

CAUSE NO. 2018-42734

ABG General Construction,
Plaintiff,

v.

3S Real Estate Investments,
LLC – Series 3
Defendant.

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IN THE DISTRICT COURT

OF HARRIS COUNTY, TEXAS

269th JUDICIAL DISTRICT

AFFIDAVIT OF PAUL SARVER

STATE OF TEXAS
HARRIS COUNTY

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Before me, the undersigned notary, on this day personally appeared Paul Sarver, the affiant, whose identity is known to me. After I administered an oath, affiant testified as follows:

1. “My name is Paul Sarver. I am over 18 years of age, of sound mind, and capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

2. “I am an agent of the Defendant in this case.

3. “I acquired personal knowledge of these facts by managing the project for Defendant that is the subject of this lawsuit.

4. “I have read Defendant’s original answer, and the facts stated in it are within my personal knowledge and are true and correct.

5. “Not every item of the account that forms the basis of Plaintiff’s suit is just or true. Plaintiff charged Defendant prices for the goods and services that are not in accordance with the parties’ agreement and are unreasonable. Plaintiff entered into an agreement with United Drywall & Texture to complete the services required – applying stucco to an outdoor barbecue grill – for a sum totaling \$2,500. Defendant’s demand is for nearly twice that amount, was not the agreed upon amount, and is unreasonable for the work performed.

6. “The claim is not due. Defendant contracted with United Drywall & Texture for the services that form the basis of Plaintiff’s lawsuit and fully and completely paid for those services prior to receiving Plaintiff’s notices of demand or lawsuit.

7. “All just and lawful offsets, payments, and credits have not been allowed. Plaintiff files suit for a total of \$4,000 but does not credit Defendant’s account for amounts Defendant remitted to the general contractor for satisfaction of this account.

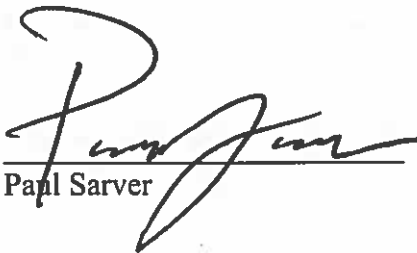
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Chris Daniel - District Clerk
Harris County
Envelope No: 26186622
By: BLESSING, JACOB K
Filed: 7/23/2018 2:35:37 PM

8. "No systematic record was kept of amounts due on the account. The only record received of amounts due was received from United Drywall & Texture and payment for that amount due was remitted prior to receiving any communication from Plaintiff.

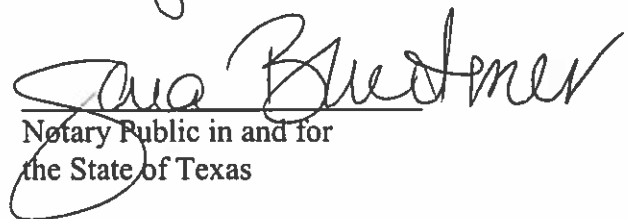
9. "Any account that existed was with United Drywall & Texture and not with Plaintiff.

10. "There was not an agreement between Plaintiff and Defendant, either written or oral.

11. "The agreement for the project was between United Drywall & Texture and Defendant to complete the services for the sum of \$2,500.


Paul Sarver

Sworn to and subscribed before me by Paul Sarver on July 23, 2018.


Notary Public in and for
the State of Texas

