers had taken a job with Rodman Construction. Flowers represented that Dereberry Performance was owed as of June 28, 2007 \$23,697.00 for the Modification work. Flowers then requested that Plaintiff tender \$23,697.00 payable to Flowers so that he could pay the balance owed to Dereberry Performance for the Modifications. On June 28, 2007, Plaintiff tendered to Mike Flowers a check number 3144 in the amount of \$23,697.00 for final payment to Dereberry Performance. At this time, Plaintiff believed based upon the representations of Xtreme Marine that his Boat had been undergoing Modifications since April and that as of this last payment the Modifications were completed, that his Boat would be ready for delivery, and that the Boat was ready for safe and lawful operation on the water.

On August 28, 2007 Flowers contacted Plaintiff and requested payment in the amount of \$10,000.00 made payable directly to Flowers for a Myco Trailer. Flowers represented that upon receipt of payment Flowers would ensure that all required paperwork was processed, including payment of sales tax, registration, and title transfer, and that Flowers would provide all required proof of ownership to Plaintiff. On that date Plaintiff forwarded payment in the amount of \$10,000.00 payable to Mike Flowers via check number 3283 for the trailer. Again, at this time Plaintiff believed based upon the representations of Xtreme Marine that his Boat had been undergoing Modifications since April and that as of Plaintiff's last payment the Modifications were completed, that his Boat would be ready for delivery, and that the Boat was ready for safe and lawful operation on the water.

The end of August 2007 Plaintiff received a letter from New Coast Financial Services indicating that his Extended Warranty had been rejected based upon the fact that the registration "in-service" date of the Boat was November 18, 2005 and that the original factory warranty period of one year had expired. The letter advised that the deadline to file for the Extended Warranty was November 17, 2006. Plaintiff later discovered that the Boat Xtreme Marine sold to him was previously sold to another Xtreme Marine customer, Tony Edwards, and was not "a new demo" when sold to Plaintiff, despite Xtreme Marine's representations to the contrary. Furthermore, although Plaintiff paid \$14,472.00 for the Extended Warranty, he was only refunded \$13,618.00. Upon checking into the cost of the Boat, Plaintiff discovered that he was substantially overcharged for the Boat, particularly since it was not in fact a "new demo with full warranties" as had been previously represented by Flowers and Xtreme Marine. In fact, the true cost of a "new 2007" Donzi 38ZR is \$245,000.00, substantially less than what was charged to Plaintiff. Plaintiff's reliance upon

the false representations of Flowers and Xtreme Marine regarding the true cost of the Boat, of which representations induced Plaintiff into the transaction, was to Plaintiff's detriment.

Plaintiff then began to contact Flowers repeatedly to determine the status of delivery of his Boat to Sarasota, Florida for entry in the Poker Run on October 3rd through October 6th. Flowers repeatedly represented that Xtreme Marine and Leon Dereberry were waiting on parts before it could be completed. In September of 2007, after continually receiving word from Flowers and Xtreme Marine that the Boat was still not ready, Plaintiff instructed Xtreme Marine and Flowers not to deliver the Boat to Sarasota, Florida, and incur the costs associated with that delivery, unless the Boat was completely finished and properly repaired and completely ready for safe and lawful operation on the water.

The Boat was delivered to Sarasota on or about October 2nd or 3rd. Plaintiff first inspected the Boat on about October 3rd or 4th. Upon inspection, numerous problems existed with the work performed on the Boat by Xtreme Marine and/or Dereberry Performance, to include but not limited to problems with the engine not running correctly, the left engine dying, wiring throughout, air conditioner, generator, fuel system, intercooler water pick-up, a crack in the fuel cooler heat exchanger, fuel cooler heat exchanger installation, fuel pump relay switch, missing sea strainer for intercoolers, incorrect sea strainers for the generator and air conditioner, air conditioner water pick-up hose, exhaust seals, generator exhaust hose installation, I.A.C. follow-up sensor, high oil temperature, paint, stereo remote installation, stereo speakers, incorrect spacers, transom shower, starboard deck hatch, television wall mount, and trim. On October 6, 2007, after approaching Flowers about not only the problems with the Boat but also the missing ownership documents that Xtreme Marine was to provide, Plaintiff received a text message on both of his cell phones from Mike Flowers stating "ur a pc of shit."

