

Cause No.: DC-25-19750

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| <p>RAMON LUIS MARTINEZ SOTO, Plaintiff,</p> <p>v.</p> <p>KCAP EMERALD RIDGE, LLC KEYCITY CAPITAL, LLC, Defendants.</p> | <p style="text-align: right;">160th</p> <p>IN THE _____</p> <p>DISTRICT COURT OF</p> <p>DALLAS COUNTY, TEXAS</p> |
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PLAINTIFF’S ORIGINAL PETITION FOR BREACH OF CONTRACT

TO THE HONORABLE COURT:

COMES NOW the Plaintiff, Ramon Luis Martinez Soto, and for his cause of action against the Defendants states as follows:

PARTIES

1. Plaintiff Ramon Luis Martinez Soto is a resident of Shelby County, Tennessee.
2. KCAP Emerald Ridge, LLC, is a limited liability company formed in the state of Delaware. Its corporate address is 1211 South White Chapel Blvd, Southlake, Texas, 76092-9338, and it may be served with process there.
3. KeyCity Capital, LLC is a Wyoming limited liability company located at 1211 South White Chapel Blvd, Southlake, Texas, 76092-9338, where it may be served with process. It may also be served with process through its registered agent, Roxana Mosley, 1209 S. White Chapel Boulevard, Suite 180, Southlake, Texas 76092.

JURISDICTION AND VENUE

4. The cause of action stated herein arises under the statutes and laws of the State of Texas. Specifically, the Promissory Note, which is the subject of this Petition, provides that the Note “shall be deemed to be entered into in the State of Texas”

5. This Court is the proper venue for this action. Specifically, the Promissory Note, which is the subject of this Petition, provides that any action related to the Note “shall be brought in Dallas County, Texas.”

BREACH OF CONTRACT

6. Defendant KCAP Emerald Ridge, LLC was a defendant in a lawsuit brought by Plaintiff in the Circuit Court of Shelby County, Tennessee, for the Thirtieth Judicial District at Memphis, No. CT-2147-23 (“State Lawsuit”).

7. Defendant KeyCity Capital, LLC was a defendant in a lawsuit brought by Plaintiff in the United States District Court for the Western District of Tennessee, No. 2:24-cv-02079 (“Federal Lawsuit”).

8. On May 8, 2024, Defendants executed a Promissory Note whereby Defendants promised to pay Plaintiff One Million Two Hundred Ninety-Seven Thousand Nine Hundred Forty-One and 73/100 Dollars (\$1,297,941.73). A copy of the Promissory Note is attached hereto as **Exhibit A**.

9. Pursuant to a settlement agreement by and between Plaintiff and Defendants, Plaintiff agreed to dismiss the State Lawsuit and Federal Lawsuit with prejudice as to the Defendants.

10. Pursuant to the settlement, Defendants agreed to be co-makers of the Promissory Note attached hereto as Exhibit A.

11. Defendants agreed to pay one hundred nineteen (119) monthly payments of Ten Thousand Eight Hundred Sixteen and 18/100 Dollars (\$10,816.18) each, the first payment due on June 15, 2024, and thereafter due on the 15th of each succeeding month, and a final payment in the amount of Ten Thousand Eight Hundred Sixteen and 31/100 Dollars (\$10,816.31) due on May 15, 2034 (the “Final Maturity Date”).

12. If any payment was not made on the date when due, Defendants had thirty (30) days thereafter to make such payment.

13. If any payment is not made when due or within thirty (30) days following such due date, Plaintiff has the right to accelerate the Final Maturity Date and declare the outstanding balance on the promissory note to be immediately due and collectible following written notice to Defendants.

14. Defendants did not make a payment to Plaintiff on August 15, 2025.

15. Defendants failed to make a payment to Plaintiff within thirty (30) days from August 15, 2025.

16. Defendants did not make a payment to Plaintiff on September 15, 2025.

17. On September 18, 2025, Plaintiff, through counsel, notified Defendants of their default under the terms of the Promissory Note and the acceleration of the remaining note balance.

See the notification attached hereto as **Exhibit B**.

18. Defendants have defaulted on their obligations under the terms of the Promissory Note.

19. The outstanding balance of the Promissory Note has been accelerated and is immediately due and collectible.

20. As of the filing of this lawsuit, Defendants owe Plaintiff **\$1,146,515.21** plus attorney's fees, expenses, and interest.


PRAYER FOR RELIEF

WHEREFORE, PREMISES CONSIDERED, PLAINTIFF PRAYS:

1. That the Defendants be required to answer this Complaint.
2. That Plaintiff be granted a judgment against Defendants in the amount of **\$1,146,515.21**.
3. That Plaintiff be awarded pre-judgment interest, post-judgment interest, and reasonable attorneys' fees as permitted by law; and,
4. That Plaintiff be granted such other and further relief, both specific and general, as this Court deems just and proper under the premises.

Respectfully Submitted,

PATTERSON BRAY, PLLC
Counsel for Plaintiff



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