

CAUSE NO. DC-22-08919

JAMES EDWARD FROST

IN THE DISTRICT COURT

Plaintiff,

v.

191ST JUDICIAL DISTRICT

JAMES EDWARD FROST, II AND
BETH ELLEN FROST,

Defendants.

DALLAS COUNTY, TEXAS

**RESPONDENT BETH ELLEN FROST'S
VERIFIED PLEA TO JURISDICTION AND SUBJECT THERETO ANSWER**

COMES NOW, Beth Ellen Frost, and files this *Objections, Plea to the Jurisdiction*, ("Plea to the Jurisdiction"), and, subject to the Objections and Plea to the Jurisdiction and without waiving it she also asserts in the alternative her Answer to Plaintiff's Original Petition and in support thereof would respectfully show the Court as follows:

**I.
OBJECTIONS
THE PLAINTIFF FAILED TO COMPLY WITH THE
LOCAL RULES OF THE DALLAS CIVIL FAMILY COURTS**

Dallas Civil Court Local Rule No. 1.08 mandates that a party expressly *Disclose* any Pleading that are arising out of the same transaction or occurrence as an *Earlier case*, that pursuant to Local Rule No. 1.07 would be subject to transfer. This case clearly is such a case and no certification was made.

Local Rules 1.02, 1.03 and 1.04 mandate that Plaintiff expressly identify and admit the obvious interplay between his instant Petition against his daughter-in-law Beth Ellen Frost, his son James Edward Frost, II and the pending ("The First Action") titled In the Marriage of Beth Ellen Frost and James Edward Frost, II et al, DF-22-06641 which is a Divorce Matter between his son

James Edward Frost, II and Beth Ellen Frost pending in the 301st Civil District Court, Dallas County, Texas (“The First Action”) in which the claims and rights, if any, and concurrent duties (if any) to him from his son James Edward Frost, II or from Beth Ellen Frost are already being litigated at the insistence of his son James Edward Frost, II the Divorce Court is The First Court, and is the Court with continuing jurisdiction over the very same issue (allegations by James Edward Frost, II of an alleged debt between he and his father) and they all arise from, and are related to quantification and division of the marital estate which is still pending in The First Court.

II. PLEA TO THE JURISDICTION

1. Defendant files this her Verified Plea to the Jurisdiction concurrently with her filing of her Motion to Transfer and Consolidate (See Motion to Transfer and Consolidate attached hereto as Exhibit “1”) which has been filed in The First Action pending at this time before the First Court, the 301st Judicial District Court of Dallas, County Texas. Defendant requests this Honorable Court to dismiss the above-numbered and styled cause.

2. The Local Rules require that any filed proceedings *that arise from related pending matters previously filed in or disposed of by another Court of Dallas County having subject matter jurisdiction be disclosed and identified as such.* Clearly, a Divorce Court, which is a Court of general jurisdiction, has the obligation to identify, marshal, and divide all marital assets and liabilities, to determine the validity of all claims of property and debt and to equitably divide them between the parties to the pending divorce.

3. Instead, Plaintiff failed to identify The First Action in The First Court within his Original Petition and thus, by omission, misled this Court. Since Plaintiff voluntarily brought suit in Dallas, County Texas and made himself subject to the personal and subject matter jurisdiction of the Civil District Courts of Dallas County (and all of their rules), he should be transferred and

consolidated into The First Action. It will allow the validity of his claims against this Defendant to be determined and divided (as between his son and daughter-in-law) by The First Court in The First Action.

4. Such claims are to be initiated in the court of proper subject matter jurisdiction or transferred there. The 301st Judicial District Court, as The First Court is the proper Court. It has continuing subject matter jurisdiction because of the ongoing pending Divorce proceedings in The First Court, and its mandatory obligation(s), to access and divide **all marital assets and liabilities**. Given these facts, Plaintiff should have disclosed to this Court, The First Action as a related, pending action under the Local Rules of the Dallas County Civil and Family Courts.