After limited investigation into the past events, Plaintiff has discovered the following acts or omissions of negligence, deception, fraud, misrepresentation, failure to disclose, or other culpable conduct on the part of Xtreme Marine, its agents and owners, Golden, Clark, Flowers, Patty Flowers, Wendy Orosco, and Dereberry Performance:

- Xtreme Marine, Golden, Clark, and Flowers misrepresented the Boat as "a new demo" with full factory warranties, as the Boat had previously been sold to another Xtreme Marine buyer believed to be Tony Edwards;
- Xtreme Marine, Golden, Clark, and Flowers failed to disclose that the warranty was already expired when Plaintiff purchased the Boat;
- Xtreme Marine, Golden, Clark, and Flowers misrepresented that the Boat was being sold with "factory warranties" when it knew the warranties had expired;
- Xtreme Marine, Golden, Clark, and Flowers misrepresented the terms of the sale, to include gouging Plaintiff for "additional fees" that were not bargained for nor reasonable;
- Xtreme Marine, Golden, Clark, and Flowers took Plaintiff's purchase money for the Boat in March of 2007 totaling \$299,380.56 and for the Trailer in August of 2007 totaling \$10,000.00 and failed to pay for the "additional fees" charged in the Bill of Sale, to include failing to pay for sales tax and VIT tax and penalties;
- Xtreme Marine, Golden, Clark, and Flowers failed to properly complete the title transfer documents and registration documents for the Boat and Boat Trailer, even though Plaintiff paid for this service;
- Xtreme Marine, Golden, Clark, and Flowers represented that it and Dereberry Performance would initiate the Modification work immediately upon payment by Plaintiff in April, yet never began the Modification work until June 14th at the earliest;
- Xtreme Marine, Golden, Clark, and Flowers took Plaintiff's money for the Modification work and for ordering parts in April of 2007 and used Plaintiff's money for other purposes;
- Upon finally disclosing that Xtreme Marine was not performing the Modification work, Xtreme Marine, Golden, Clark, and Flowers represented that Dereberry Performance charged a total of \$43,000.00 for the Modification work when in fact they charged \$34,300.00;

- Xtreme Marine, Golden, Clark, and Flowers sold Plaintiff's factory Boat drives and other factory equipment worth \$20,000.00 to Dereberry for only \$8,000.00 without obtaining Plaintiff's consent and approval nor giving Plaintiff the funds or credits;
- Xtreme Marine, Golden, Clark, and Flowers represented that as of June 18, 2007 they had paid Dereberry Performance \$19,303.00 when in fact they had not;
- Xtreme Marine, Golden, Clark, and Flowers represented that Steve Young charged a total of \$32,000.00 when in fact Young charged \$25,000.00;
- Xtreme Marine, Golden, Clark, and Flowers represented that as of June 18, 2007 they had paid Steve Young \$32,000.00 when in fact it had not;
- Xtreme Marine, Golden, Clark, and Flowers was negligent in hiring and supervising subcontractors that resulted in problems with the Modification work and Boat;
- Xtreme Marine and its employees, owners and agents, and Golden, Clark, Flowers, Patty Flowers, and Wendy Orosco were knowingly, intentionally and unconscionably concealing charges in various transactions so as to defraud and convert Plaintiff out of his money;
- Xtreme Marine and its employees, owners and agents, and Golden, Clark, Flowers, Patty Flowers, and Wendy Orosco misrepresented and failed to disclose the true nature of services provided to Plaintiff so as to defraud and convert Plaintiff out of his money;
- Owners of Xtreme Marine, to include Golden, Clark, and Flowers, conspired to defraud and convert Plaintiff out of his money;
- Owners of Xtreme Marine, to include Golden, Clark, and Flowers, conspired to sell Plaintiff goods and/or services that were known to be defective, substandard, false, misleading, and/or non-existent;
- Xtreme Marine, Golden, Clark, and Flowers represented that as of June 18, 2007 it had paid Chris Taylor Audio a total of \$13,697.00 when in fact it had not, and that Chris Taylor audio had charged \$13,697.00 for services on Plaintiff's Boat when in fact it only charged \$11,190.00;
- Dereberry Performance was negligent in performing the Modifications;
- Ronnie Golden, Todd Clark and Mike Flowers directed employees and agents of Xtreme Marine to not pay sales tax or other fees in any sale of equipment such as the one to Plaintiff, to the detriment of Plaintiff;
- Ronnie Golden, Todd Clark and Mike Flowers conspired to commit fraud and

