

NO. CV-2015-00861

BRYAN SANDERS AND LEANN SANDERS	§	IN THE COUNTY COURT AT LAW
Plaintiffs,	§	
	§	
V.	§	NO. 2
	§	
KHOSROW SADEGHIAN	§	
Defendant.	§	DENTON COUNTY, TEXAS

PLAINTIFFS' AMENDED MOTION FOR SUMMARY JUDGMENT

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COME Plaintiffs, Bryan Sanders and Leann Sanders, Movants herein, and request the Court to enter Summary Judgment in favor of Movants on the claims set forth herein, and against Defendant Khosrow Sadeghian (hereinafter Non-Movant), and in support thereof, show the Court the following:

I.

FACTS/PROCEDURAL HISTORY

This lawsuit is brought pursuant to Plaintiff's Original Petition, in which it is alleged that Plaintiffs rented a residence from Khosrow Sadeghian on July 1, 2014 in Denton County, Texas. On that date, Plaintiffs signed a lease agreement with Khosrow Sadeghian, as landlord for the rental period to begin on July 1, 2014. Plaintiffs moved into the residence shortly thereafter. It became apparent, after moving in that there were a number of safety issues with the home, particularly with regard to loose wires in the attic causing a possible code violation to which Plaintiffs advised the landlord on numerous occasions. Though plaintiffs advised orally on several occasions to the landlord of the safety hazards, these were not addressed. Finally, the Plaintiffs, by written notice on August 6, 2014, advised the

landlord again, of these material defects in the home and advised the landlord of the safety hazards involved in the wires being loose in the attic.

The Lease Agreement signed by the Plaintiffs and the landlord is attached as Exhibit “A”, the notice for the repairs needed regarding the loose wires, is attached as Exhibit “B” . The landlord was advised orally and by written notice of the safety hazards and defects, the landlord failed to address any of these issues or make any of these repairs. Shortly thereafter, on August 9, 2014, a fire broke out in the attic of the residence at 351 Whitt Road, Little Elm, Texas that Plaintiffs had rented from the landlord Khosrow Sadeghian, Defendant herein. Plaintiffs were asleep at the time, and Plaintiff Brian Sanders, just happened to awaken to the smell of smoke and was able to get he and his wife out of the residence without harm. Luckily the children of the Plaintiffs were not present at the time. However, a significant fire developed, burning the residence extensively, causing a total loss of the residence and all the belongings of Plaintiffs that were in the residence, including furnishings, clothing and other personal items. A letter was sent to the landlord, Khosrow Sadeghian, Defendant herein, requesting that he pay for items that were damaged or destroyed and he has failed to do so.

A deceptive Trade Practice claim was made in the letter sent sixty days prior to the suit being filed, advising Khosrow Sadeghian that damages could be trebled at law if settlement was not reached. That letter is attached hereto as Exhibit “C”. Khosrow Sadeghian has made no effort whatsoever to compensate Plaintiffs for their losses in any manner. Plaintiff suffered not only physical loss of all their property, clothing, furnishings and other personal items of great value, but also great fear and trepidation as a result of having to escape with just their lives from the fire, had not Mr. Sanders smelled the smoke and got he and his wife out of the residence. Plaintiff’s bring Summary Judgment in this matter for their personal losses and as well pain & suffering, mental distress and anguish and request that summary judgment be granted in the amount of \$325,000.00 actual damages and that those damages be trebled at law, pursuant to the DTPA Act, resulting in a total judgment for Plaintiffs in the amount \$975,000.00.

II.

ARGUMENTS & AUTHORITIES

A. Movants can demonstrate Movants are entitled to summary judgment as a matter of law on each and every claim set forth herein.

B. When a Movant moves for summary judgment, it is not required to prove the amount of the damages, only that damages were incurred. Tex. R. Civ. P. 166a(a). Because Movants can prove the case as a matter of law, and because Movants need not prove the amount of damages, Movants are entitled to summary judgment.

C. There are no genuine issues of material fact in this case; therefore, the Court may decide this case on the summary judgment evidence included in the appendix to this motion, which evidence is incorporated herein by reference.

III.

A. Movants filed a claim against Non-Movant seeking affirmative relief for faulty wiring, which caused the house they were leasing from non-movant to catch fire, destroying the entire contents of the house. Movants are required to prove a letter requesting repairs was sent to Non-Movant.

