

Control Number: 49060



Item Number: 15

Addendum StartPage: 0

2019 MAR - 6 AM 9: 28

PUBLIC UTILITY COMMISSION

Isb. 28, 2019 Socket # 49060

Staff 1-1 Question: What amount of referred are you claiming \$2.32 as you mention in your enitial complaint, \$2.35 as you mention in your letter dated Feb 6, 2019 or \$2.45 as Sun / Saddlebrook claims and you mention in your Letter?

Aswer

I was told by M.J. former D.M. for Saddle brook that was only awed \$2.32 during the meeting with her in 2018. Then after that weeting I called the office and was told by askley it was \$2.35; Then Hope Jackey Vaid 'no, it was actually \$2.45. The onl notice that showed that 2.45 amount is a statement of acct showing "b/18 belling error of \$3.45. When Jaclyn Hay, former Community 4Mgr. had my water uneter changed she said she would take Buy beil for the three months following the replaceme. average it out then compare it to my former bills and refund the defference. She said she had done it previously for other community Thembers in the just when she resigned I was informed by a lady filling en as mgs, that Suddle brook does not do that regardlass of what Jacken Hay said. If I know what the Thills should have been I would give you a total of what I am orised-

209 Sliver Peak Drive - San Iviarcos, IA 10000

(512) 396-8001

Statement of Account

November 2018

Docket 49060

Date Printed:

11/9/2018

Resident Code:

t5694282

Site:

289

Deborah Lowe 463 Bridlewood Dr. San Marcos, TX, 78666

Date	Description Balance as of 10/31/2018	}	Charges Pay	ments Balance \$ 618.01
11/01/2018	LPP Home Rental (11/2018)		641.00	1,259.01
11/01/2018	Resident Lawn Care (11/2018)	i,	No 340.00	1,299.01
11/01/2018	Base Rent (11/2018)	•	528.00	1,827.01
11/02/2018	billing error 8/18		-2.45	1,824.5€
11/05/2018	Chk# 800		-1,	169.00 655.5€
11/05/2018	Chk# 810			155.61, 499.95
11/06/2018	Late Charge	A STATE OF THE STA	55.00	554.95
[See		
	ore a les la		22.63	

Please be advised that your account is currently showing a balance due for rental charges. Your attention to this matter would be greatly appreciated. Your prompt response will eliminate any further action on your account.

1	Current	3	30 Days	60 Days	90+ Da	ays	Balance
\$	554.95	\$	0.00	\$ 0.00	\$ 0.	.00.	\$ 554.95

Jeh 38, 3018 DOCKET # 49060

Staff 1-3 security deposet back, and if not, what was the reason given for withholding the deposit ?

I was told by ashley (effice girl) after she checked with someone that I would get my full deposet hack within 30 deps when I called the second week of your 2019 It never came and I called again in Feb. 2019 and received a "Final Statement of Sec. Deposet acct. The foilowing week The home was cleaned and checked afterwards by

