TURNOVER AND RECEIVER

LOCAL RULE

JUSTICE COURTS

OF

TARRANT COUNTY, TEXAS

EFFECTIVE: March 26, 2019

REVISED: March 18,2024

LOCAL RULE FOR TURNOVER & RECEIVER

TARRANT COUNTY JUSTICE COURTS

JUSTICE COURT - GENERAL OBJECTIVES

In accordance with law, the Justice Courts conduct proceedings to ensure the fair, expeditious and inexpensive resolution of all cases and matters under its jurisdiction. In addition, this Rule is intended to provide a limited, yet not all inclusive, resource for litigants and those who appear before these Courts.

TURNOVER & RECEIVER GUIDELINES

In an attempt to have uniformity and save litigants time and expense resulting from hearings on Turnover and Receiver matters, the following guidelines will generally be followed by the Justice Courts on matters pertaining to Turnover and Receiver requests.

The grant of an Order of Turnover and Appointment of a Receiver is within the sound discretion of the Court.

THE GENERAL SCOPE OF TURNOVER and RECEIVER ORDERS

The scope of a Turnover and Receiver Order is within the trial court's discretion. The Court will make an effort to impose reasonable limits while preserving the right of a judgment creditor seeking aid from the Court to reach property owned by the judgment debtor to satisfy their judgement.

Important Notes:

- In an attempt to maintain fairness and consistency, this local rule is drawn from the Texas Civil Practices and Remedies Code (TCPRC) 31.002 "Collection of Judgment Through Court Proceeding" herein referred to as the *Turnover Statute* and in part from the TCPRC Chapter 64 "Receivership"
- 2. As there are no specific Rules of Civil Procedure or statutory guidance in the Turnover statute, this local rule is also drawn from both receiver practices and

case law to guide the Courts to shape sound, acceptable processes and practices for Receivers

- 3. TCPRC Chapter 64 entitled "Receivership" addresses Receivers, yet Chapter 64 does not directly apply to turnover proceedings
- 4. The appointment of a Receiver under the Turnover Statute, Chapter 31, is a matter within the Court's discretion and within that discretion these Courts have chosen to require some of the Chapter 64 requirements to help give guidance to these Justice Courts; such as:
 - Qualifications to be a Receiver; requiring a Bond; a Receiver's Oath; a list of a Receiver's General Powers and Duties; etc.

PURPOSE OF A TCPRC 31.002 TURNOVER

The *purpose* of a CPRC 31.002 Turnover is to aid the judgment creditor who cannot otherwise reach property to satisfy their judgement.

Following the purpose of the law:

- A judgment creditor is entitled to aid from a court of appropriate jurisdiction to reach property owned by the debtor that is not exempt from attachment, execution or seizure to obtain satisfaction on the judgment.
- The non-exempt property owned by the debtor includes present or future rights to said property.
- There is no requirement that the creditor must show that the non-exempt property cannot readily be attached to or levied on by ordinary legal process.

AUTHORITY OF THE JUSTICE COURTS IN TURNOVER PROCEEDINGS

The Justice Courts have authority over matters of Turnover and Receiver and this authority comes from:

- Texas Rule of Civil Procedure 303 (TRCP) "Court Shall Enforce It's Decrees" "the Court shall cause its judgments and decrees to be carried to execution... and in such may enforce its judgments by attachment, fine and imprisonment"
- 2. After a trial court's plenary power has expired, it retains the inherent power to enforce its judgments.

- 3. Although the Turnover Statute does not make it clear, this Local Rule deems that the "court of appropriate jurisdiction" in a Turnover proceeding is the Justice Court that granted the judgment.
- 4. Considering all relevant statutes, existing case law and without specific statutory authority that either grants or denies a Justice Court the authority to issue an Order of Turnover, these Justice Courts acting within TCPRC 31.002 have the discretion and authority over turnover matters.