III.
ANSWER SUBJECT TO OBJECTIONS,
JURISDICTIONAL CHALLENGE, AND TRANSFER

1. Defendant, *subject to and without waiving* her objections and challenge to the Court's Jurisdiction and her contemporaneously filed Motion to Transfer and Consolidate, hereby generally denies all and every allegation of Plaintiff's Original Petition.

2. Defendant *subject to and without waiving* her objections and challenge to the Court's Jurisdiction and her contemporaneously filed Motion to Transfer and Consolidate, hereby specifically denies that she has executed any negotiable instrument, or that any signature which may purport to be hers is valid, authentic, or original.

3. Defendant *subject to and without waiving* her objections and challenge to the Court's Jurisdiction and her contemporaneously filed Motion to Transfer and Consolidate, hereby specifically denies she is indebted to Plaintiff for any sums, that he has provided any goods, services, or consideration for which he is entitled to any equitable recovery, quantum meruit or quasi contract remedy against her as alleged by him.

4. Defendant *subject to and without waiving* her objection, challenge to the Court's Jurisdiction and her contemporaneously filed Motion to Transfer and Consolidate, hereby further specifically avers that Plaintiff is estopped to and is barred from any recovery from this Defendant by virtue of his own conduct, the applicable statute(s) of limitations, the doctrine of Laches, the statute of frauds and the rule against perpetuities.

PRAYER

WHEREFORE PREMISES CONSIDERED, Defendant Beth Ellen Frost prays that this Court either dismiss this action for lack of subject-matter jurisdiction, or alternatively, that it immediately stays any activity in this matter until The First Court, the 301st Judicial District Court of Dallas, County Texas first makes its ruling upon this Defendant's contemporaneously filed Motion to Transfer this action to The First Court and to consolidate this The Second Action with The First Action in that First Court.

If this matter is not dismissed Defendant prays that this Court defer to and follow the ruling of The First Court on the Defendants Motion to Transfer and Consolidate, that this Cause be transferred to The First Court and consolidated into that, The First Action. Subject to and without waiving same, this Defendant prays that Petitioner take nothing, that costs of court be adjudged against Plaintiff, and it award to Defendant any other further relief to which this Defendant may show herself to be justly entitled in law or in equity.

Respectfully submitted,

/s/ John B. Schorsch, Jr. _____

John B. Schorsch, Jr.

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Tel: (214) 888-3324

CERTIFICATE OF SERVICE

This is to certify that on October 24, 2022, a true and correct copy of the above and foregoing is being e-filed and served upon the parties and or counsel in accordance with the *Texas Rules of Civil Procedure*.

/s/ John B. Schorsch, Jr.

John B. Schorsch, Jr.

VERIFICATION


STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before ME, the undersigned Notary Public, on this day personally appeared Beth Frost, in her individual capacity who, being by me duly sworn upon her oath deposed and stated the following:

1. “My name is Beth Frost. I am over the age of twenty-one (21) years, have never been convicted of a felony or a crime involving moral turpitude, and am fully competent to testify in all respects.

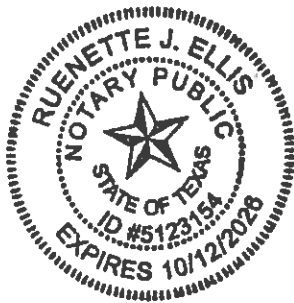
2. I have read the foregoing *Verified Plea to the Jurisdiction and Subject Thereto Answer* to which this Verification is attached. All the factual information related to this pleading contained therein is true and correct and based upon my personal knowledge, unless otherwise stated.


FURTHER AFFIANT SAYETH NAUGHT.



Beth Frost

SUBSCRIBED AND SWORN to before me on this 24th. day of October 2022, to certify which witness my hand and official seal.





