

4. Only after Brett Detamore faked his disappearance did Plaintiffs begin to uncover the deceit and fraud committed by Defendants.

II. DISCOVERY LEVEL

5. Discovery should be conducted in accordance with a Level 3 tailored discovery control plan under Rule 190.4 of the Texas Rules of Civil Procedure.

III. JURISDICTION AND VENUE

6. Plaintiffs seek monetary relief of over \$1,000,000, including damages, penalties, costs, expenses, pre-and post-judgment interest, attorney fees, and non-monetary relief. The relief sought by Plaintiffs is within the jurisdiction of this Court.

7. The Court has subject matter jurisdiction to hear this matter because the amount in controversy exceeds the jurisdictional minimum of this Court.

8. This Court has personal jurisdiction over Defendant Brett Detamore because he is a resident of Texas, and Plaintiffs' claims against him arise directly from his contacts with and activities in this state.

9. This Court has personal jurisdiction over Defendant Detamore Development, LLC because it is a Texas limited liability company headquartered in this state.

10. Venue is proper in Harris County, Texas, because Harris County, Texas, is where a substantial part of the events or omissions giving rise to this suit occurred. TEX. CIV. PRAC. & REM. CODE §§ 15.002 & 15.005.

IV. PARTIES AND SERVICE

11. Plaintiff Zaffer Syed is an individual residing in Harris County, Texas.

12. Plaintiff 2807 Amherst, LLC is a Texas limited liability company doing business in Harris County, Texas.

13. Plaintiff 4618 Verone LLC is a Texas limited liability company doing business in Harris County, Texas.

14. Defendant Brett Detamore is an individual and, based on information and belief, is currently residing in Houston, Texas, and can be served at [REDACTED], Houston, Texas 77024, or alternatively, [REDACTED] Hockley, Texas 77447.

15. Defendant Detamore Development, LLC is a Texas limited liability company formed in December 2016 with a registered address at [REDACTED], Houston, Texas 77096. Brett Detamore is its registered agent for service of process and can be served at [REDACTED], Hockley, Texas 77447.

V. FACTUAL BACKGROUND

16. Defendants presented themselves as experienced, reputable home builders. Detamore Development, LLC was formed in December 2016.

17. Defendants sought out investors for home projects and solicited Plaintiffs as part of their scheme. Plaintiffs entered into an agreement with Defendants to develop and construct the Homes.

18. As part of the interim financing for the construction of the new homes, Detamore would take out periodic money draws that were supposed to be used for construction and materials for the Homes.

A. The Scheme

19. In reality, Defendants misappropriated and stole much of the cash that was supposed to be used to complete the construction of the Homes.

20. Defendants carried out the scheme by falsifying and creating fake invoices and pictures that were submitted to the financing bank to support interim draws.

21. Rather than use the funds for the Homes, the stolen funds were used to support Brett Detamore's lavish lifestyle.

22. Brett Detamore's lavish lifestyle included attending major sporting events, including the Super Bowl, World Series games, meet and greets with athletes, and other high-dollar events. Brett Detamore jet-setted around and stayed in luxurious hotels and resorts. Additionally, he bought and drove an expensive Dodge Ram TRX truck, Cadillac Escalade, and had a second home in Galveston worth over one million dollars.



23. Brett Detamore even had a license plate on the family’s Cadillac Escalade, “HIDEIT,” showing that he flaunted his ability to defraud innocent victims:



B. THE SCHEME IS BURNED TO THE GROUND

24. On June 21, 2023, Brett Detamore left his house at 4:20 a.m. and started a charade of faking his disappearance.

25. After leaving his house, he apparently drove about 20 miles to Bear Creek Pioneers Park and set his Dodge Ram TRX truck worth around \$100,000 on fire as part of his “disappearance.” His burning truck was found about two hours after he left his home.



26. Brett Detamore then disappeared, abandoning his responsibility for constructing the Homes.

27. After Brett was reported missing, Harris County's valuable resources were used in the search for Detamore, including West University Police Department ("WUPD"), Houston Police Department, Harris County Constable precincts 1 and 5, Texas EquuSearch volunteers, and at least ten digital billboards provided by Clear Channel Outdoors. WUPD Chief Ken Walker admitted that the investigation and search occurred in blazing heat and cost "a lot."

28. On June 26, 2023, Brett Detamore was located at a San Antonio bus stop. His scheme was "burned down" and exposed.

VI. CAUSES OF ACTION

COUNT 1 BREACH OF CONTRACT

29. The failure of Defendants to fulfill their obligations under the agreement between the parties constitutes a breach of contract with Plaintiffs. Plaintiffs had a valid and enforceable contract with Defendants. Plaintiffs are the proper party to sue for breach of contract. Plaintiffs performed under the contract. Defendants have breached and continue to breach the contract with Plaintiffs. Plaintiffs have suffered and will continue to suffer damages.

