CAUSE NO. 2026080

ANDREW HALICH, Plaintiff,	§	IN THE DISTRICT COURT OF
v.	§	McCULLOCH COUNTY, TEXAS
AMERICAN HERITAGE SPORTING CLUB LLC, MICHAEL SCOTT HUGGINS, and GARY SMITH, Defendants.	§	452ND JUDICIAL DISTRICT

PLAINTIFF'S FIRST AMENDED PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff Andrew Halich files this First Amended Petition against Defendants American Heritage Sporting Club LLC, Michael Scott Huggins, and Gary Smith, and alleges as follows.

DISCOVERY CONTROL PLAN AND RULE 47 STATEMENT

1. Plaintiff intends to conduct discovery under Level 1 of Texas Rule of Civil Procedure 190.2, and this suit is governed by the expedited actions process of Texas Rule of Civil Procedure 169. Plaintiff seeks only monetary relief of $325,000 or less, excluding interest, statutory or punitive damages and penalties, and attorney fees and costs. The damages sought are within the jurisdictional limits of this Court.

JURISDICTION AND VENUE

2. This Court has jurisdiction over the parties because the acts complained of were committed in Texas and the amount in controversy is within the jurisdictional limits of this Court.

3. Venue is proper in McCulloch County under Texas Civil Practice and Remedies Code § 15.002(a)(1) because all or a substantial part of the events giving rise to the claims occurred

in McCulloch County. The leased premises are in McCulloch County, performance under the lease occurred in McCulloch County, and the breaches alleged below occurred in McCulloch County.

PARTIES

4. Plaintiff Andrew Halich is an individual residing in Texas.

5. Defendant American Heritage Sporting Club LLC ("AHSC") is a Texas limited liability company, Texas Secretary of State File No. 0805421651. AHSC was served with citation through its registered agent on July 14, 2026, and has not answered.

6. Defendant Michael Scott Huggins is an individual residing in Texas. Huggins may be served with process at [redacted]; at [redacted]; or wherever he may be found.

7. Defendant Gary Smith is an individual residing in Texas. Smith may be served with process at [redacted], or wherever he may be found.

FACTS

A. The lease

8. On November 2 and 3, 2025, Halich and AHSC signed a written Hunting and Temporary Lodging Lease Agreement and Indemnity (the "Lease") for the River Hawk Ranch, Halich's ranch near Voca in McCulloch County. Huggins signed the Lease for AHSC as its "Managing Member."

9. The Lease gave AHSC's members the use of the ranch, its lodging, and its facilities from Wednesday through Sunday of every week during October, November, and December 2025 and January, February, April, May, and June 2026. In exchange, AHSC agreed to pay $50,000, in eight monthly installments of $6,250, each due before the 15th of the month by ACH transfer.

10. Either party could terminate the Lease on 120 days' written notice.

11. Halich performed. For the entire term he gave AHSC the occupancy the Lease called for, gave up his own use of the ranch five days of every week, and leased it to no one else.

12. AHSC paid the October, November, December, and January installments, each by ACH transfer.

B. February 2026: promises to pay, and no payment

13. AHSC did not pay the February installment, which was due before February 15, 2026. Halich wrote to Huggins on February 17 that the payment was late. Huggins answered by text message from [redacted]: "Payment should be this afternoon." No payment came.

14. On February 19, 2026, Huggins texted that no one would be using the ranch for the rest of the month, that AHSC could pay "a prorated amount for last week's use," and that AHSC would "need to cancel our agreement going forward." He wrote that he would call that evening and explain. He did not call.

15. On February 20, 2026, Halich wrote to Huggins by text: "I expect you to honor the agreement and pay the full month of February." On February 22, he wrote that he would take legal action for breach of contract if the matter was not resolved by February 28.

16. On February 23, 2026, Huggins texted: "I'll call this afternoon. We will pay February in full. I'm sending you a written cancellation letter." He did not call, and no payment or letter came.

17. On February 25, 2026, Halich again demanded the February payment in writing. On February 27, Huggins texted: "I'm meeting with our group this afternoon. Will be paying by check with the cancel letter." Halich gave his mailing address, [redacted], the same address shown in the Lease. Huggins replied: "Yes that's what we have."

18. On March 2, 2026, Huggins texted that the check would be mailed "This week," and agreed to tell Halich when it was mailed: "Will do."

19. On March 6, 2026, after Halich said he would begin the legal process, Huggins texted: "Check was mailed from Weatherford on Wednesday." When Halich noted that Huggins had not told him when it was mailed, Huggins wrote: "No one is screwing you over."

20. No check and no letter arrived. On March 12, 2026, Halich told Huggins so. Huggins texted: "Sent with letter of cancellation." When Halich suggested he check the address he had used, Huggins answered: "Will do!"