HOW THE TURNOVER/RECEIVER PROCESS TYPICALLY BEGINS

The request for a Turnover/Receiver typically begins:

- 1. With an Attorney for the judgment creditor filing an *Application for Turnover After Judgment and for Appointment of a Receiver*. (Sometimes, the Application may be called a Motion);
- 2. The Application/Motion names the judgment debtor, now respondent, and may provide wording that the debtor may be served in some manner, usually by certified mail. However, most Applications do not ask that the debtor be served, in fact most all request that the receiver be appointed Ex Parte;
- 3. The Application lays out a narrative to meet the requirements of the 31.002 statute such as: the judgment is final; creditor is entitled to aid from the court; notice and hearing is not required, seeks an ex parte hearing; name a proposed Receiver; no bond should be required; Receiver compensation; etc.
- 4. With this Application/Motion is also sent a Proposed Order of Turnover and Appointing a Receiver

GENERAL REQUIREMENTS FOR TURNOVER

The following are general requirements necessary to meet the purpose of TCPRC 31.002 Turnover (to aid a judgment creditor who cannot otherwise reach property to satisfy their judgement):

1. The creditor must have obtained a judgment;

- 2. The property owned by the debtor must be non-exempt (see Texas Property Code Chapter 42); and,
- 3. The creditor must present to the Court that granted the judgment some evidence of the judgment and property's non-exempt status; and,
- 4. With no specific guidance in TCPRC 31.002, whether this evidence presented to the Court is to be conducted by a hearing or ex parte. Case law showing that a Court may grant a post-judgment order ex-parte without violating the due process rights of a Debtor, the Justice Courts may issue such Turnover and Receiver Order ex parte; however,
- 5. These Justice Courts, absent an evidence based showing as to why ex parte is necessary, will require notice of hearing be sent to the debtor; and,
- 6. Under TCPRC 31.002 (b) the Court *may*, order turnover means that the decision is discretionary and not mandatory; and,
- 7. Although the language of 31.002 (a) states that a judgment creditor is entitled to aid from the court, this does not make ordering turnover mandatory. Case law supports that the decision to order Turnover lies within the sound discretion of the Court and entitlement requires proof.

THE COURT'S OPTIONS UNDER TCPRC 31.002(b)

The Court *may*:

(1) Order the judgment debtor to turn over non-exempt property... to a designated sheriff or constable for execution;

(2) Otherwise apply the property to the satisfaction of the judgment (permitting the court to order property to be placed into the registry of the court and not allow property to be turnover to the creditor); or,

(3) Appoint a receiver with the authority to take possession of non-exempt property, sell it, and pay the proceeds to the judgment creditor to satisfy the judgment.

TURNOVER AND RECEIVER APPLICATIONS AND ORDERS –

JUSTICE COURT - REQUIREMENTS & GENERALLY ACCEPTABLE REQUESTS

The following is list of requirements and generally acceptable requests for Turnover and Receiver Motions and Orders submitted to these Justice Courts.

- The Court of appropriate jurisdiction is exclusively the Justice Court that granted the judgment.
- The Courts, within their sound discretion, may require certain information be included or excluded within any Application, and may at any time limit the authority and powers granted to a Receiver within any Order.
- All Orders must be clear and concise:
 - (a) written so both the Court and the Receiver have a clear understanding of the terms;
 - (b) understand the extent of the duties/authority and responsibilities of the Receiver; and,
 - (c) provides confidence to the Court that the Order enables the Receiver the ability to understand and follow the Order without having to interpret their duties or the extent of their duties within the Order
- The Court within its discretion may consider the burden or expense of the proposed Order and the likely benefit; taking into account the amount of the judgment and setting reasonable time periods and limitations on Orders while always cognizant of the purpose of the Turnover statute.
- Applications must contain sufficient evidence that establishes all the necessary conditions and requirements of 31.002 including but not limited to:
 - (a) Information identifying the specifics of the underlying final judgment and an exhibit of the judgment provided;
 - (b) Provide information describing the property as non-exempt and sufficient enough for the Court to understand what is sought and provide some limitation to the Order without requiring the property be specifically identified in the Order. For example, a general laundry-list to provide some limitation to the Order (Note: The property does not need to be property that cannot be readily attached or levied on by ordinary legal process.)