B. Movants claim there is no genuine issue of material fact as to any element of faulty wiring which caused the house they were leasing from non-movant to catch fire, destroying the entire contents of the house and include affidavits and documentary evidence as summary judgment evidence, referenced in an appendix attached hereto, filed with this motion and incorporated by such reference for all purposes as if recited verbatim herein.

IV.

A. Movants claim there is no genuine issue of material fact as to any element of mental distress & anguish and include affidavits and documentary evidence as summary judgment evidence, referenced in an appendix attached hereto, filed with this motion and incorporated by such reference for all purposes as if recited verbatim herein.

V.

A. Non-Movant has not pled any counterclaim that would preclude summary judgment in this cause.

VI.

A. Non-Movant has not pled any affirmative defense that would preclude summary judgment in this cause.

VII.

Movants are entitled to summary judgment as a matter of law because Plaintiffs would show the Court that there are no genuine issues of material fact in this cause and judgment should be granted pursuant to Rule 166a of the Texas Rules of Civil Procedure as a matter of law and that the Court find judgment as a matter of law and award damages to Plaintiff pursuant to the Texas Deceptive Trade Practices Act as a matter of law for \$975,000.00.

Plaintiff would show that they have retained the undersigned attorney in this matter to represent them in that a reasonable attorney fees of \$25,000.00 would not be unreasonable and the Court should award attorney's fees in the amount of \$25,000.00 in this matter. and that amount should be trebled pursuant to the Texas Deceptive Trade Practices Act as well. Please see Dennis R. Croman's affidavit attached hereto as Exhibit "E".

VIII.

A. If summary judgment for Movants is not rendered on the entire cause or for all relief requested, and if a trial is necessary on some of the issues in this cause, Movants request the Court, after examining the pleadings and summary judgment evidence before it and after interrogating counsel to ascertain those material facts that are in good faith actually controverted, to make an order specifying those facts that appear to be without substantial controversy and directing such further proceedings in the action that are just.

IX.

A. Movants waive all causes of action and relief not requested in this Motion for Summary Judgment.

PRAYER

WHEREFORE, PREMISES CONSIDERED, your Plaintiffs pray the Court grant summary judgment herein in the sum of \$975,000.00 and attorney's fees of \$75,000.00 as a result of this claim as there exist no genuine issue of material fact as to the any of the issues posed by Plaintiff herein and judgement should be granted accordingly and that the Court set this matter for hearing, with notice to Non-Movant, and that upon completion of said hearing the Court grants Movants' Motion for Summary Judgment, and that Movants have the following:

1. Judgment against Defendant Khosrow Sadeghian, for faulty wiring which caused the house they were leasing from non-movant to catch fire, destroying the entire contents of the house, or alternatively, should the Court find some facts to be controverted, Movants be granted a partial summary judgment specifying those facts that appear to be without substantial controversy;

2. Judgment against Defendant Khosrow Sadeghian, for mental distress & anguish, or alternatively, should the Court find some facts to be controverted, Movants be granted a partial summary judgment specifying those facts that appear to be without substantial controversy;

3. Pre-judgment and post-judgment interest as provided by law;

4. Judgment for attorney's fees as prayed for and proved by affidavit attached hereto;

5. Costs of suit; and

6. Movants be granted such other and further relief, special or general, at law or in

equity, as may be shown that Movants are justly entitled to receive.

Respectfully submitted,

By: /s/ Dennis R. Croman

Dennis R. Croman
Texas Bar No. 05102000
Email: cromanlaw@aol.com
4425 West Airport Freeway
Suite 242
Irving, Texas 75062
Tel. (972) 887-3072
Fax. (972) 887-3199
Attorney for Plaintiffs
Bryan Sanders and Leann Sanders

CERTIFICATE OF SERVICE

I certify that on November __, 2017 a true and correct copy of Plaintiffs' Motion for Summary Judgment was served by certified mail on Khosrow Sadeghian at 3508 Sundown Blvd., Denton, Texas 76210.

/s/ Dennis R. Croman

Dennis R. Croman

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APPENDIX TO
PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT

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All summary judgment evidence in this appendix is incorporated by reference into Plaintiffs' Motion for Summary Judgment.