21. Huggins never wrote again. He did not answer Halich's texts of March 13 and March 16, 2026, or Halich's emailed demand for payment of March 20, 2026.

22. No check was mailed. No cancellation letter was sent. Neither AHSC nor Huggins ever gave the 120 days' written notice the Lease requires. Even if Huggins's February 19, 2026 text message were treated as written notice under the Lease, termination could not take effect until 120 days later, on or about June 19, 2026, and every installment through June 2026 accrued before then.

23. AHSC has not paid the installments due for February, April, May, and June 2026, totaling $25,000.

C. Huggins never intended to pay

24. Every installment AHSC paid was paid by ACH transfer, as the Lease requires. The first time AHSC missed an installment, Huggins began promising a mailed check instead.

25. Huggins confirmed Halich's mailing address on February 27, 2026, then claimed on March 6 and again on March 12 to have mailed a check and a letter to it. Neither was ever mailed. Each statement was false when made, and Huggins knew it was false.

26. Huggins made those statements to keep Halich from filing suit, which Halich had said he would do by February 28 and again on March 6, while AHSC and Huggins kept the benefit of the season's occupancy.

27. On information and belief, Huggins has operated the same business before, first through Adventures Missions and Retreats, Inc. and then through AHSC, and has leased ranches from other landowners and arranged hunts for other groups, collected money for them, and failed to pay the landowners the amounts promised. Huggins's conduct toward Halich follows that pattern.

28. When Huggins signed the Lease and promised that AHSC would pay $50,000 in eight installments, he did not intend for AHSC to pay all of them.

D. AHSC's forfeiture

29. AHSC was formed on February 14, 2024. Its first franchise tax report was due May 15, 2025. AHSC did not file it, and the Comptroller of Public Accounts forfeited AHSC's right to transact business in Texas under Texas Tax Code §§ 171.251 and 171.2515. On February 27, 2026, the Secretary of State forfeited AHSC's charter under Texas Tax Code § 171.309 because AHSC had not revived its privileges within 120 days after the Comptroller's forfeiture. The Comptroller's forfeiture therefore occurred no later than October 30, 2025, before the Lease was signed.

30. AHSC's privileges were revived after this suit was filed. The Lease, and every debt AHSC owes under it, was created and incurred after May 15, 2025, and before that revival.

31. When AHSC entered into the Lease, Smith was its manager, as identified in its Certificate of Formation. Huggins acted as AHSC's managing member and officer. He signed the Lease on AHSC's behalf in that capacity, directed AHSC's performance under it, and made every communication on AHSC's behalf about the payments.

CAUSES OF ACTION

Count I — Breach of Contract (against AHSC, and against Huggins by piercing AHSC's veil)

32. The Lease is a valid and enforceable contract between Halich and AHSC. Halich performed. AHSC breached the Lease by failing to pay the installments due for February, April, May, and June 2026. Halich has been damaged in the amount of $25,000, plus interest.

33. Huggins is liable to Halich for AHSC's obligation under the Lease. Veil piercing is not a separate cause of action but a means of imposing liability for an underlying claim, here AHSC's breach of the Lease. *Keyes v. Weller*, 692 S.W.3d 274, 278 (Tex. 2024).

34. Texas Business Organizations Code § 101.002(a) makes §§ 21.223 through 21.226 applicable to a limited liability company and its members, owners, assignees, affiliates, and subscribers. Under § 101.002(b), a reference in those sections to a "holder," "owner," or "shareholder" includes a "member," and a reference to a "corporation" includes a "limited liability company."

35. Section 21.223(a)(2) limits a member's liability for a contractual obligation of the company on the basis that the member is the company's alter ego, or on the basis of actual fraud or a sham to perpetrate a fraud. Section 21.223(b) removes that limit where the obligee demonstrates that the member "caused the corporation to be used for the purpose of perpetrating and did perpetrate an actual fraud on the obligee primarily for the direct personal benefit of the" member.

36. Huggins is a member of AHSC. He signed the Lease as AHSC's "Managing Member," and he is an owner and affiliate of AHSC.

37. Halich is an obligee of AHSC under the Lease.

38. Huggins caused AHSC to be used for the purpose of perpetrating, and did perpetrate, an actual fraud on Halich, as alleged in Count III: he used AHSC to obtain the ranch for the 2025–2026 season on a promise of payment he did not intend AHSC to keep, and then made false statements about payment to keep Halich from filing suit.

39. Huggins did so primarily for his own direct personal benefit. On information and belief, AHSC collected money from its members for hunting access during the 2025–2026 season, including access to the River Hawk Ranch, and Huggins used AHSC to take that money for himself rather than pay Halich.

40. Under Texas Business Organizations Code §§ 101.002 and 21.223(b), Huggins is liable to Halich for AHSC's obligation under the Lease, jointly and severally with AHSC.

