

25-13261-431  
**CAUSE NO.**

## **PLAINTIFFS' ORIGINAL PETITION**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW the Plaintiffs, ABACUS HOLDINGS GROUP, LLC, files this *Plaintiff's Original Petition* against UTAH BUILT, LLC and DAVID HEIL aka DAVE HEIL aka DAVID J HEIL, and for cause of action would respectfully show the Court the following:

## I. DISCOVERY CONTROL LEVEL

1. Discovery is intended to be conducted under Discovery Control Plan Level 2 as set forth in the Texas Rules of Civil Procedure.

## II. PARTIES

2. Plaintiff, ABACUS HOLDINGS GROUP, LLC (hereinafter “**Abacus**” and “Plaintiff”), is a Limited Liability Company organized under the laws of Texas with a registered address of 131 Red Oak Ln, Flower Mound, TX 75028.
3. Defendant, UTAH BUILT, LLC, (hereinafter “**UTAH BUILT**”) is a foreign limited liability company based in Utah with its registered address located at 690 Industrial Rd., Cedar City, UT 84721, UTAH BUILT may be served with process by serving the registered agent of said



company, DHV Ventures LLC, 690 W Industrial Rd., Cedar City, UT 84721, its registered office, or wherever it may be found. Service of this Defendant as described above can be effected by personal delivery.

4. Defendant, DAVID HEIL aka DAVE HEIL aka DAVID J HEIL (hereinafter "Heil"), an individual who is a resident of Hennepin County, Minnesota, may be served with process at 190 Gleason Lake Rd., Wayzata , MN 55391, or wherever he may be found. Service of the Defendant as described above can be effected by personal delivery.
5. Utah Built and Heil will be cumulatively referenced hereinafter as "Defendants."

### **III. JURISDICTION & VENUE**

6. The subject matter in controversy is within the jurisdictional limits of this court. TEX. R. CIV. P. 47(b).
7. Pursuant to TEX. R. CIV. P. 47(c), Plaintiff seeks only monetary relief over \$250,000 but not more than \$1,000,000.
8. Plaintiff demands judgment for all the other relief to which the party deems itself entitled.
9. The Court has personal jurisdiction over the Defendants under TEXAS CIVIL PRACTICE AND REMEDIES CODE § 17.042(1).
10. Venue is proper in Denton County, Texas pursuant to the terms of the parties' agreement.

### **IV. FACTUAL BACKGROUND**

11. On or about November 5, 2024, Utah Built signed a Promissory Note, which was dated November 1, 2024, whereby Plaintiff would release all interest and ownership in Utah Built, LLC upon Utah Built's payment of \$600,000.00 on or before November 1, 2025.
12. This payment consisted of a principal amount of \$570,000.00 and interest of \$30,000.00, which

was calculated by applying a 5.26% annual interest rate over the course of the Promissory Note's 12 month term. The Promissory Note also set an Annual Interest Rate on any Matured, Unpaid Amounts at Ten Percent (10%).

13. As part of the same Promissory Note, Heil signed a Personal Guaranty, whereby he "absolutely, irrevocably, and unconditionally guarantee payment of this note according to its terms to the same extent as if I were Borrower on this note dated November 1, 2024, in the principal amount of \$570,000.00"
14. The Promissory Note stated that "A default exists under this note if (1) Borrower defaults in the payment of this note..."
15. Plaintiff was ready, willing, and able to release all interest in Utah Built upon Utah Built's payment due on November 1, 2025. Plaintiff remains ready, willing, and able to release all interest in Utah Built as of the date of this filing.
16. Despite Plaintiff's willingness to perform, Plaintiff's performance was excused due to Defendants' breaching their obligation of payment.
17. As of the date of this lawsuit Utah Built has failed to pay the agreed upon \$600,000.00.
18. As of the date of this lawsuit Heil has failed to honor the Personal Guaranty's requirement to guarantee payment of the note.
19. No undue hardship or impracticability bars equitable enforcement and the balance of any hardship favors the Plaintiff.

## V. CAUSE OF ACTION

### A. BREACH OF CONTRACT (AGAINST UTAH BUILT)

20. Plaintiff refers to, re-alleges, and incorporates all factual and legal contentions set forth in this

*Plaintiff's Original Petition* as if they were fully set forth herein.

21. Plaintiff would show that the foregoing allegations constitute breach of contract and said breach

has caused Plaintiff damages as a direct, proximate, producing cause and responsibility thereof in an amount in excess of the minimum jurisdictional limits of this Court.

22. Plaintiff would further show that:

- a. There is a valid, enforceable contract;
- b. Plaintiff is the proper party to sue for breach of the contract;
- c. Plaintiff performed or tendered performance of their contractual obligations;
- d. Defendant Utah Built breached the contract; and
- e. Defendant Utah Built's breach has caused the Plaintiff's injury.

23. As of the date of this Petition, the total amount due and owing under the Promissory Note is

\$609,040.90, which consists of:

- a. Principal totaling \$570,000.00;
- b. Pre-default interest totaling \$30,000.00; and
- c. Accrued interest from November 1, 2025 through December 26, 2025 totaling \$9,040.90.

24. As an alternative to damages under the Agreement, Plaintiff requests specific performance of

Utah Built's obligations under the Agreement, specifically, the payment of the \$600,000.00 plus interest that has accrued from November 1, 2025 through December 26, 2025, for a total of \$609,040.90.

#### **B. BREACH OF GUARANTY (AGAINST HEIL)**

25. Plaintiff refers to, re-alleges, and incorporates all factual and legal contentions set forth in this

*Plaintiff's Original Petition* as if they were fully set forth herein.

26. Despite Utah Built's default, Heil has failed to pay Plaintiff the amounts owed by Utah Built under the terms of the Promissory Note and Personal Guaranty.