I. Documentary Evidence

True and Correct copy of Lease, dated July 1, 2014.	Exhibit "A"
True and Correct copy of correspondence requesting repairs.	Exhibit "B"
Deceptive Trade Practices Act Letter.	Exhibit "C"

II. Affidavits

Affidavit of Bryan Sanders, attesting to facts herein And the authenticity of the documents attached hereto.	Exhibit "D"
Affidavit of Dennis R. Croman attesting to the amount and reasonableness of attorney fees.	Exhibit "E"

EXHIBIT “A”

Residential Lease

Basic Information

Date: 07/01/14

Landlord: Khosrow Sadeghian

Landlord's Address: P.O. Box 50593, Denton, TX 76206-0593

Tenant: Bryan Sanders

Tenant's Address: 1513 Lake Shore Dr., Little Elm TX 75068

Premises

Street address/suite: 351 Witt Rd

City, state, zip: Little Elm, TX 75068

Monthly Rent: On July 1, 2014 your rent will be \$3790; Beginning August 1, 2014 and for the remainder of the year, the monthly rent will be total \$1725.00.

Term (months): 36 months

Commencement Date: 07/01/14

Termination Date: 07/01/17

Security Deposit: 200

Permitted Use: Private residence

Occupants (other than Tenant): N/A

Utilities to Be Provided by Landlord: N.A

Tenant's Insurance: As required by Insurance Addendum

Landlord's Insurance: As required by Insurance Addendum

A. Definitions

A.1. "Agent" means agents, contractors, employees, licensees, and, to the extent under the control of the principal, invitees.

A.2. "Injury" means (a) harm to or impairment or loss of property or its use or (b) harm to or death of a person.

A.3. "Rent" means Monthly Rent plus any other amounts of money payable by Tenant to Landlord.

B. Tenant's Obligations

B.1. Tenant agrees to—

B.1.a. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

B.1.b. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.

B.1.c. Obey all laws relating to Tenant's Permitted Use, maintenance of condition, and occupancy of the Premises.

B.1.d. Pay monthly, in advance, on the first day of the month, the Monthly Rent to Landlord at Landlord's Address.

B.1.e. Pay, as additional Rent, all other amounts due under this lease.

B.1.f. [NOTICE OF LATE FEE/CHARGE] Pay a late fee of \$25.00 (the initial fee) if Rent has remained unpaid one (1) full day after the date the Rent was originally due, and another daily late fee of \$5.00 (additional late fee) for each day the Rent continues to remain unpaid. It being expressly understood and agreed that the aforementioned fees are a reasonable estimate of uncertain damages to the Landlord that are incapable of precise calculation and result from late payment of Rent. Notwithstanding anything herein to the contrary, Landlord shall not be required to notify Tenant of the duty to pay the fees set forth in this subsection B.1.f.

B.1.g. Pay for all utility services used by Tenant and not provided by Landlord.

B.1.h. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.

B.1.i. Repair any damage to the Premises caused by Tenant or the occupants listed under "Occupants (other than Tenant)."

B.1.j. SUBMIT IN WRITING TO LANDLORD ANY REQUEST FOR REPAIRS, REPLACEMENT, AND MAINTENANCE THAT ARE THE OBLIGATIONS OF LANDLORD.

B.1.k. Move out of the Premises, and return all keys, keypads, and garage door openers, at the end of the Term. Furthermore, all additions repairs, and/or fixtures installed or added by Tenant, shall remain on/with the Premises. . . and shall be the property of the Landlord. Finally, any addition or alteration to the Premises that cannot be removed without damage to the Premises shall remain on/with the Premises.

