2. Statute of limitations

Supplemental Response

Each **business-or-property injury** for which this section seeks civil-RICO damages occurred on or after **October 20, 2022**. The earlier events described in Section 1 are offered as enterprise, pattern, causation, control, or concealment evidence—not as independent damages claims—unless counsel identifies a separate timely injury. A complaint filed on or before **October 20, 2026** is within four years of each of the eight damages claims identified below. Civil RICO applies a four-year limitations period. **Agency Holding Corp. v. Malley-Duff & Associates, Inc.**, 483 U.S. 143, 156 (1987). In the Fifth Circuit, a claim accrues when the plaintiff discovers or, through **reasonable diligence**, should discover the injury—not when the plaintiff discovers the complete pattern or every participant. Rotella v. Wood, 147 F.3d 438, 440 (5th Cir. 1998), aff'd, 528 U.S. 549 (2000). When the alleged pattern produces separate, independent injuries, each injury accrues separately when discovered or reasonably discoverable. Love v. National Medical Enterprises, 230 F.3d 765, 773–76 (5th Cir. 2000).

The eight damages injuries and earliest dates are:

1. **Dual-compensation obligation — October 20, 2022; payment at the July 2024 closing.**
2. **Heifer Ranch transfer — February 22, 2023.**
3. **Herd-proceeds diversion — January–April 2023.**
4. **Tax misattribution — 2023–2024 filings, assessment, and levy.**
5. **50/50 seller allocation — July 25, 2024.**
6. **Assets removed from the sale — July 26, 2024.**
7. **Closing-proceeds diversion — July 26, 2024.**
8. **Mislabeled-creditor-pool diversion — July 26, 2024.**

The earlier dates your team identified do not establish earlier accrual or inquiry notice. They document the control and concealment mechanism preceding the eight later injuries; none made a later injury actionable before it existed:

1. **November 30, 2021**: the position report states a **$5,563,685.25** loan balance.
2. **April 11, 2022**: **Anastasia** requested a complete **QuickBooks** backup with administrative credentials. **Klaas** ordered **Isaac** not to provide information, and **Isaac** invoked employment by **Frisia Farms**. **Anastasia**'s direct access to **Two Sisters**' books and accounting system ended.
3. **May 31, 2022**: the position report states a **$4,474,897.21** balance—a **$1,088,788.04** reduction over six months, tracking the Modification's required **$170,000** monthly paydown. The scheduled paydown was performing while **Anastasia** retained access to the reporting record.

4. **June 30, 2022**: no position report exists. On **June 30**, **Anastasia** renewed her request for a **QuickBooks** report and objected that screen photographs were not a report suitable for counsel.
5. **July 8, 2022**: **Bank of the West** stated the balance as **$6,146,401.90**. The balance had increased **$1,671,504.69** from **May 31** during the **reporting blackout** and after the **April 11** lockout. The bank's email also states that "the sweep has been turned off" and identifies "the **maturity default**" (**EV-0294**).
6. **July 15, 2022**: the bank stated that "the advance line was fully frozen since the last draw and has been expired since **July 5, 2022**" and designated the facility an "**exit credit**."
7. **July 31, 2022**: no position report exists. June and July are the only consecutive omissions in the monthly series.
8. **August 2, 2022**: the bank described the ordered appraisal as covering "the **Anastasia** 100 ac improved pasture"; the completed appraisal valued the entire 1,436.178-acre operation.
9. **August 9, 2022**: **Bank of the West**'s outside counsel demanded **$6,146,401.90** in the signed **Notice of Default** (**EV-0299–0301**)—the identical balance first stated during the **reporting blackout**.
10. **August 31–September 30, 2022**: each position report states the same **$6,146,401.90** balance to the cent.
11. **October 28, 2022**: the forbearance conditioned continued restraint on entry of the divorce decree by **October 31** and execution of a purchase contract by **November 30**.
12. **October 31–December 31, 2022**: each position report continued to state the same **$6,146,401.90** balance to the cent.
13. **March 2023**: the counsel channel operated through **Isaac**, including the **March 15** "meet with you only" email and **March 21 dual-agency waiver**.

The disclosed fact in July and August 2022 was the bank's asserted balance, not the source, authorization, or destination of the $1,671,504.69 increase; the later compensation, land transfer, herd-proceeds routing, tax filings, seller allocation, asset exclusions, or closing distributions had not yet occurred. Love distinguishes awareness of alleged misconduct from discovery of the resulting injury and holds that a future injury does not accrue while its existence, amount, and nature remain speculative. 230 F.3d at 773–76.