27. As of the date of this Petition, the total amount due and owing under the Promissory Note is \$609,040.90, which consists of:

- a. Principal totaling \$570,000.00;
- b. Pre-default interest totaling \$30,000.00; and
- c. Accrued interest from November 1, 2025 through December 26, 2025 totaling \$9,040.90.

28. As an alternative to damages under the Agreement, Plaintiff requests specific performance of Utah Built's obligations under the Agreement, specifically, the payment of the \$600,000.00 plus interest that has accrued from November 1, 2025 through December 26, 2025, for a total of \$609,040.90.

#### **VI. NOTICE/CONDITIONS PRECEDENT**

29. All conditions precedent necessary to maintain this action have been performed or have occurred. Alternatively, the Defendants have wholly waived and are estopped from asserting all right(s) to any condition(s) precedent.

#### **VII. ALTERNATIVE PLEADING**

30. Plaintiff refers to, re-alleges, and incorporates by reference all preceding sections of this *Petition* and would further show that all pleadings herein, if deemed inconsistent, are made and should be construed in accordance with Rules 47 and 48 of the TEXAS RULES OF CIVIL PROCEDURE.

### **VIII. NOTICE OF INTENT**

31. Plaintiff hereby gives notice of intent to utilize items produced in discovery in the trial of this matter and the authenticity of such items is self-proven per the TEX. R. CIV. P., 193.7.

### **IX. OBJECTION TO ASSOCIATE JUDGE**

32. Plaintiff respectfully objects to the referral of this case to an associate judge for hearing a trial on the merits or presiding at a jury trial.

### **X. PREJUDGMENT AND POST-JUDGMENT INTERESTS**

33. Plaintiff would further show that many of their damages may be determined by known standards of value and accepted rules of evidence. Accordingly, Plaintiff is entitled to recover prejudgment interest as damages from the date of loss and/or the date such damages can be determined prior to judgment, or as the Court otherwise directs, calculated at the legal rate, or as otherwise set out by law.

### **XI. ATTORNEY'S FEES**

34. As a further direct, proximate and producing result and responsibility of the acts and/or omissions described herein, Plaintiff has been forced to retain NELSON LAW GROUP, P.C., licensed attorneys, to present this action and accordingly sues for attorney's fees reasonable in relation to the work expended against Defendant hereto, plus an additional reasonable sum in the event of an appeal herein by any party to the Court of Appeals, and a further reasonable sum in the event of an appeal to the Supreme Court of Texas, as permitted under the contract, as well as, statutory and common law.

### **PRAYER**

**WHEREFORE, PREMISES CONSIDERED, Plaintiff, ABACUS HOLDINGS**



GROUP, LLC, respectfully prays:

- i. That Defendants will be cited to appear and answer herein;
- ii. Actual damages;
- iii. Pre-Judgment and Post-Judgment interest
- iv. Costs of Court; and
- v. Reasonable and necessary attorney's fees.

Plaintiff prays for general relief.

Respectfully submitted,

**NELSON LAW GROUP, PC**  
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Flower Mound, Texas 75028  
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By: /s/ Nathaniel D. Kitz  
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**Exhibit C-Certification Regarding Use of Artificial Intelligence**

CAUSE NO. \_\_\_\_\_

ABACUS HOLDINGS GROUP, LLC, § IN THE DISTRICT COURT  
*Plaintiff,* §  
VS. §  
\_\_\_\_ JUDICIAL DISTRICT

UTAH BUILT, LLC and DAVID HEIL aka §  
DAVE HEIL aka DAVID J HEIL §  
*Defendants.* §  
DENTON COUNTY, TEXAS

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**CERTIFICATION REGARDING USE OF ARTIFICAL INTELLIGENCE**

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I, the undersigned attorney of record or self-represented litigant in the above-entitled and numbered cause pending in the District Courts of Denton County, Texas, hereby certify as follows:

1. I have reviewed and understand the Standing Order Regarding Use of Artificial Intelligence issued by the Denton County District Courts, and I will comply with that Order throughout this case.
2. Any information created or contributed to by generative artificial intelligence-including, but not limited to, language, quotations, sources, citations, arguments, and legal analysis-was, before submission to this Court, independently verified as accurate using traditional (non-AI) legal sources by a human being.
3. I understand that I remain personally responsible for all filings and submissions to this Court, and that I may be subject to sanctions under the Texas Disciplinary Rules of Professional Conduct, the Texas Rules of Civil Procedure, the Texas Civil Practice and Remedies Code Chapter 10, the inherent power of the Court, or for contempt of court, for failing to comply with the Court's Standing Order or this certification.

SIGNED on. December 26, 2025

**NELSON LAW GROUP, PC**  
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By: /s/ Nathaniel D. Kitz  
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## Automated Certificate of eService

This automated certificate of service was created by the efiling system. The filer served this document via email generated by the efiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Josh Horton on behalf of Nathaniel Kitz  
Bar No. 24080988  
josh@nelsonlawgrouppc.com  
Envelope ID: 109461462  
Filing Code Description: Plaintiff's Original Petition  
Filing Description:  
Status as of 12/26/2025 3:56 PM CST

### Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Nathaniel DKitz		nathan@nelsonlawgrouppc.com	12/26/2025 3:29:53 PM	SENT
Joshua Horton		josh@nelsonlawgrouppc.com	12/26/2025 3:29:53 PM	SENT
NLG Eservice		NLGeservice@NelsonLawGroupPC.com	12/26/2025 3:29:53 PM	SENT



CERTIFIED A TRUE AND CORRECT COPY  
OF THE RECORD ON FILE IN MY OFFICE

DAVID TRANTHAM  
DENTON COUNTY DISTRICT CLERK  
01/08/2026

By:   
Deputy Clerk