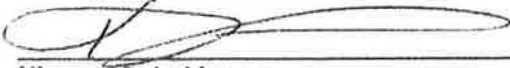
UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY OR ITS AGENTS BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY OR ITS AGENTS.** *D.3 Casualty/Condemnation.* If the Premises are damaged by fire or other casualty or are condemned, then either Landlord or Tenant may terminate this lease by notifying the other. Any Rent prepaid by Tenant will be returned to Tenant on termination. *D.4. Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice and failing to remedy a condition that materially affects the physical health or safety of an ordinary tenant within ten days after written notice, unless such condition results from Tenant's actions. *D.5 Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not remedy a condition (not resulting from Tenant's actions) that materially affects the physical health or safety of an ordinary tenant for thirty days after notice, terminate this lease. a. Provided Tenant is not delinquent in the payment of Rent when Tenant provides Landlord any required notices and subject to applicable limitations in section 92.056 of the Texas Property Code, if Landlord has not repaired or remedied within a reasonable time or if Landlord is not making a diligent effort to repair or remedy any condition that materially affects the physical health or safety of an ordinary tenant, and Landlord is obligated under this lease to repair or remedy the condition, then Tenant may, following notice to Landlord (i) by certified mail, return receipt requested, or by registered mail or (ii) by notice to the person to whom or at the place where Tenant's Rent is normally paid, followed by a subsequent written notice if the condition is not remedied or repaired within a reasonable period of time following the first notice—i. terminate this lease; ii. have the condition repaired or remedied according to section 92.0561 of the Texas Property Code if the condition involves any of the following and at least one of Tenant's notices to Landlord includes a reasonable description of the proposed repair or remedy, along with a statement that Tenant intends to repair or remedy the condition: (a) the backup or overflow of raw sewage inside the Premises or the flooding from broken pipes or natural drainage inside the Premises; (b) potable water service to the Premises is not available, and Landlord has expressly or impliedly agreed in this lease to furnish potable water to the Premises; (c) heating or cooling equipment serving the Premises is producing inadequate heat or cooled air, Landlord has expressly or impliedly agreed in this lease to furnish heating or cooling equipment, and Landlord has been notified in writing by the appropriate local housing, building, or health official or other official having jurisdiction that the lack of heat or cooling materially affects the health or safety of an ordinary tenant; or (d) any other condition exists at the Premises that materially affects the health or safety of an ordinary tenant, and Landlord has been notified in writing by the appropriate local housing, building, or health official or other official having jurisdiction of such condition; iii. deduct from Tenant's Rent, without necessity of judicial action, the cost of the repair or remedy of any condition listed in section D.5.a.ii. in compliance with section 92.0561 of the Texas Property Code; or iv. obtain judicial remedies according to section 92.0563 of the Texas Property Code. b. If Tenant elects to terminate this lease, Tenant is— i. entitled to a pro rata refund of Rent from the date of termination or the date Tenant moves out, whichever is later; ii. entitled to deduct Tenant's Security Deposit from Tenant's Rent without the necessity of lawsuit or to obtain a refund of Tenant's Security Deposit according to law; and iii. not entitled to the other repair-and-deduct remedies under section 92.0561 of the Texas Property Code or the judicial remedies under subdivisions (1) and (2) of subsection (a) of section 92.0563 of the Texas Property Code. c. If Tenant elects to have the condition repaired or remedied following the requirements of section 92.0561 of the Texas Property Code, Tenant may have the condition repaired or remedied— i.

immediately following Tenant's notice of intent to repair if the condition involves sewage or flooding; ii. within three days following Tenant's delivery of notice of intent to repair if the condition involves a cessation of potable water or inadequate heat or cooled air; or iii. within seven days following Tenant's notice of intent to repair or remedy the condition if the condition involves any other matter affecting the physical health or safety of an ordinary tenant; and Tenant may deduct the cost to repair or remedy the condition from a subsequent Rent payment, but the deduction may not exceed the amount of one month's Rent under the lease or \$500, whichever is greater. When deducting the cost of repairs from the Rent, Tenant must furnish Landlord, along with payment of the balance of the Rent, a copy of the repair bill and the receipt for its payment. A repair bill and receipt may be the same document. Repairs and deductions may be made as often as necessary as long as Tenant otherwise complies with section 92.0561 of the Texas Property Code and the total repairs and deductions in any one month do not exceed one month's Rent or \$500, whichever is greater. d. If Tenant's Rent is subsidized in whole or in part by a governmental agency, the deduction limitation of one month's Rent shall mean the fair market rent for the dwelling and not the Rent that Tenant pays. The fair market rent shall be determined by the governmental agency subsidizing the Rent, or in the absence of such a determination, it shall be a reasonable amount of rent under the circumstances. e. Tenant repairs pursuant to section 92.0561 of the Texas Property Code must be made by a company, contractor, or repairman listed in the yellow or business pages of the telephone directory or in the classified advertising section of a newspaper of the local city, county, or adjacent county at the time of Tenant's notice of intent to repair and must be made in compliance with applicable building codes, including a building permit when required. Unless otherwise agreed between Tenant and Landlord, any repairs made pursuant to section 92.0561 of the Texas Property Code may not be made by Tenant, Tenant's immediate family, Tenant's employer or employees, or a company in which Tenant has an ownership interest. In addition, repairs may not be made by Tenant under section 92.0561 of the Texas Property Code to the foundation or load-bearing structural elements of a building of which the Premises is a part if the building contains two or more dwelling units. f. If Landlord repairs or remedies the condition or delivers to Tenant an affidavit for delay under section 92.0562 of the Texas Property Code after Tenant has contacted a repairman but before the repairman commences work, Landlord shall be liable for the cost incurred by Tenant for the repairman's trip charge and Tenant may deduct the charge from Tenant's Rent as if it were a repair cost. g. If Tenant elects to pursue judicial remedies against Landlord pursuant to section 92.0563 of the Texas Property Code, those remedies include— i. an order directing Landlord to take reasonable action to repair or remedy the condition; ii. an order reducing Tenant's Rent, from the date of the first repair notice, in proportion to the reduced rental value resulting from the condition until the condition is repaired or remedied; iii. a judgment against Landlord for a civil penalty of one month's Rent plus \$500; iv. a judgment against Landlord for the amount of Tenant's actual damages; and v. court costs and attorney's fees, excluding any attorney's fees for a cause of action for damages relating to a personal injury. *D.6. Default by Tenant/Events.* Defaults by Tenant are (a) failing to timely pay Rent, (b) abandoning or vacating a substantial portion of the Premises, and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b). *D.7. Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the Rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet, (b) enter the Premises and perform Tenant's obligations, and (c) terminate this lease by written notice and sue for possession or damages or both. *D.8. Mitigation.* Landlord and Tenant have a duty to mitigate damages. *D.9. Security Deposit.* If Tenant defaults, Landlord may use the Security Deposit to pay arrears of Rent, to repair any damage or injury, or to pay any expense or liability incurred by Landlord as a result of the default. *D.10. Holdover.* If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by