FINAL STATEMENT OF SECURITY DEPOSIT ACCOUNT

DEPOSIT A	ACCOUNT	-			ADD	RESS		
State of Texas		San M	arcos			TX	78666	
State of Texas		CITY			5	STATE	ZIP	
Deborah Lowe,	Bryanna Lowe			(512)	396-8001			02/13/2019
NA	ME		PHON	ΙE				DATE
463 Bridle	ewood Dr.				Hope S	Sanche	z	
	RESS				MANAGER	SIGNA	TURE	
San Marcos	TX	78666						
CITY	STATE	ZIP	LEASE	: IEK	M COMPLETED?	YE:	S <u>X</u>	NO
SITE NO. / Tenant Code	LEASE EXF	DATE	NOTIC	E TO	VACATE RECEIV	√ED?		
289 / t5694282	MTM	n.	YES	<u> X</u>	DATE: 10/31/2	2018	NO	
MONTHLY RENTAL RATE	DATE PAID T		PEAS	ON FO	OR VACATING:			
\$ 1,239.00 (1/bg)	11/30/2	018			ase Expiration/No	n-Rene	ewal	
MOVE IN DATE	MOVE OUT	DATE			•			110 V
11/29/2017	01/01/2	019	FWDIN	IG AD	DRESS RECEIV	ED?	1E2 _	NO <u>_X</u>
r V	DESCRIPTION			101	CREDITS	1	CI	HARGES
Dec.	018	77	31,20	18_				IAROLO
CREDITS	10				\$		\$	
SECURITY DEPOSIT CREDIT RENT CREDIT (DATE RERENT)	ED		١		65	9.00		
RESIDENT LAWN CARE		<i>)</i>		4	0.00			
LESS AD ILISTMENT CHA	DOES IE ADDI ICAD	1 E.						
LESS ADJUSTMENT CHARGES IF APPLICABLE: UNPAID RENT FROM 12/01/2018 TO 12/31/2018 LEGAL FEES Prorated RESIDENT LAWN CARE Sagree has to a company to the company of the company to the co				1810144 7		Lishe:	- 489.57	
		, ,	٨	MANAGENT IS	400	tata Carl	 79.15	
		exclosed	-)				~ 80.00	
LATE CHARGE - January WATER & SEWER							-85.00	
WATER & SEWER 1,	id water	* * * * * * *	n manga pagagagan s an					→ 136.24
		·						
		BALANG	E DUE RESID	ENT	\$	0.00		
		BALANC	OR OR E DUE PROPI	EDTV			\$	130.96
		L						
YOU MUST RESPOND TO THIS NO CLAIMED FOR DAMAGES.	TICE BY MAIL WITHIN	I 7 DAYS AF	TER RECEIPT	OF SAI	ME, OTHERWISE YO	OU WILL	. FORFEI	IT THE AMOUNT
PAYMENT DUE UPON RECE	<u>IPT</u>				MAIN OFFICE U	SE ONL	.Υ	
REMIT BALANCE OWED TO:				APPROVE	BY			
Attn: Loss Mitigation Dept.	Sun Communities, Inc							
27777 Franklin Road, Suite 20	00							
Southfield, MI 48034					DATE			
Reference #: SBK #289								



Saddlebrook

COMMUNITY NAME

289 Silver Peak Drive

Socret # 49060

Staff 1-2 you mention in your I.b. 17, 2019 letter that Sun / westion Soldle brook owe you ever more money than \$2.45 tow much do you claim they own you and for what reason?

Insuler - My Dills were as fallows: \$49.06, 93.64 144.13, 128.33, 160.1 47.77, 91.03, 222.63, 76.06, 155.61, 147.25. Drever had working sprinklers, never watered my yard, exty washed my car twice at home: yet there was a great varience and it seemed to show up when mobiles were moved in Gehend or on ceither bede of me. Coen if I try to average my Dils it still seems an average should be *7500 mo, and that's rounding up, you have a receipt from New Braunfels showing gallous uesed and it's nowhere hear what Jaddlebrook claims. a guesstimation would be that was over charged \$35000 in 2018. I had a leak in the masterbath shower that they were enformed of 31/2 mo, after move-in but no one ever fixed it

This Renewal Addendum (hereinafter referred to as "Addendum") is made and executed as of the 6th day of September 2018, by and between Deborah Lowe and Bryanna Lowe (hereinafter referred to as "TENANT"), who resides at 463 Bridlewood Dr., and Saddlebrook (hereinafter referred to as "LANDLORD"). The TENANT, by executing this Addendum, hereby agrees to renew the Manufactured Home Community Site Lease Agreement previously executed on 11/29/2017.

Current Monthly Charges	;	Renewal Monthly Charges	12 Month	+ 70 m x 18
Home Rent:	\$641.00	Home Rent (see Home Lease):		- Tall
Base Rent:	\$528.00	Base Rent:	\$528.00	1 × 00
Total Home Rent:	\$1,169.00	Total Home Rent:	\$1,239.00	hen wo.
Resident Lawn Care	\$45.00	Resident Lawn Care	\$45.0 0	
Total Current Charges	\$1,214.00	Total Renewal Charges	\$1,284.00 75	-
This Addendum shall renev	w the Site Lease Agree	ment at a rate of \$573.00 for a period of	4.359 5	31C
12 months comme	encing on 12/01/2018 a	and terminating on 11/30/2019.	354	Dec'18+

This Addendum is hereby incorporated into the Site Lease Agreement previously executed between the TENANT and LANDLORD. The prior terms of the Site Lease Agreement shall remain in full force and effect, unless expressly noted in this Addendum, or any other future Addendum executed between the TENANT and LANDLORD. In the case of any conflict between the provisions of this Addendum and the previously executed Site Lease Agreement, the provisions of this Addendum shall govern.