30. As a proximate result of Defendants' breach of their contractual agreements. Plaintiffs have suffered substantial damages for which Plaintiffs seek a judgment.

31. Defendants' acts have been the producing and proximate causes of Plaintiffs' damages in excess of the minimum jurisdictional limits of this Court.

32. Plaintiffs are entitled to reasonable and necessary attorneys' fees pursuant to Tex. Civ. Prac. & Rem. Code section 38.001(8).

COUNT 2 FRAUD

33. Defendants made material misrepresentations to Plaintiffs. Defendants knew the representations were false or made them recklessly as a positive assertion without knowing their truth. Defendants made the misrepresentations with the intent that Plaintiffs act on them. Plaintiffs relied on the misrepresentations to their detriment. The misrepresentations caused Plaintiffs' injuries.

34. Defendants concealed from or failed to disclose certain facts to Plaintiffs. Defendants had a duty to disclose the facts to Plaintiffs. The facts were material. Defendants knew that Plaintiffs were ignorant of the facts and did not have an equal opportunity to discover the facts.

35. Defendants were deliberately silent when they had a duty to speak. By failing to disclose the facts, Defendants intended to induce Plaintiffs to act or refrain from acting.

36. Plaintiffs relied on Defendants' nondisclosures. Plaintiffs were injured due to acting without the knowledge of the undisclosed facts.

37. Defendants misrepresented facts to third parties. The facts were material. Defendants knew that the third parties were ignorant of the facts. Defendants intended to induce the third parties to take some action or refrain from acting by misrepresenting the facts. The third parties were induced and acted or refrained from acting. Plaintiffs were injured as a result of such actions and inaction.

COUNT 3
STATUTORY FRAUD IN A REAL ESTATE AND STOCK TRANSACTION

38. Plaintiffs incorporate the above paragraphs as if set forth herein in their entirety.

39. This claim is brought on behalf of all Plaintiffs pursuant to Texas Business & Commerce Code § 27.01. Defendants engaged in false representations of past or existing material facts to induce Plaintiffs to enter a contract, and these false representations were relied upon by Plaintiffs. Such false representations were made knowingly or with conscious and reckless disregard for the truth of such assertions. Defendants are liable for exemplary damages under Section 27.01(c).

40. Defendants entered into a conspiracy, common enterprise, and common course of conduct and pursued such to fraudulently induce Plaintiffs to enter into a contract. Each Defendant was a necessary, active, and substantial participant in the conspiracy, common enterprise, and common course of conduct alleged herein.

41. Defendants aided and abetted, and rendered substantial assistance in the fraudulent

inducement to enter into a contract. Defendants furthered the fraudulent inducement by setting up and establishing the fraudulent scheme and engaging in conduct to conceal the fraudulent conduct from the Plaintiffs. Defendants' conduct was done knowingly or with such conscious disregard as to constitute fraud upon the Plaintiffs.

COUNT 4
CONSPIRACY

42. Plaintiffs incorporate the above paragraphs as if set forth herein in their entirety.
43. Defendants entered into a conspiracy, common enterprise, and common course of conduct and pursued such so to both allow and participate in the fraudulent conduct, torts, and malfeasance complained of in this petition.

COUNT 5
CONVERSION

44. Plaintiff incorporates the above paragraphs as if set forth herein in their entirety.
45. Defendants knowingly converted the funds of Plaintiffs. Plaintiffs opened a construction loan to finance the construction of the Homes. Defendants drew funds from this loan. Defendants commingled the funds and converted the funds to their private use and for their private benefit. Plaintiffs have been wrongfully denied the immediate possession of the funds. Defendants engaged in an unauthorized and wrongful exercise of control over Plaintiffs assets in a manner that was inconsistent with their rights and in violation of the duties owed to Plaintiffs.

COUNT 6
CIVIL THEFT

46. Plaintiffs incorporate the above paragraphs as if set forth herein in their entirety.

47. Defendants committed civil theft, violating Chapter 134 of the Texas Civil Practice and Remedies Code by unlawfully appropriating property described by the Texas Penal Code.
48. As a result of the unlawful conduct of Defendants, Plaintiffs are entitled to recover damages pursuant to Section 134.005 of the Texas Civil Practices and Remedies Code as well as reasonable and necessary attorney's fees and court costs.