NOTARY PUBLIC
In and for the State of Texas

My commission expires: 10-12-2028

CAUSE NO. DF-22-06641

IN THE MATTER OF
THE MARRIAGE OF

IN THE DISTRICT COURT

BETH FROST
AND
JAMES EDWARD FROST II

301ST JUDICIAL DISTRICT

AND IN THE INTEREST OF
E.J.F. AND J.E.F., CHILDREN

DALLAS COUNTY, TEXAS

**MOTION TO TRANSFER PURSUANT TO LOCAL RULES OF CIVIL
COURTS OF DALLAS OR IN THE ALTERNATIVE, PURSUANT TO LOCAL FAMILY
COURT RULES 1.03 AND 1.06(a) AND TO CONSOLIDATE**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, BETH ELLEN FROST, ("Movant") and files this, her Motion to Transfer and to Consolidate and would show unto this Court as follows:

I.
INVOLVED CASES

This Divorce has been pending between Movant and her husband James Edward Frost, II for several months ("The First Action"). Just a few weeks ago a second lawsuit was initiated in Dallas, County Texas by Mrs. Frost's father-in-law, against her and her husband, entitled, James Edward Frost vs. James Edward Frost, II and Beth Frost, Cause number DC-22-08919 in the 191st Judicial District Court ("The Second Action").

In The Second Action Mrs. Frost's father-in-law contends, falsely, that she and her husband have both borrowed money from him *and that they are both equally (jointly and severally) liable to him for repayment of significant sums*. Though he likely could not have been caused to appear before the Family Court to litigate his debt allegations in Dallas, Texas, James Edward Frost chose to file an action just weeks ago, in a sister Court in Dallas, County and to thereby subject himself

to the personal and subject matter jurisdiction of the Texas State Courts located in Dallas County *and all their rules.*

If taken as true (which is denied) the alleged debts could constitute community obligations and this Family Court, in the context of the pending divorce would have the subject matter jurisdiction to consider the validity of the alleged obligations, the circumstances of their origin, their character (community or separate debt), their legitimacy and to divide the obligations between the parties if it found any part of them valid, due, or owing. The issue of debts allegedly owed by Mrs. Frost, to her husband's father has already been (i) disclosed in and, (2) in part, actively litigated by James Edward Frost, II in his discovery and during Temporary Orders proceedings before this Court. Therefore, the existence, validity, and amount of any such debts are already being litigated by Mr. Frost, II before this Court. The issue is actively before this Court as are both Mr. and Mrs. Frost.

The Second Action **did not** contain a certificate in compliance with the Local Rules of Court for either the Dallas County Civil or Family Courts disclosing the existence of this **obviously related and ongoing Divorce proceeding** in which this The First Court, in this The First Action is already obligated to determine (i) all community and separate assets, (ii) all debts and (iii) to divide the community assets and debts in an equitable fashion. In doing so this The First Court obviously will consider the circumstances surrounding any alleged debt of the community, its validity and to whom the obligation, if any, is owed.

II.
MOTION TO TRANSFER AND CONSOLIDATE

- 1) This The First Action, has been pending for several months and Mr. Frost, II has been litigating in part, the issue of the same debts to his own father in this The First Court

having listed one or more in his Inventory and Appraisal and by actively litigating the issue most recently in temporary hearing(s) before this Court.