This Addendum, together with the Site Lease Agreement previously executed between TENANT and LANDLORD, contains the entire agreement between the parties and shall not be changed, modified, or discharged in whole or in part except by an agreement in writing signed by the TENANT and LANDLORD. Neither party has relied upon any representations, verbally expressed or implied, not contained in this Addendum or the Site Lease Agreement previously executed between the TENANT and LANDLORD. No assent on the part of LANDLORD, expressed or implied, to any breach of any one or more of the covenants of the Site Lease Agreement previously executed between the TENANT and LANDLORD hereof shall be deemed or taken to be a waiver of any succeeding or other breach or any continuation of such breach.

Execution of this Addendum shall not discharge any of TENANT'S duties, nor infringe upon any of LANDLORD's rights to pursue legal action, and/or any and all other remedies which are further articulated in the terms of the Site Lease Agreement previously executed between the parties, against the TENANT for any breach and/or default by the TENANT upon any terms of the Site Lease Agreement previously executed between the TENANT and LANDLORD.

Authorized Agent for LANDLORD	Date Signed	SOR
TENANT Signature	Date Signed	
TENANT Signature	Date Signed	

Feb 28, 3019 Docket # 49060

Drestion of your socurety deposit was withheld, did
Statt 1-4 Sien/Suddle brook give you are written
documentation that explained why? If so,
ynovide Staff a copy.

Just Ms Sauchez was given Sec 3018 rent on Dec, 3rd the Same day I always paid it because my social comes the 3rd. She also received the water but payment at the same time. I don't know where she got the \$850 late change the \$8000 lawn fee or the provated legation. - Why would use try to make someone vacate in 3 dys and for evect them for non payment af rent and windries when you were holding checks turned in just so you could say rent had not been paid. I was told the next deposit could only be used for damage to the rental - which there was no damage

DOCKET NO. 49060

COMMISSION STAFF'S FIRST REQUEST FOR INFORMATION TO DEBORAH LOWE QUESTION NOS. STAFF 1-1 THROUGH STAFF 1-4

- Staff 1-1 What amount of refund are you claiming, \$2.32 as you mention in your initial complaint, \$2.35 as you mention in your letter dated February 6, 2019 or \$2.45 as Sun/Saddlebrook claims and you mention in your February 17, 2019 letter?
- Staff 1-2 You mention in your February 17, 2019 letter that Sun/Saddlebrook owe you even more money than \$2.45. How much do you claim that they owe you and for what reason?
- Staff 1-3 When you moved out, did you receive your security deposit back, and if not, what was the reason given for withholding the deposit?
- Staff 1-4 If your security deposit was withheld, did Sun/Saddlebrook give you any written documentation that explained why? If so, provide Staff a copy.





VOLUNTARY TERMINATION OF TENANCY

Resident(s) Name: Letyra N Dryan Na Valle: 10-31-18
Address: 463 3-c = 2000 De Sin 7/ 18666 Lot #: 289
Lease Expiration Date: 11-30-18 Move-Out Date: 11-30-18
IN ACCORDANCE WITH SUN POLICIES AND/OR STATE REGULATIONS, PLEASE BE ADVISED THAT AN INSPECTION WILL BE CONDUCTED OF THE PROPERTY LEASED AFTER YOU VACATE. YOU WILL BE ADVISED OF ANY DAMAGES OR LOSS PURSUANT TO STATE STATUTES.
 We require notice through a full 50-day pay schedule, meaning if you give notice on or before the first of any given month, you will owe through the last day of the month, at least 30 days out. IE: if you give notice the 1st of July, you would owe through the 31st of July. If you give notice the 15th of July, you would owe through the 31st of July. We do not pro-rate rent if you move out prior to the end of a month. If you are in a current contract, this notice does not negate or lessen your liability to complete said contract. You are still fully responsible for all rent end utilities through the completion of your contract, or until a new resident takes possession of the site/home. It is not required that you be present for the move-out inspection; however, if you wish to be, you must make an appointmen with the Community Manager a minimum of 24 hours in advance. The move out inspection can only be performed after ALL items are removed from the home and ALL cleaning/repairs are complete. Any items remaining at the time of the inspection will result in a charge. The Manager is available for appointments Monday - Friday during normal business hour only. All home keys, gym keys, garage keys & remotes, mailbox keys, pool passes, etc. must be returned to the office by the move out date. Keys and passes not turned in will result in a charge of \$25 PER key/pass/etc. Garage door remotes are \$50 PER. You are required to provide us with a forwarding address. In the event you do not provide us with a temporary address (i.e. friends or family address) where your final statement can be sent. In the event you do not provide an address, your final statement & any applicable security deposit refund will be sent to the last known address we have on file. Be aware that a final water bill will be forwarded to you along with any other balance on your account (if applicable). In the event you have a security deposit on your account, all unpaid balances will be deducted from th
Forwarding:
Cell Phone # 480 189 1715 Let this serve as our (my) NOTICE TO VACATE the above named premises on the above date indicated. RESIDENT Note: This form is not valid until signed by Community Manager Date Received:
Community Manager
This resident is responsible for rent illities/fees through (date): or until all keys are returned if after this date. Note: we so not pro-rate rent for partial months for move outs.