The record also documents **reasonable diligence** and affirmative **access barriers**. **Anastasia** requested the complete accounting record and administrative credentials, renewed the request for counsel, received neither the June nor July position report, was told that a whole-operation appraisal covered only "the **Anastasia** 100 ac improved pasture," received transaction information through **Isaac** after objecting that he was an employee rather than a principal, and was not told that **AgTexas** had financed **Tony Martins–affiliated entities** beginning **September 16, 2021**. Document-level reconstruction beginning in **October 2025** recovered relationships and transactions the contemporaneous books, bank, appraisal, counsel, and buyer-identification channels did not disclose. These facts negate actual or constructive notice and, independently, support **fraudulent-concealment tolling** to the extent required. Petrobras America, Inc. v.

Samsung Heavy Industries Co., 9 F.4th 247, 253–56 (5th Cir. 2021). For claims held by **Two Sisters**, knowledge held by an officer or agent acting adversely to the company and for himself or another is not imputed to the company. Id. at 254.

The buyer-side financing continued after the **July 2024** closing. **BMO**—the lender identified on the **July 26, 2024** closing statement—was paid through **AgTexas**'s **$33,000,000** refinance of the acquired dairy on **November 26, 2025** (loan 6811410). **BMO** filed **UCC-3** termination No. 2600309107 on **January 15, 2026** and released the **deeds of trust** through Erath County Instrument Nos. 2026-00449 and 2026-00450 on **January 29, 2026**. **AgTexas** issued **$55,000,000** in additional notes on **April 14, 2026**, and recorded lien modifications continued approximately every three to four months through **May 5, 2026**. The recorded **AgTexas** facility to the **Tony Martins–affiliated** entity group totals **$118,696,740.50** across ten notes and five cross-guaranteed entities. The same institution that financed **Tony-affiliated entities** beginning **September 16, 2021** and held senior liens on **Anastasia**'s land beginning in 2013 ultimately held the refinanced buyer-side position.

Those post-closing instruments are not invoked to restart limitations for an earlier injury. Klehr v. A.O. Smith Corp., 521 U.S. 179, 189–90 (1997), bars use of a later predicate to revive damages from a time-barred injury. They establish **institutional continuity**, identify the ultimate holder of the acquired position, and receive separate accrual only to the extent a later predicate caused a new, independent **business-or-property injury**. Love, 230 F.3d at 775–76.

The contemporaneous operating record contradicts the stated necessity of liquidation and corroborates causation and concealment. The bank's position reports show stronger margins and herd counts in 2022 than in 2021. On **October 3, 2022**—before the **Marketing Agreement**—**Isaac** listed **$39,161,323.90** in assets against **$11,549,923.14** in debt. The bank record contains no foreclosure demand or threat. **Bank of the West** faced a maturity expiration in **July 2021** and advanced and modified; in 2022, it elected to freeze advances, designate the facility an "**exit credit**," declare default, and condition forbearance on entry of the divorce decree by **October 31** and execution of a purchase contract by **November 30**. The 2009 Policy Statement on Prudent Commercial Real Estate Loan Workouts does not identify completion of a borrower's divorce as a credit-workout consideration. A purchase contract may implement an orderly liquidation, but it does not replace the statement's required analysis of financial condition, repayment capacity, collateral, and guarantors; the 2023 replacement reaffirms that comprehensive-review requirement. The regulatory significance of the comparison depends on the facility's classification as CRE credit.

The financial sequence identifies the disposition mechanism. The **May 31, 2022** balance was **$4,474,897.21**. The January–**April 2023** herd liquidation realized **$5,171,994.43**—**$697,097.22** more than that pre-blackout balance; the position reports carried the livestock component at approximately **$3,000,000**. The undocumented **$1,671,504.69 draw-up** increased the asserted balance to **$6,146,401.90**; **$1,461,824.74** of the **herd proceeds** was then routed to non-loan accounts—**$828,123.38** to **Bank of the West** checking No. 048247589 and **$633,701.36** to

Texas Bank No. 952877—rather than applied to the loan. Four days after the **February 18, 2023** herd auction, the **February 22 Heifer Ranch** closing paid **$2,778,895.49** to **Bank of the West** and **$703,840.60** to **AgTexas**, with **$0.00** to **Anastasia**. Her land was therefore liquidated after the pre-blackout line balance had fallen below the herd's realized value, after the unreported **draw-up** created the asserted deficiency, and while **herd proceeds** sufficient to reduce that deficiency were routed elsewhere.

Every figure above traces to a recorded instrument, closing statement, position report, native email, or the parties' correspondence, and the supporting documents are organized and available. The remaining discovery targets are the banks' complete loan and servicing files; the **June 30** and **July 31, 2022** position reports; the draw requests, approvals, disbursement records, and general-ledger entries comprising the **$1,671,504.69** increase; the appraisal engagement and review file; and the payoff and collateral-allocation statements identifying the amount secured through **BMO**'s amount-blank **UCC-1**. I can send any identified exhibit or the complete organized record.