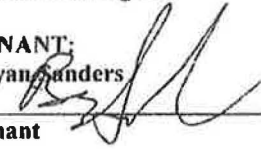
Tenant, whether with or without the consent of Landlord, will extend the Term. *D.11. Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages. *D.12. Attorney's Fees.* If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and any other costs. *D.13. Venue.* Exclusive venue is in the county in which the Premises are located. *D.14. Entire Agreement.* This lease, its exhibits, addenda, and riders are the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. There are no representations, warranties, agreements, or promises pertaining to the Premises or the lease of the Premises by Landlord to Tenant, and Tenant is not relying on any statements or representations of any agent of Landlord, that are not in this lease and any exhibits, addenda, and riders. *D.15. Amendment of Lease.* This lease may be amended only by an instrument in writing signed by Landlord and Tenant. *D.16. Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE. *D.17. Notices.* **ANY NOTICE REQUIRED OR PERMITTED UNDER THIS LEASE MUST BE IN WRITING.** Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. *D.18. Texas Property Code.* Landlord and Tenant each acknowledge that chapter 92 of the Texas Property Code, which deals with residential tenancies, affords certain rights and imposes certain duties on them. *D.19. Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term. *D.20. Tenant's Statutory Right to Terminate.* Tenant may have special statutory rights to terminate the lease early in certain situations involving family violence, military deployment or transfer, or sexual assault or sexual abuse. *D.21. Repairs:* (Notice: Subchapter B, Chapter 92, Property Code governs repair obligations). **a. Repair Requests:** **All requests for repairs must be in writing and delivered to Landlord. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is not obligated to make the repair.** In the event of an emergency related to the condition of the Property that materially affects the physical health or safety of an ordinary tenant, call: 972- 897-9866. Ordinarily, a repair to the heating and air conditioning system is not an emergency. **b. NOTICE:** If Landlord fails to repair a condition that materially affects the physical health or safety of an ordinary tenant as required by this lease or the Property Code, Tenant may be entitled to exercise remedies under §92.056 and §92.0561 of the Texas Property Code. If Tenant follows the procedures under those sections, the following remedies may be available to Tenant: (1) terminate the lease and obtain an appropriate refund under §92.056(f); (2) have the condition repaired or remedied according to §92.0561; (3) deduct from the rent the cost of the repair or remedy according to §92.0561; and (4) obtain judicial remedies according to §92.0563. Do not exercise these remedies without consulting an attorney or carefully reviewing the procedures under the applicable sections. The Property Code presumes that seven (7) days is a reasonable period of time for the Landlord to make a diligent effort to repair a condition unless there are circumstances which establish that a different period of time is appropriate (such as the severity and nature of the condition and the availability of materials, labor, and utilities). Failure to strictly follow the procedures in the applicable sections may cause Tenant to be in default of the lease. **c. Completion of Repairs:** (1) Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's permission. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of contractors, will be at Landlord's sole discretion. (2) Landlord is not obligated to complete a repair on a day other than a business day unless required to do so by the Property Code. **d. Payment of Repair Costs:** Except as otherwise specified in this lease, Landlord will pay to repair or remedy conditions in the Property in need of repair if Tenant complies with the procedures for requesting repairs as