IVIOVE OUL GALE FOR LOL #209 / MEQUIFEG 30 GAY NOTICE

From: debbi lowe (iilow56@yahoo.com)

To: hsanchez@suncommunities.com

Date: Thursday, November 29, 2018, 4:04 PM CST

COPY

Dear Hope / Sun Communities;

My move out date has been moved to December 31, 2018 as my home that is being built is not quite finished yet, and the tentative move out date of November 30, 2018 must be changed to the DEcember 31, 2018 date.

Consider this your legal notice of vacating since you did not have a "Sun Communities" intent to vacate form " when I last spoke to you.

Respectfully,

Deborah A. Lowe/ Bryanna S. Lowe 463 Bridlewood Dr. San Marcos, Texas 78666

· De cret 60

NOTICE TO VACATE FOR Non - Payment of Rent and Other sums

Date:

Docketo

Saddlebrook 289 Silver Peak Drive San Marcos, TX 78666 Phone: (512) 396-8001

COPY

Deborah Lowe, Bryanna Lowe and all other occupants 463 Bridlewood Dr. Site #289 San Marcos, TX 78666

RE: Notice to vacate for Non-Payment of Rent between Residents named above and Saddlebrook leased on 11/29/2017

December 6, 2018

Dear Resident(s):

This letter is legal notification that you must remit all funds currently due of \$1,948.57 under your lease agreement within 3 days or visit our office to arrange mutually agreed upon payment arrangements within 3 days.

This payment arrangement must be in writing and approved by Management.

If you fail to do so, this letter provides a Three (3) day notice to vacate the dwelling and your rights of occupancy and possession are hereby terminated under the provisions of your lease.

If conditions in paragraph 1 above are not met, you are hereby given notice to vacate the dwelling on or before midnight, the 06th day of December, 2018, which is at least three days from the delivery of this notice to you or your dwelling unit. Your failure to move out by then will result in appropriate legal action before the Justice of the Peace, and you will be held responsible for attorney's fees. Delay or postponement of such action shall not constitute waiver.

Signature of Owner's Representative

Date Notice was Hand-Delivered to Resident

Docket 19060

COCPUX

Lot #289

12-20-18

RE: Cause # F18-193J12

Sear Honorable Judge Moreno:

Since most of my money goes toward raising two of my grandchildren I cannot afford to appear in repour court with any legal coursel so I am sende copies of my side of the complaint.

The former manager gave me permission to have my own yard taken care of so I do not feel I owe for any "forced now" charge; I was told the Sun Holdings people do not lesten to hear-way. That is what I was also told by the corp. rep "MJ" about the enclosed letter I sent to Corp. in Michegan. I expected someone to contact me, and To see the problems with the home and then discus a jessible resolution. What I got was a meeting where all I heard about was there were people waiting for her (MI) att when fest and as far as my letter she does not I did not believe hear-say and then I was told if there was not mold causing the main problem is my grand daughter heatth, I would be paying for the inspection; and the meeting was ended so she (MT) could Docie 19010C CAUSE NO. F18-193J12



SADDLEBROOK

VS.

TO:

DEBORAH LOWE BRYANNA LOWE

> Deborah Lowe 463 Bridlewood Drive San Marcos TX 78666

IN THE JUSTICE COURT JUSTICE OF THE PEACE PRECINCT 1, PLACE 2 HAYS COUNTY, TEXAS

THE STATE OF TEXAS CITATION - EVICTION

YOU ARE HEREBY COMMANDED TO APPEAR before me Magge: H. Moreno, Justice of the Peace, Precinct 1, Place 2, Hays County, Texas at 712 South Stagecoach Trail, Ste 2235 San Marcos TX 78666. (512) 393-7636 on January 03, 2019 at 1:30 PM then and there to appear for trial on the petition of Plaintiff, filed on 12/11/2018 complaining of Deborah Lowe; Bryanna Lowe defendant(s), in the action of EVICTION concerning the premises located at

463 Bridlewood Drive San Marcos, TX 78666

Plaintiff also sucs for \$1,948.57 in unpaid rent, \$213.00 costs, possession of property and for such other relief to which Plaintiff may be entitled

A tenant who is serving on active military duty may have special rights or relief to this suit under federal law, including the service members civil relief act (50u.s.c. app. Section 501 et se.) Or state law, including section 92.017, Texas property code.