- (c) The judgment creditor must submit sufficient evidence, which may be by affidavit, that the judgment debtor has non-exempt property subject to the order.
- (d) Address notice and opportunity for the creditor to appear for a hearing on the motion or whether the Order is sought ex parte.
 - <u>Note</u>: These Courts strongly prefer notice and opportunity for the debtor to appear. Any ex parte request absent evidence demonstrating why ex parte is necessary will be denied and require notice of hearing be sent to the debtor.
- (e) Name and identify the proposed Receiver to include: complete contact information; whether the Receiver is an attorney; experience as a Receiver; and a curriculum vitae or resume.
- (f) Proposed method to compensate the Receiver, fees and costs.
- (g) Information about a Receiver's oath and bond.
- **Proposed Orders** Appointing a Post-Judgment Receiver must recite that all the necessary conditions and requirements of 31.002 have been met, reference the Motion and include but not limited to:
 - (a) Identifying the specifics of the underlying final judgment (amount awarded as damages, any pre and post-judgment interest, balance due on the judgment at the time of filing, etc.)
 - (b) Provide the name and complete contact information of the Receiver
 - (c) State that the Receiver is granted the authority to take possession of the non-exempt property, sell it and pay the proceeds to the judgment creditor to the extent required to satisfy the judgment
 - (d) State that the Order does not authorize that the property be turned over directly to the judgment creditor
 - (e) Provide language that the Order does not require the turnover of the proceeds of, or the disbursement of, property exempt under any statute and does not compel turnover of the homestead, checks for current wages or cash on hand or other exempt property of the judgment debtor
 - (f) Describe the extent of the Receiver's authorized powers and authority
 - (g) Generally, a Receiver's powers and authority should be limited
 - (h) Reasonable limitations on powers and authority may include the taking of
 - financial accounts such as bank accounts, money market accounts and

certificates of deposit or similar accounts owned by the debtor but held by a third party and includes all financial records related to such property

(i) Additional powers, such as obtaining information from third-parties holding financial records and obtaining credit reports and related information is acceptable; yet, all powers and authority should be clear, concise and limited

(j) Orders granting Turnover and Receiver must have set time limitations

(k) Courts prefer wording that the Receivership terminates 180 days after the date of the Order, unless there is an ongoing payment plan and written agreement with the debtor or an extension is requested by the Receiver and granted by the Court

(I) Without sufficient evidence and showing of essential necessity, no Order will extend beyond one-year after the date of the Order; however, even essential necessity orders will terminate 5-years (60 months) from the date of issuance of the Order

(m) The Order should set out the Receiver's fees as compensation, reasonable costs and expenses incurred and how these are to be taxed against the debtor in addition to those sums provided for in the judgment

(n) The order should set whether a Bond is required, if so to whom it is made payable to; however, if required by the Courts any bond will be nominal, fair and reasonable

(o) A Receiver's oath of office is required and shall be returned to the Court within 10-days of the signing of the Order

(p) State that the Receiver shall not disburse to the Judgment Creditor funds recovered by the receiver without the judgment Debtor's written consent or Court Order

(q) State that the Receiver shall provide the Court with an Order to Terminate Receivership and Discharge Receiver if no funds were recovered. If funds were recovered, the Receiver shall provide the Court a written inventory of all property taken within 30 days of the termination of an Order

RECEIVER FEES AND COMPENSATION

• Once an Order is granted the judgment creditor is entitled to recover reasonable costs and attorney's fees including those incurred by the appointment of and actions undertaken by the Receiver; yet,