- 2) The Second Action was filed in October 2022 by James Edward Frost in the 191st Judicial District Court in Dallas, Texas against both his own son James Edward Frost, II and Beth Frost (See attached Original Petition "Original Petition" Exhibit No. 1). An answer or other responsive pleading are due on October 24, 2022. This Motion to Transfer and Consolidate was filed contemporaneously with that pleading in the 191st and it was conspicuously attached to and referenced in that responsive pleading.
- 3) The Original Petition in The Second Action provided no certification or disclosure to the Second Court regarding the existence of this related First Action currently pending between James Edward Frost, II and Beth Frost (the two alleged defendants named in The Second Action) and the parties in this The First Action. The claims asserted in The Second Action, are in fact related to the division of assets and liabilities currently being determined by this The First Court in this The First Action (the pending Divorce).
- 4) James Edward Frost, II has in part, actively litigated this issue before this The First Court. Further, his father, James Edward Frost, curiously and coincidentally chose this belated time and place to file a coordinated action in a sister Dallas County, District Court when it would be properly brought in and was in part being actively litigated in this, The First Court and in this The First Action (the still pending Divorce).
- 5) The Second Action should be transferred from the 191st District Court (the "Second Court") to this, The First Court as a related matter and it should be consolidated into this, the Still pending First Action. This will ensure efficient and orderly disposition of the claims (if any exist, see below arguments), respect for the findings, rulings, and

orders entered by The First Court. It will avoid confusion and potentially conflicting findings, and provide a singular set of determinations regarding the legitimate community debts, if any, how, if and when they were incurred, by whom, to whom, and who among the spouses, if anyone, may owe them.

- 6) All rulings, findings, and interpretations applicable to all parties to the Divorce related to assets and liabilities should be uniform. Further, given the Divorce is still pending in this The First Court and the very issue of monies allegedly lent to one or the other, if any of the spouses, has already been in part litigated at the insistence of Mr. Frost, II. Thus, only this Court should, under the circumstances, make the final determinations about their validity and division.
- 7) This transfer and consolidation will prevent inadvertent, inconsistent rulings or collateral attack(s) of the findings, rulings, orders, and will thereby protect the integrity of the Family Court's jurisdiction and allow predictability for both parties who are currently before this Family Court of Dallas County. It will also, perhaps to Respondent's great disappointment, conserve legal resources.
- 8) Both the Defendants in The Second Action have been continuously before The First Court since the spring of 2022. Significant prejudice to the courts and to the orderly process of justice may occur should a transfer and consolidation of The Second Action into this, The First Action in this The First Court, be denied.
- 9) The Dallas Civil Court Rules 1.02 (Collateral Attack), 1.03 (ancillary proceedings) 1.06 (related matters) and 1.07(a) (cases subject to transfer) and Dallas Family Local Rule 1.03 (continuing jurisdiction), 1.05 (Ancillary Proceedings), and 1.06(a) (cases subject to transfer) all appear to be implicated by the filing of The Second Action and at the

very least the existence of The First Action should have been disclosed in a certificate the Original Petition filed by Mr. Frost in The Second Action as these rules require.

- 10) The filing of The Second Action appears to have been coordinated between Mr. Frost, II and his father and intended to cause Ms. Frost to needlessly incur additional fees and to litigate on two fronts. Most importantly, to cause Ms. Frost to litigate in a court where the relationship of the Alleged Creditor and his son, the alleged debtor, and fictitious nature of the loan claim(s) would not be considered.
- 11) There appears to be no good faith basis for The Second Action to omit the required local rules certificate, or to be brought in a second Dallas District Court rather than in this The First Action.
- 12) Local Rule 1.02 (civil) and 1.03 (family) are implicated because any claim against the Movant in the Second Court (191st), (related to the determination of (i) Temporary Orders, (ii) the active discovery, (iii) the marshalling of the marital assets and liabilities by this The First Court undermines its obligation(s) to make such findings and to enter a Final Decree). In essence The Second Court) (191st) is being used to ignore the relationship of Creditor and Debtor (father and son), to pretend any alleged loan is arm's length, ignoring the illusory circumstances of the alleged debt and thereby failing to consider the facts relevant to the Divorce Courts determinations related to a division of marital assets and liabilities.
- 13) Transferring and consolidating The Second Action to this, The First Court, and into this The First Action will avoid inconsistent rulings, determinations, interpretations of and application of Texas law and will protect comity.