THE LAW PROHIBITS THE JUDGE AND THE CLERKS FROM GIVING LEGAL ADVICE, SO PLEASE DO NOT SEEK SUCH ADVICE FROM THIS OFFICE. ANY LEGAL QUESTIONS YOU HAVE SHOULD BE DIRECTED TO AN ATTORNEY.

THIS SUIT TO EVICT INVOLVES IMMEDIATE DEADLINES. CALL THE STATE BAR OF TEXAS TOLL-FREE AT 1-8779TEXBAR IF YOU NEED HELP LOCATING AN ATTORNEY. IF YOU CANNOT AFFORD TO HIRE AN ATTORNEY, YOU MAY BE ELIBIGLE FOR FREE OR LOW-COST LEGAL ASSISTANCE.

ESTA DEMANDA DE DESALOJO CONTIENE PLAZOS INMEDIATOS. LLAME A LA BARRA DEL ESTADO DE TEXAS AL NUMERO GRATITUO AL 1-877-9TEXBAR SI NECESITA AYUDA EN LOCALIZAR UN ABOGADO. SI USTED NO PUEDE CONTRATAR O DISPONER DE SU PROPIO ABOGADO, PODRIA SER ELIGIBLE PARA ASISTENSIA LEGAL, GRATIS O A BAJO COSTO.

ISSUED AND GIVEN UNDER MY HAND on this the 12th day of December, 2018. Requested By. Saddlebrook

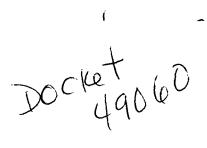
289 Silver Peak Drive San Marcos, Texas 78666

MAGGIE H. MORENO

JUSTICE OF THE PEACE PRECINCT 1, PLACE 2 HAYS COUNTY, TEXAS

Maggn He Worens

OFFICER'S RETURN Came to hand on the 12 day of **December** A.D. 2018. at 2:45 o'clock P.M and executed on the ____ day of _____ A.D. 201____, at _____o'clock ___M. by delivering to ______ ____. Defendant a true copy of this citation in . in person, a person over the age of sixteen (16) years at the usual person, or by delivering to place of abode of Defendant, or by Rule 510.4 (c). FEES Serving one copy \$ Sheriff/Constable. Pct /





MAGGIE H. MORENO

JUSTICE OF THE PEACE, PRECINCT 1, PLACE 2
712 S. STAGECOACH TRAIL, SUITE 2235, SAN MARCOS, TEXAS 78666
512-393-7636

No. F₁8-193J12

SADDLEBROOK	§	IN THE JUSTICE COURT
	§	
VS	Ş	PRECINCT 1, PLACE 2
	§	
DEBORAH LOWE; BRYANNA LOWE	§	HAYS COUNTY, TEXAS

December 12, 2018

Deborah Lowe 463 Bridlewood Drive San Marcos TX 78666

This letter is to notify you that the above mentioned case has been set for Trial By Judge on January 03, 2019 at 1:30 PM, in Courtroom #4, which is located at 712 S. Stagecoach Trail, Suite 2235, San Marcos, Texas 78666.

If you are the PLAINTIFF in this case, please have all documents, witnesses, evidence, etc. with you at the time and date of the hearing to present to the Court to support your claim. Your non-appearance could result in dismissal of the suit.

If you are the DEFENDANT in this case, please have all documents, witnesses, etc. with you at the time and date of the hearing to present to the Court in defense of the charge filed against you. Your non-appearance could result in a default judgment being entered against you.

If neither party to the suit appears, the suit will be dismissed for want of prosecution.

All motions for continuance need to be filed in the court 2 days before trial, giving the Court ample opportunity to consider motions.

If this is settled out of Court, please notify our office at (512)393-7636.

This is a formal hearing and PROPER ATTIRE IS REQUIRED. No shorts or tank tops allowed.