conversion of customer property and the property of Plaintiff; and

- **Patty Flowers and Wendy Orosco were aware of the conspiracy between the owners of Xtreme Marine, yet each failed to discontinue their support in the conspiracy to the detriment of Plaintiff and/or failed to inform Plaintiff of such conspiracy. As such, Patty Flowers and Wendy Orosco were negligent in handling Plaintiff's account and conspired to defraud and convert Plaintiff's money and property.**

All of the wrongful acts and omissions described above have proximately cause serious and severe damages to Plaintiff, of which said damages are more fully describe d below.

V. BREACH OF CONTRACT

Pursuant to the terms of the Sales Order Agreement, Xtreme Marine, Golden, Clark, and Flowers agreed to provide Plaintiff with goods and services in exchange for Plaintiff's promise to pay. Plaintiff has fully complied with all terms and conditions of the contract and all conditions precedent have been met or occurred. Xtreme Marine, Golden, Clark, and Flowers have breached their contractual obligations to Plaintiff and their breach has caused damages to Plaintiff in excess of the minimum jurisdictional limits of the Court.

VI. DECEPTIVE TRADE PRACTICES ACT VIOLATIONS

The acts, omissions, and representations of the parties referenced above have been relied upon by Plaintiff to his detriment. The acts, omissions, and representations of the parties referenced above are in violation of one or more of the following provisions of the Texas Deceptive Trade Practices Act:

- (a) passing off goods or services as those of another;**
- (b) causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services;**
- (c) using deceptive representations or designations of geographic origin in connection with goods or services;**

- (d) representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he does not;
- (e) representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another;
- (f) advertising goods or services with intent not to sell them as advertised;
- (g) represented that an agreement confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law; and
- (h) knowingly making false or misleading statements of fact about the need for parts, replacement, or repair service;
- (i) representing that a guarantee or warranty confers or involves rights or remedies that it does not have or involve;
- (j) representing that work or services have been performed on or parts replaced in goods when the work or services were not performed or the parts replaced; and
- (k) failing to disclose information concerning goods or services which was known at the time of the transaction with the intention to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed.

The parties' above described acts and omissions and resulting DTPA violations have proximately cause Plaintiff serious and severe damage all in excess of the minimum jurisdictional limits of this Court.

VII. MISREPRESENTATIONS

The parties above described have made various affirmative misrepresentations to Plaintiff. The parties' above described representations were designed to and did induce Plaintiff into the transaction. Plaintiff justifiably relied upon these representations which were later discovered to be false, and these negligent and/or intentional and/or reckless misrepresentations proximately caused injury to Plaintiff in excess of the minimum jurisdictional limits of this Court.

VIII. FRAUD

The parties' above described acts, practices, and/or omissions were material, were false, were known to be false when made or made recklessly without regard to their truth with the intent that Plaintiff rely upon said acts, practices, and/or omissions. Plaintiff indeed relied upon said acts, practices and/or omissions to their detriment. Therefore, the parties' above described acts, practices and/or omissions constitute fraud as both defined under common law and by statute, and said acts, practices and/or omissions proximately cause serious and severe damages to Plaintiff in excess of the minimum jurisdictional limits of this Court for which they now sue.

IX. NEGLIGENCE

The parties' above described owed Plaintiff the duty of reasonable care and prudence. The parties' above described acts, practices and/or omissions were made in breach of the duty of ordinary care and thus constitutes negligence. Said negligence proximately caused damages to Plaintiff in excess of the minimum jurisdictional limits for which they now sue.