- 14) Given the suspicious timing of The Second Action, the animus and resources expended by and available to Mr. Frost, II and his father, (Movant's Father-in-Law) and the active litigation in this The First Action by Mr. Frost, II of the same alleged debts now being litigated by Mr. Frost in The Second Action and suggests Mr. Frost, II and his father have coordinated in seeking the same relief in The First and The Second Actions for an improper purpose, to cause Movant to expend more attorney fees. Allowing this collateral proceeding, would undermine this, The First Court's, control of the proceedings, would increase the prospect for conflicting rulings, findings, abusive discovery, and conflicting orders. It thereby would promote the frustration of the proper ends of justice.
- 15) The transfer and consolidation will also prevent the misuse of the judicial process as a cudgel to punish Movant economically by causing her to incur multiple sets of legal fees (on each suit).
- 16) Family Local Rule 1.03 (continuing jurisdiction), and 1.06(a) (cases subject to transfer) are both triggered by the filing of The Second Action (as the relief sought by Mr. Frost who chose to voluntarily appear in a Dallas County Civil District Court while the same issues were allegedly in part, being litigated in this The First Action. The issues framed in The Second Action are squarely within the continuing jurisdiction of the 301st Judicial District Court, (as The First Court), because those issues are all ancillary to, arise from and are necessarily related to prior rulings and orders of The First Court that must be made only by this The First Court when it divides the marital estate.

- 17) There are obviously common questions of law and fact between the common parties already before this, The First Court, (Mr. and Mrs. Frost) regarding the same alleged marital liabilities as those that Mr. Frost, II's father now seeks to separately litigate in a sister court.
- 18) Mr. Frost, II's father is not prejudiced by transfer and consolidation. Rather, justice will only be served by a transfer and consolidation of The Second Action into this The First Court and into this The First Action as he is likely to acquire finality faster in this long pending suit than he would in his brand new suit.
- 19) Therefore, pursuant to Civil Local Rules 1.07(a) and 1.06(a), and Family Local Rule 1.06(a) The Second Action, should be immediately transferred to this, the First Court and consolidated here with the pending First Action and into this The First Court's pending proceedings.

II. ATTORNEY FEES

Movant believes that the Action filed in The Second Court against Beth Ellen Frost, long after and while this, The First Court acquired and retained continuing jurisdiction over these two parties and undertook division of the marital estate, was on information and belief, likely brought at the insistence of and with the cooperation of Mr. Frost, II, The Second Action was likely a purposeful abuse of the legal process. It was on information and belief intended to harass and cause Mrs. Frost added expenses and economic burden. Consequently, this Court should award her all her reasonable and necessary attorney fees that she has been forced to incur herein.

WHEREFORE, PREMISES CONSIDERED, BETH ELLEN FROST prays that this Motion to Transfer and Consolidate be granted and that this Court direct the immediate transfer of the entire file of DC-22-08919; James Edward Frost v. James Edward Frost, II and Beth Ellen

Frost, from the 191st District Court, Dallas County, Texas (**The Second Action**) currently pending in the 191st District Court, Dallas County, Texas, to the 301st Judicial District Court of Dallas County, Texas (**The First Court**), to designate the parties and issues as a related ancillary matter(s) to this the pending First Case, to consolidate The Second Action with the pleadings in this, The First Case and that Movant be awarded all her attorney fees and costs incurred in causing the transfer and consolidation. Notice should be sent to all courts and parties of the transfer and consolidation and upon trial of this cause, judgment should be entered in Movants favor and rulings made by this, The First Court continue and accordingly, that she have and receive such other and further relief, both general and special, at law and equity, including further attorney fees and costs to which she may show herself to be justly entitled.

Respectfully Submitted,

By: /s/ John B. Schorsch, Jr.
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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been delivered to all attorneys of record in accordance with the Texas Rules of Civil Procedure on the 24th day of October 2022.

/s/ John B. Schorsch, Jr.

John B. Schorsch, Jr.

other and further relief to which Plaintiffs may show themselves to be justly entitled. The Plaintiffs further seek injunctive relief.