described in this Section 18. (1) Landlord will pay the entire cost to repair the following items not caused by Tenant or Tenant's negligence: (a) heating and air conditioning systems; (b) water heaters; or (c) water penetration from structural defects. (2) Landlord will NOT pay to repair the following items unless caused by Landlord's negligence: (a) conditions caused by Tenant, an Occupant, or any guest or invitee of Tenant; (b) damage to doors, windows, and screens; (c) damage from windows or doors left open; (d) damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve the Property; (e) items that are cosmetic in nature with no impact on the functionality or use of the item; and (f) the following specific items or appliances: none. c. Trip Charges: If a repair person is unable to access the Property after making arrangements with Tenant to complete the repair, Tenant will pay any trip charge the repair person may charge, which amount may be different from the amount stated in Paragraph A(14). f. Advance Payments and Reimbursements: Landlord may require advance payment of repairs or payments under this Paragraph 18 for which Tenant is responsible. Tenant must promptly reimburse Landlord the amounts under this Paragraph 18 for which Tenant is responsible. D.22. Monthly Rent Increase. a. Beginning one year from the Commencement Date, the Monthly Rent will be increased ten percent (10%) and the Monthly Rent will likewise be increased ten percent (10%) each and every annual anniversary date thereafter (i.e., the first day of June) that this Lease shall remain in force and effect. b. Landlord shall not be obligated to, notify Tenant of each increase in the Monthly Rent; therefore, Landlord's failure to so notify the Tenant shall not waive or excuse Tenant's obligation to pay the increased Monthly Rent. D.23. Advertisement of Premises. During the last thirty days of the Term, Landlord may place a sign on the Premises advertising the Premises for rent or sale. D.24. Emergencies. Tenant may call 972.897.9866 to report emergencies that affect the Premises and that threaten Tenant's physical health or safety.

LANDLORD: KHOSROW SADEGHIAN


Khosrow Sadeghian

TENANT:
Bryan Sanders


Tenant

TEX. CIV. PRAC. & REM. CODE §132.001 DECLARATION

The undersigned is the Tenant identified in the Lease set out above; I have read the foregoing Lease; and the statements contained therein are true and correct to the best of my Knowledge and belief.

My name is Bryan Sanders, [name of tenant], my date of birth is 1-8-1986, and my address is 351 Witt Rd, Little Elm. I declare under penalty of perjury that the foregoing [Lease] is true and correct.


Signature of Tenant

Executed in Denton County, State of Texas, on 7/1, 2014

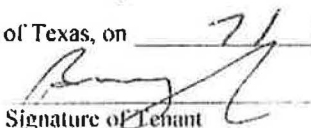

Signature of Tenant

EXHIBIT “B”

Notice of Repairs still needed for property at 351 Witt Road, Little Elm, Texas

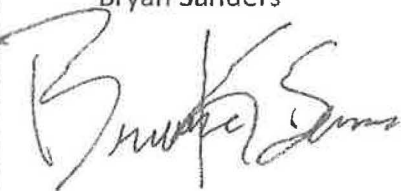
Below is the list of repairs made aware to Khosrow Sadeghian (Landlord) before tenants Bryan Sanders and Leana Sanders (Tenants) moved into 351 Witt Road and were supposed to be completed **before** the tenants moved in. These repairs still have yet to be completed as of August 6, 2014. These repairs are MANDATORY for an inhabitable residence and need to be fixed. These repairs materially affect the physical health and/or safety of the tenants and their children.