COUNT 7
NEGLIGENT MISREPRESENTATION

49. Plaintiffs incorporate the above paragraphs as if set forth herein in their entirety.
50. Defendants actively participated in negligently misrepresenting material facts and negligently omitting material facts related to the construction of the Homes complained of herein.

COUNT 8
UNJUST ENRICHMENT

51. Plaintiffs incorporate the above paragraphs as if set forth herein in their entirety.
52. Defendants, by and through their tortious conduct, have been unjustly enriched and should be disgorged of all monies received from Plaintiffs or that were drawn on the loan established to finish construction of the Homes.

COUNT 9
SECURING EXECUTION OF A DOCUMENT BY DECEPTION

53. Plaintiffs incorporate the above paragraphs as if set forth herein in their entirety.
54. Defendants, with intent to defraud or harm Plaintiffs, by deception, caused the signature and execution of documents affecting the property and the pecuniary interest of Plaintiffs. Furthermore, the value of the property and pecuniary interest of Plaintiffs was in excess of Two-Hundred Thousand Dollars (\$200,000).

55. Defendants entered into a conspiracy, common enterprise, and common course of conduct. They pursued such to both allow and participate in the deception, with intent to defraud or harm Plaintiffs, causing the signature and execution of documents affecting the property and the pecuniary interest of Plaintiffs. Each Defendant was a necessary, active, and substantial participant in the conspiracy, common enterprise, and common course of conduct alleged herein.
56. Defendants aided and abetted, and rendered substantial assistance in the deception, with intent to defraud or harm Plaintiffs, causing the signature and execution of documents affecting the property and the pecuniary interest of Plaintiffs. Defendants knew or should have known that conduct surrounding the scheme was criminal or fraudulent and that they were assisting in the deception and the securing of execution of documents by deception. Defendants furthered the deception by setting up and establishing the fraudulent scheme, providing false and misleading advertising and promotional materials, approving false and misleading seminar and talk show formats, and engaging in conduct to conceal the fraudulent conduct from the investors, regulatory agencies, and the public. Defendants conduct was done knowingly.

COUNT 10
MISAPPLICATION OF FIDUCIARY PROPERTY

57. Plaintiffs incorporate the above paragraphs as if set forth herein in their entirety.
58. Defendants intentionally, knowingly, or recklessly misapplied property, which they held as a fiduciary in a manner that involved a substantial risk of loss to the Plaintiffs and the persons for whose benefit the property was held.

59. Defendants entered into a conspiracy, common enterprise, and common course of conduct. They pursued such to both allow and participate in the intentional, knowing, and reckless misapplication of property that was held by a fiduciary in a manner that involved substantial risk of loss to the Plaintiffs and to the persons for whose benefit the property was held. Each Defendant was a necessary, active, and substantial participant in the conspiracy, common enterprise, and common course of conduct alleged herein.
60. Defendants aided and abetted, and rendered a substantial assistance in the misapplication of property that was held by a fiduciary in a manner that involved a substantial risk of loss to the Plaintiffs and to the persons for whose benefit the property was held. Defendants knew or should have known that conduct surrounding the scheme was criminal or fraudulent and that they were assisting in the furtherance of the misapplication of property held by a fiduciary in a manner that involved a substantial risk of loss to the Plaintiffs and the persons for whose benefit the property was held. Defendants conduct was done knowingly.

VII. ALTERNATIVE PLEADINGS

61. The foregoing facts and theories are pleaded cumulatively and alternatively, with no election or waiver of rights or remedies.

VIII. ATTORNEY'S FEES

62. Plaintiffs are entitled to recover attorneys' fees incurred in this matter pursuant to Sections 21.222 and 21.561 of the Texas Business Organizations Code.

IX. JURY DEMAND

63. Plaintiffs hereby request a jury trial and tender the appropriate jury fee in conjunction with filing this Original Petition.

X. CONDITIONS PRECEDENT

64. Plaintiffs plead that all conditions precedent to the relief requested have been satisfied, waived, excused, and are deemed as a matter of law to have been satisfied.

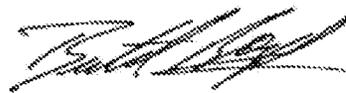
65. Plaintiffs respectfully pray that Defendants be cited to appear and answer herein and that the Court:

- (i) compensatory, actual, consequential, restitutionary, and disgorgement damages,
- (ii) exemplary damages,
- (iii) pre-judgment interest,
- (iv) post-judgment interest,
- (v) reasonable and necessary attorneys' fees and costs, and
- (vi) any other relief to which Plaintiffs may show themselves justly entitled.

Dated: October 4, 2023

Respectfully submitted,

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