X. DAMAGES

Because of the parties' described above acts, practices, negligence and omissions, Plaintiff has incurred costs, fees, expenses and other damages, to include actual and economic damages, benefit of the bargain damages, consequential damages, reliance damages, repair and/or replacement damages, restitution damages, expectancy damages, loss of use damages, loss of value damages, loss of market value damages and other damages as allowed by law. Furthermore, Plaintiff has been forced to hire the undersigned attorney to prosecute this matter, and has incurred legal fees and expenses as a result. Accordingly, Plaintiff sues for actual damages, economic damages, noneconomic damages, attorneys fees, and expenses caused by the parties' above described conduct.

Additionally, the parties' above described conduct was made with actual awareness of the

risks and falsities involved and/or with conscious indifference to the potential resulting harm to Plaintiff, entitling an award of exemplary damages against the above described parties and in favor of Plaintiff in amounts to be determined by and within the sole discretion of the trier of fact. Additionally, under the Texas Deceptive Trade Practices Act, the parties' above described actionable conduct was made "knowingly" and/or "intentionally" as defined by these respective statutes, entitling Plaintiff to an award of treble damages.

XI. PRE-SUIT NOTICE

On or about December 12, 2007, Plaintiff forwarded their demand letter to Defendants, of which demand letter and its exhibits are fully and completely incorporated herein by reference as if set out in full. Plaintiff's demand was completely ignored, and therefore rejected pursuant to the provisions of the Texas Deceptive Trade Practices Act. Plaintiff files the demand along with the Affidavit Certifying Rejection of Pre-Suit Offer pursuant to the provisions of Tex. Bus. & Com. Code § 17.5052(f). See Exhibit A attached hereto, being Affidavit Certifying Rejection of Pre-Suit Offer. Thus, notice as required by the Texas Deceptive Trade Practices Act § 17.505(a) and (b), and other law where applicable of Plaintiff's intention to file suit in a Court of competent jurisdiction seeking damages for Defendants' wrongful violations and conduct has been satisfied.

XII. ATTORNEY'S FEES

Pursuant to Section 38.001 of the Texas Civil Practice and Remedies Code and Section 17.50(d) of the Tex. Bus. & Com. Code, request is made for all costs and reasonable and necessary attorney's fees incurred by Plaintiff herein, including all fees necessary in the event of an appeal of this cause to the Court of Appeals and the Supreme Court of Texas, as the Court deems equitable and just.

XIII. CONDITIONS PRECEDENT

All relevant conditions precedent to filing suit have been performed and/or have occurred.

XIV. TRIAL

Plaintiff requests that this Court set this matter for trial on the merits for the first available setting, to be tried by a jury of BEXAR County, and Plaintiff tenders herewith the requisite jury fee.

XV. RULE 194 REQUEST FOR DISCLOSURES

Plaintiff serves these Request for Disclosures pursuant to Rule 194 of the Texas Rules of Civil Procedure on each of said DEFENDANTS identified above, and this request is being served with Plaintiff's Original Petition and before DEFENDANTS' answers have come due. Therefore, pursuant to Rule 194, each DEFENDANT herein is requested to disclose, within 50 days of service of this request, the information or materials described in Rule 194.2(a-1).

XVI. PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff, JEFF SOELE REAL ESTATE, LTD., respectfully pray that DEFENDANTS be cited to appear and answer herein and that upon final hearing hereof Plaintiff has judgment against DEFENDANTS as follows:

1. Actual Damages in an amount within the jurisdictional limits of this Court and to be determined by a jury;
2. Pre-judgment and post-judgment interest at the maximum legal rate as provided by law;
3. Exemplary damages as determined appropriate by the jury;
4. Treble and exemplary damages as provided by statute;
5. Damages, statutory penalties, attorney fees, investigative expenses, court costs, and other damages as plead above in an amount within the jurisdictional limits of this Court; and
6. For all such other and further relief, in law or in equity, to which Plaintiff may be

justly entitled.

Respectfully submitted,

JONS LAW FIRM
829 Main St., Suite B
Kerrville, Texas 78028
Tel. (830)896-8383
Fax. (830)896-3535

By:


HUGH R. JONS, JR.
State Bar No. 24032602

ATTORNEY FOR PLAINTIFF, JEFF SOELE REAL
ESTATE, LTD.

JURY TRIAL REQUESTED

**CRT
PROCESS DEPT.**

SURETY