Count II — Liability Under Texas Tax Code § 171.255 (against Huggins and Smith)

41. Under Texas Tax Code § 171.255(a), when a taxable entity's privileges are forfeited for failure to file a report or pay a tax, each director and officer is liable for each debt of the entity that is created or incurred in Texas after the date the report or tax was due and before the privileges are revived. Under § 171.255(b), that liability is the same as a partner's for a partnership's debts. Under § 171.255(d), the liability is not affected by a later revival.

42. AHSC's debt to Halich under the Lease was created and incurred in Texas after May 15, 2025, and before AHSC's privileges were revived.

43. Smith was AHSC's manager when the debt was created and incurred, as identified in AHSC's Certificate of Formation.

44. Huggins was an officer of AHSC when the debt was created and incurred. He held himself out as AHSC's "Managing Member" and signed the Lease on AHSC's behalf in that capacity. He negotiated the Lease for AHSC, and he was the only person who dealt with Halich

on AHSC's behalf, before and after the Lease was signed. He directed AHSC's payments under the Lease, including the four installments AHSC paid by ACH transfer. He decided for AHSC that it would stop paying and would "cancel our agreement going forward," and he told Halich when, how, and whether AHSC would pay. He spoke for AHSC and its members, writing that "We will pay February in full" and that he was "meeting with our group." AHSC's address in the Lease, 325 Adams Drive, Suite 325, PMB 315, Weatherford, Texas 76086, is the mailing address of Romans623, LLC, a company of which Huggins is the registered agent.

45. Huggins created the debt. Smith and Huggins are each liable to Halich for it, jointly and severally with AHSC.

Count III — Fraudulent Inducement (against Huggins)

46. To induce Halich to enter into the Lease, Huggins represented that AHSC would pay $50,000 in eight monthly installments of $6,250 by ACH transfer.

47. The representation was material, and it was false when made. Huggins did not intend for AHSC to make all of the payments. His intent at the time is shown by, among other things, the facts alleged in paragraphs 13 through 28.

48. Huggins's statements between February 17 and March 12, 2026, show that intent. He told Halich that payment would arrive that afternoon, that AHSC would pay February in full, that a check had been mailed from Weatherford, and that the check had been sent with a letter of cancellation. Each statement was false when he made it, and he knew it was false. He made them after confirming Halich's mailing address, after AHSC had paid every earlier installment by ACH transfer, and while Halich was saying he would file suit. A person who intended to pay would not have needed to invent a check.

49. Huggins made the representation that induced the Lease knowing it was false, and intending that Halich rely on it by signing the Lease and giving AHSC the ranch for the season.

50. Halich relied on the representation. He signed the Lease, gave AHSC the occupancy it called for, gave up his own use of the ranch, and leased it to no one else.

51. As a result, Halich has been injured in the amount of at least $25,000, the benefit of the bargain he was promised.

52. Huggins is personally liable for his own fraud even though he acted as AHSC's agent, and Texas Business Organizations Code § 21.223 does not limit that liability. *Keyes v. Weller*, 692 S.W.3d 274, 275, 279 (Tex. 2024); *Miller v. Keyser*, 90 S.W.3d 712, 717–18 (Tex. 2002).

EXEMPLARY DAMAGES

53. The harm to Halich results from Huggins's fraud. Halich seeks exemplary damages against Huggins under Texas Civil Practice and Remedies Code § 41.003(a)(1).

ATTORNEY FEES

54. Halich seeks his reasonable and necessary attorney fees against AHSC, Huggins, and Smith under Texas Civil Practice and Remedies Code § 38.001(b)(8). Halich presented his claim on February 20, 2026, and again on March 20, 2026, and more than 30 days have passed without payment.

CONDITIONS PRECEDENT

55. All conditions precedent to Halich's claims have been performed or have occurred.

PRAYER

56. Plaintiff Andrew Halich asks that Defendants be cited to appear and answer, and that on final hearing the Court render judgment for Plaintiff:

(a) against American Heritage Sporting Club LLC for actual damages of $25,000;

(b) against Michael Scott Huggins and Gary Smith, jointly and severally with American Heritage Sporting Club LLC, for actual damages of $25,000 under Texas Tax Code § 171.255;

(c) against Michael Scott Huggins for actual damages of at least $25,000 for fraud, and for exemplary damages;

(d) against Michael Scott Huggins, jointly and severally with American Heritage Sporting Club LLC, for American Heritage Sporting Club LLC's obligation of $25,000 under the Lease, under Texas Business Organizations Code §§ 101.002 and 21.223(b);

(e) for reasonable and necessary attorney fees;

(f) for prejudgment and post-judgment interest at the highest lawful rate;

(g) for costs of court; and

(h) for all other relief to which Plaintiff is entitled.

Respectfully submitted,

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