Sylvia Morales
Clerk of the Court

lua Morales

Docket 49060

PETITION FOR EVICTION

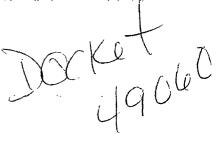
CASE NUMBER: $58-193$	J12	IN THE JU	
•		PRECIN O HAPA-CO	FOLL POOR 2
PLAINTIFF'S NAME Saddlebrook DOB / / DI.#/ ADDRESS 289 Silver Peak Drive	fD#	PH#(512)	VCT - PLAGE 2
CITY San Marcos (AGENT/ATTORNEY, IF APPLICA ADDRESS	ABLE)	71P <u> 78666</u>	AS
CITY	STATE	ZIP	
DEFENDANT'S NAME DOUGLE	10# 190123 1010 LOW 10# 34341	3011 591e	
2. The owner/landlord of the press 3. The fenant of the premise is 1 premises on or about	ossession of the premises a property located rise is Sun C Sun C Fried on active duty, and it is on active duty, attended the Defendent the premises through (C) to a sufferance of the payable of the premises through the of par month, and is payable trilandlord should regain the payable of the payable	originating tobalishes the originating the originating the Saddleb 2017, and still maintains to a service Defendant is in the militalism in the county where the check one) — of a written where that of the original day of each possession of the premises	ice member on active duty. at y service on active duty. a premises are located. a lease; — an oral ach month. because: — non-payment
system or daugetous animal t on the opside of the main entr	he following manner. () coury door; I'd the diversity that prevented the landion, y toor, and the notice was	entified mail; or regular lling has no mailbox and a l from entering the premise s affixed securely on the on	mail; in delivery in person; keyless bolting device, alarm s to leave the notice to vacate tside of the main entry door.
10 Owner/landlord seeks to regate amount of \$ \frac{1}{2} \frac{1}	lus all rents accuring throt my other motions & pleas	ngh the date of judgment: lings at email	dicourt costs;
false statement is a violation of Fedor	ral Law and is subject to	both five and imprisonm	ent. Lyppinula
SWORN TO AND SUBSCRIBED be and scal of office.	efore me this day o	Court Clerk/Notes	certify which without iny ham

Fw: \$45 lawn care @ 463 Bridlewood Drive, San Marcos, Tx, 78666

From: debbi lowe (iilow56@yahoo.com)

To: hsanchez@suncommunities.com

Date: Thursday, October 11, 2018, 3:56 PM CDT



--- Forwarded Message -----

From: debbi lowe <iilow56@yahoo.com>

To: jhay@suncommunities.com < jhay@suncommunities.com >

Sent: Monday, June 11, 2018, 10:50:18 AM CDT

Subject: \$45 lawn care @ 463 Bridlewood Drive, San Marcos, Tx, 78666

Dear Jaclyn;

As of today, 06/11/18 I want my lawn care discontinued at the above address. The company that has been doing it leaves a terrible mess that I must clean up and does not take care of the weeds.

My son and grandson will be coming out every Sunday to mow, edge, spray weeds and get rid of the clippings.

I will adjust the rent amount to \$1,169.00 as of July 1, 2018.

Thanks,

Deborah Lowe 463 Bridlewood Drive San Marcos, TX 78666





No. F18-193J12

VS.

IN THE JUSTICE COURT JUSTICE OF THE PEACE PRECINCT 1, PLACE 2

DEBORAH LOWE BRYANNA LOWE

SADDLFBROOK

HAYS COUNTY, TX

ORDER OF DISMISSAL

On this date came to be heard the motion to dismiss the above-entitled and numbered cause for the following reason(s):

- (X) Plaintiff no longer intends to prosecute this case.
- () Plaintiff and Defendant have reached an agreement regarding the matters in controversy.
- () Plaintiff's motion to dismiss with/without prejudice is approved.
- () Plaintiff and Defendant failed to appear at trial/drop docket hearing.

() Other:	
------------	--

It appears to the Court that the reason(s) stated are good and sufficient to authorize such dismissal.

IT IS. THEREFORE, ORDERED that the above reference action be and it is hereby DISMISSED WITHOUT PREJUDICE to Plaintiff's right to refile same, that it is removed from the Docket of the Court, and that all costs of Court expended in this cause are adjudged against the party by whom incurred.

SIGNED on this the 3rd day of January, 2019.



Justice of the Peace Precinct 1, Place 2

Magazi H. Morens

Havs County, Texas