III.

PARTIES.

3. Plaintiff JAMES EDWARD FROST is an individual residing in Platte County, Missouri.
4. Defendant JAMES EDWARD FROST, II, is an individual who may be served with process at 6928 Lloyd Valley Lane, Dallas, Texas 75230 or wherever he may be found.
5. Defendant is BETH ELIEN FROST, is an individual who may be served with process at 6928 Lloyd Valley Lane, Dallas, Texas 75230 or wherever she may be found

IV.

JURISDICTION AND VENUE

6. The Court has jurisdiction over Defendants because the amount in controversy falls within jurisdictional limits of this Court.
7. Venue is proper in this Court because Defendants reside in Dallas County, Texas and Defendants are both natural persons.
8. Venue is therefore proper in Dallas County pursuant to TEXAS CIVIL PRACTICE & REMEDIES CODE § 15.002.

V.

FACTUAL BACKGROUND

9. Defendants THE FROSTS entered into multiple loans with Plaintiff JAMES.
10. In 2006 Plaintiff JAMES loaned Defendants \$140,925.00 to purchase a home in Marceline, MO.

11. In 2010 Plaintiff JAMES loaned Defendants \$120,147.00 to purchase another home in Marceline, MO.
12. On or about December 1, 2010, Plaintiff JAMES loaned Defendants \$33,267.00 to cover medical expenses.
13. Plaintiff JAMES loaned Defendants an additional \$9,530.00 for living expenses.
14. The total amount of loans made by Plaintiff JAMES to Defendants is \$303,869.00.
15. Defendants have made multiple payments spanning from 2010 through 2021 to repay portions of the loans. The payments total \$74,952.49.
16. The total amount owed after all just and lawful offsets, payments, and credits is \$228,916.51 exclusive of interest.

VI.

BREACH OF LOAN CONTRACTS

17. Plaintiff entered into a series of loan contracts (hereinafter "Loans") with Defendants whereby Plaintiff agreed to provide Defendants with money to purchase property, pay medical and living expenses. Pursuant to the Loans, Plaintiff expected Defendants to repay the amounts owed.

18. A true and correct copy of all transactions related to the Loans is incorporated below:

2006	House Purchase, Marceline MO Loan	\$140,925.00
2010	House Purchase, Marceline MO Loan	\$120,147.00
12/1/2010	Medical Expenses Loan	\$33,267.00
	Payment	(\$5,021.39)
	Payment	(\$9,931.10)
6/1/2012	Payment	(\$40,000.00)
12/15/2012	Payment	(\$4,500.00)
1/15/2013	Payment	(\$4,500.00)
	Living Expense Loan	\$9,530.00
4/14/2019	Payment	(\$1,400.00)
6/17/2020	Payment	(\$4,600.00)
10/2/2020	Payment	(\$2,000.00)
2/24/2021	Payment	(\$3,000.00)
		<u>\$228,916.51</u>

19. As of the filing of this suit, the sum of two hundred twenty eight thousand nine hundred sixteen dollars and fifty-one cents (\$228,916.51) exclusive of interest, is due and owing from Defendants to Plaintiff. Defendants' failure to pay constitutes a breach of contract. Therefore, Plaintiff claims the sum of two hundred twenty eight thousand nine hundred sixteen dollars and fifty-one cents (\$228,916.51) as damages incurred by reason of Defendants' breach of contract, plus interest at the rate of 6.00% per annum pursuant to TEXAS FINANCE CODE §302.002).

VII.