- Wiring in the attic needs to be repaired (within code).
 - Multiple loose wires are still visible up in the attic and around the unit. Wires are not boxed up and just lying on the ceiling of the home. This deems a very large safety violation and creates a fire hazard to the unit. The tenants and their children's health and safety are put at risk. This needs to be repaired immediately.
 - Currently no power is available to the back part of the house (i.e. kitchen and master bedroom and bathroom) Outlets and wires are exposed to the tenants and their children deeming this a safety hazard.
- Water needs to be fixed.
 - Hot water needs to be available throughout the house (currently only available in the master shower). This is a health violation and needs to be repaired immediately.
 - Need to have running water outside of house as per code of the Town of Little Elm.
- Sewer needs to be installed. Currently there is a trench dug for a sewer line that is supposed to be hooked up with the city before tenants moved in and has yet to be completed as of Aug 6, 2014.

Your compliance and cooperation in this matter is greatly appreciated.

Signed,

Bryan Sanders



Leana Sanders

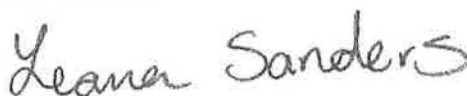


EXHIBIT “C”

*Law Offices of
Dennis R. Croman, Inc.
A Professional Corporation*

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April 16, 2015
CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Khosrow Sadeghian
3508 Sundown Blvd.
Denton, Texas 76210

Michael Moore
108 West College Street
Preston, Texas 75407

RE: Notice of Claim, Texas Deceptive Trade Practices Act (DTPA)

Dear Mr. Sadeghian and Mr. Moore

Please be advised that I have been engaged to represent Bryan Sanders and Leann Sanders regarding the above-referenced matter.

As you are aware, Mr. and Mrs. Sanders leased the property at 351 Witt Road in Little Elm, Texas, on July 1, 2014. After moving in, they subsequently advised you of the faulty wiring in the home as well as other items that needed to be repaired. They were later assured by you that all repairs had been made and that the home was safe to live in. However, on August 9, 2014, a fire occurred in the attic of the home as a result of the electrical wiring shorting out due to improper wiring. By the time Mr. and Mrs. Sanders smelled smoke, they barely had time to retrieve a small amount of their personal effects and escape with their lives.

In connection with the conduct and/or omissions described above, you engaged in an "unconscionable action or course of action" by taking advantage of the lack of knowledge, ability, experience, or capacity of my clients to a grossly unfair degree.

You also committed the false, misleading or deceptive practices as indicated below, in that you:

- (a) represented that an agreement confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law;
- (b) represented 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

(c) failed to disclose information concerning the repair of the faulty wiring at the time the lease was signed with the intention to induce the tenants into signing which they would not have done had the information been disclosed.

We also contend that the following warranties were breached and therefore actionable under the Texas Deceptive Trade Practices - Consumer Protection Act:

- (a) the implied warranty of fitness for a particular purpose; and
- (b) the implied warranty of good and workmanlike performance.

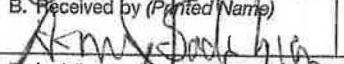
Notice is hereby given under Section 17.505 of the Texas Deceptive Trade Practices - Consumer Protection Act that my clients have sustained economic damages in the amount of \$150,000.00, damages for mental anguish in the amount of \$150,000.00, and attorney's fees of \$25,000.00 reasonably incurred by my clients in the assertion of this claim, for a total amount of \$325,000.00. Demand is therefore made pursuant to the DTPA for the amount of \$325,000.00 in the form of a money order or cashier's check, payable to my clients.

If payment to my clients in the total amount of \$325,000.00 as requested hereinabove is not forthcoming within the time provided by law, be advised that suit will be filed in a court of competent jurisdiction.

Please be advised that under the DTPA an award of court costs and reasonable and necessary attorney's fees is mandatory to a party who prevails in such a lawsuit. Please be further advised that damages for mental anguish and up to three times the amount of economic damages may be awarded at trial in the event that the trier of fact finds that actionable conduct was committed "knowingly." If the conduct is found to have been committed "intentionally," my clients could recover up to three times the amount of damages for both mental anguish and economic damages.

I urge you to give this matter your immediate attention.