UNJUST ENRICHMENT

20. Plaintiff incorporates sections I-VI above as if fully rewritten herein.

21. Pleading in the alternative, Plaintiff provided loans of \$303,869.00 to Defendants.

Defendants accepted the Loans, and had reasonable notice that Plaintiff expected to be compensated for the full amount of the Loans. Defendants were fully aware that Plaintiff expected to be repaid for the Loans, yet Defendants have not fully paid Plaintiff for the Loans. To date, Defendants have paid \$74,952.49 towards the balance owed from the

Loans. Therefore, Defendants received a benefit and failed to fully compensate Plaintiff. Plaintiff is therefore entitled to recover his actual damages of two hundred twenty-eight thousand nine hundred sixteen dollars and fifty-one cents (\$228,916.51) plus interest, including pre-judgment and post-judgment interest, court costs and reasonable attorney's fees.

VIII.

PROMISSORY ESTOPPEL

22. Plaintiff incorporates sections I-VII above as if fully rewritten herein
23. Pleading in the alternative, Defendants made a promise to Plaintiff to repay the money loaned when Defendants entered into the loan agreements with Plaintiff. Plaintiff reasonably and substantially relied on the promise of Defendants to Plaintiff's detriment. Because of the size and nature of the loan transactions, Plaintiff's reliance was foreseeable by Defendants.
24. Injustice toward Plaintiff can only be avoided by enforcing the promises of Defendants.

IX.

ATTORNEY'S FEES

25. Plaintiff has demanded payment from Defendants for the amount owed Plaintiff by Defendants. Because of Defendants' refusal to pay the amount due and owing to Plaintiff, it has become necessary for Plaintiff to place his claim in the hands of the undersigned attorney for collection, and Plaintiff has agreed to pay said attorney a reasonable attorney's fee. Therefore, upon judgment being entered herein, Plaintiff is entitled to collect and hereby sues to recover its reasonable attorney's fees pursuant to TEX. CIV. PRAC. & REM. CODE. § 38.001 at the trial court level and on appeal.

X.

REQUIRED DISCLOSURES

26. Pursuant to Rule 194(a), Defendants JAMES EDWARD FROST, II and BETH ELLEN FROST are required to disclose, within 30 days of filing his first answer, the information or material described in TEX. R. CIV. P. 194.2.

XIII.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff JAMES EDWARD FROST prays that Defendants JAMES EDWARD FROST, II and BETH ELLEN FROST be cited to appear and answer herein and that upon final hearing Plaintiff have judgment against Defendants for the following:

- a. The sum of two hundred twenty eight thousand nine hundred sixteen dollars and fifty-one cents (\$228,916.51) as damages for Defendants alternate theories of Breach of Contract, Unjust Enrichment, and Promissory Estoppel;
- b. Pre-judgment interest at the rate of 6.00% pursuant to TEXAS FINANCE CODE § 302.002;
- c. Post-judgment interest at the rate per annum as published by the Texas Office of Consumer Credit Commission at the time of Judgment;
- d. Attorney's fees in a reasonable amount pursuant to TEXAS CIVIL PRACTICE & REMEDIES CODE § 38.001 at the trial and on appeal;
- e. Cost of court;
- f. Costs of collection; and
- g. Such other and further relief, at law or in equity, to which Plaintiff may show itself justly entitled.

Respectfully submitted:

**COOK KEITH & DAVIS,
A PROFESSIONAL CORPORATION**

/s/ Darrell W. Cook
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ATTORNEY FOR THE PLAINTIFF

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.

Darrell Cook on behalf of Darrell Cook

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Envelope ID: 66901848

Status as of 8/4/2022 11:11 AM CST

Associated Case Party: JAMES EDWARD FROST

Name	BarNumber	Email	TimestampSubmitted	Status
Darrell Cook		all@cookkeithdavis.com	8/2/2022 4:17:13 PM	SENT

Automated Certificate of eService

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Irene Rivera on behalf of John Schorsch, Jr.
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Name	BarNumber	Email	TimestampSubmitted	Status
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Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
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Associated Case Party: BETHELLENFROST

Name	BarNumber	Email	TimestampSubmitted	Status
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Irene Rivera		irivera@jstxlawyers.com	10/24/2022 2:35:53 PM	SENT