Sincerely yours,

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature  ☐ Agent ☒ Addressee
Article Addressed to: r. Khosrow Sadeghian 508 Sundown Blvd. Arlington, TX 76210	B. Received by (Printed Name) 
	C. Date of Delivery
	D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☒ No
3. Service Type ☐ Certified Mail® ☐ Priority Mail Express™ ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ Collect on Delivery	
4. Restricted Delivery? (Extra Fee) ☐ Yes	

Article Number 7014 2870 0000 2556 6326
Transfer from service label)

EXHIBIT “D”

NO. CV-2015-00861

BRYAN SANDERS AND LEANN SANDERS	§	IN THE COUNTY COURT AT LAW
Plaintiffs,	§	
	§	
V.	§	NO. 2
	§	
KHOSROW SADEGHIAN	§	
Defendant.	§	DENTON COUNTY, TEXAS

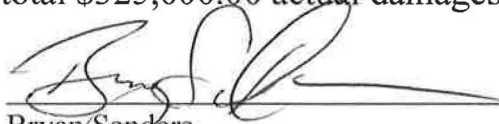
AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared Bryan Sanders, who being duly sworn, deposed as follows:

"My name is Bryan Sanders. I am at least 18 years of age and of sound mind. I have personal knowledge of the facts alleged in Plaintiffs' Motion for Summary Judgment. I hereby swear that the following statements in support of Plaintiffs' Motion for Summary Judgment are true and correct.

" My wife, Leana Sanders and I entered into a lease agreement for the house located at 351 Whitt Road, Little Elm, Texas with Khosrow Sadeghian. After we moved in, we couldn't help but notice that there were many loose wires in the attic, which caused my wife and I great concern. We spoke to Mr. Sadeghian on several occasions about the loose wires and when he did not offer any solutions, we sent a written request to have the wires repaired by an electrician. We did not get a response from our landlord. Our house burned down on August 9, 2014, we suffered a total loss of all our property, including all our furnishings, clothing, personal effects, jewelry, computers, computer records and various other items of property that were all a total loss, caused by the faulty wiring in the attic. The County Fire Marshall as well. Our personal losses exceeded \$150,000.00 and we suffered mental anguish and pain, with the thought of nearly losing our lives in the fire, we

are requesting to be awarded that amount as well as pre-judgment interest on these items in the sum of \$175,000.00 for a total \$325,000.00 actual damages herein."


Bryan Sanders

SUBSCRIBED AND SWORN TO BEFORE ME on August 31, 2017, by
Bryan Sanders.


Notary Public, State of Texas



EXHIBIT “E”

NO. CV-2015-00861

BRYAN SANDERS AND LEANN SANDERS	§	IN THE COUNTY COURT AT LAW
Plaintiffs,	§	
	§	
V.	§	NO. 2
	§	
KHOSROW SADEGHIAN	§	
Defendant.	§	DENTON COUNTY, TEXAS

**AFFIDAVIT IN SUPPORT OF REQUEST
FOR ATTORNEY'S FEES**

BEFORE ME, the undersigned authority, on this day personally appeared Dennis R. Croman, who swore on oath that the following facts are true:

"My name is Dennis R. Croman. I am over 18 years of age, of sound mind, and fully competent to make this affidavit. I have personal knowledge of the facts stated herein and they are all true and correct.

"On August 9, 2014, Movants employed me in connection with the matter on which this suit is based. Attached hereto and incorporated by reference herein is a copy of the contract entered into by Bryan Sanders and Leann Sanders, as proof of the performance of services rendered and the fees requested."

"Movant is entitled to recover the reasonable attorney's fees requested herein pursuant to written contract.

"It is my opinion that these fees are reasonable attorney's fees based upon the following factors:

1. The novelty and difficulty of the issue involved, the skill required to provide the legal services properly, and the experience, reputation, and expertise of the lawyer or lawyers performing the services;

2. The time and labor involved to perform the legal services properly; and,
3. The fee customarily charged in the community for similar services.

"It is my opinion that attorney's fees in the amount of \$25,000.00 would be a reasonable fee for the services required to perform post-judgment discovery and to satisfy the judgment by writ of execution and other procedures and said amount should be trebled pursuant to the TDPA to \$75,000.00.

"It is my opinion that in the event this case is appealed to the court of appeals, attorney's fees in the amount of \$25,000.00 would be a reasonable fee for services performed in this cause on appeal to the court of appeals.

"It is my opinion that in the event this case is appealed to the Texas Supreme Court, additional attorney's fees in the amount of \$25,000.00 would be a reasonable fee for services performed in this cause on appeal to the Texas Supreme Court."

SIGNED on August 31, 2017.

Dennis R. Croman
Dennis R. Croman, Affiant

SUBSCRIBED AND SWORN TO BEFORE ME on August 31, 2017, by
Dennis R. Croman

Carol L. Paonessa
Notary Public, State of Texas