- It is within the Court's discretion to determine what is reasonable particularly when determining what's expressed, in most proposed orders, as a "usual and customary post-judgment turnover receiver's fee"
- Proposed Orders can include Receiver fees to be set at an hourly rate. Other Orders set the fees as a "percentage of the funds" wording yet, also include that the percentage is "subject to a later determination as to the reasonableness by the Court or the judgment debtor's written agreement before the fee is paid"
- Whichever fee is proposed, hourly, percentage or a combination of both, Receiver's fees/compensation should be set conditionally and subject to later proof by the Receiver that the work was performed and the results justify the fee and costs
- Once proven as reasonable costs and fees including attorney fees, they may be taxed as costs against the judgment debtor from funds collected by the Receiver during the performance of their receivership duties
- Again, whatever fee order is initially approved by the Court, before fees are paid and in order to be paid, the Receiver must later submit a request to the Justice Court for approval
- From case law: A Receiver's fees should be measured by the value of the services rendered and the results which are accomplished by the Receiver

TURNOVER & RECEIVER – LIMITATIONS

- Cognizant of the purpose of the Turnover statute, these Justice Courts will make an effort to impose reasonable limits while preserving the right of a judgment creditor seeking aid from the Court to reach property owned by the judgment debtor to satisfy their judgement.
- Although some cases, if supported by evidence and proof of facts may warrant otherwise, the following is a partial list of powers that will not be granted by these Justice Courts, absent a strong showing of special circumstance:
 - 1. Orders that grant the Receiver the broadest powers allowed by law;
 - 2. Obtaining possession of and opening a debtor's mail;
 - 3. Locking a debtor out, changing locks, of his home or business;
 - 4. Permitting a Receiver to collect cash on hand;

- 5. Interruption of any of a debtor's utilities;
- 6. Ordering law enforcement (Constable, Sheriff) to act at the receiver's direction without Court Order or Writ
- 7. Overly broad Orders that require third parties to act or otherwise perform at the Receivers discretion and direction;
- 8. Orders permitting the Receiver to be appointed Master in Chancery
- 9. Additionally, under 31.002 (f), a Court may not enter an order that requires the turnover of the proceeds or disbursement under any statute including Property Code 42.001 (b)(1) which exempts current wages for personal services, therefore; such exempt status extends to paychecks, retirement checks and other similar assets after received by a judgment debtor

ENFORCEMENT OF ORDERS

- The Court may enforce the Order by contempt proceedings or by other appropriate means in the event of refusal or disobedience
- In such matters, the Court will examine the refusal/disobedience against the clarity of the order alleged to be violated and judicial constraint will be the Court's first choice
- At a hearing, contempt will be considered and used only when the provided sufficient proof of facts and evidence clearly warrants same

See - EXAMPLE of an

APPLICATION AND ORDER APPOINTING A POST JUDGMENT RECEIVER – LIMITED RECEIVERSHIP

FILED 6/5/2024 12:00 AM Judge Ralph Swearingin Justice of the Peace, Precinct 1 Tarrant County

CAUSE NO. JP01-22-DC000

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Judgment Creditor,

vs.

Judgment Debtor(s).

IN THE JUSTICE COURT

PRECINCT 1 PLACE 1

OF TARRANT COUNTY, TEXAS

PLAINTIFF'S MOTION TO APPOINT POST-JUDGMENT RECEIVER <u>PERCY T. BEARD</u> PURSUANT TO CPRC 31.002 (LIMITED RECEIVERSHIP)

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES Plaintiff (hereinafter referred to as "Judgment Plaintiff") and files this *Motion to Appoint a Post-Judgment Receiver Percy T. Beard Pursuant*

to CPRC 31.002 (Limited Receivership) seeking a receivership against Judgment Defendant

(hereinafter referred to at times as "Judgment Defendant"), and in support thereof would respectfully show unto the Court the following:

FINAL JUDGMENT

2. On or about April 19, 2023, **Construction** obtained a Judgment against Judgment Defendant by this Court in the above-styled case for \$1,813.67, plus accrued pre-judgment interest in the amount of \$0.00, plus attorneys fees in the amount of \$0.00, plus taxable costs of court of \$140.00; with post-judgment interest to accrue thereon as allowed by law at a rate of 7.75%. (hereinafter referred to as the "Judgment"). As of the filing of this Application, the amount which remains due and owing on the Judgment is \$2,104.71.

JUDGMENT DEFENDANT HAS BEEN UNCOOPERATIVE

3. Good faith efforts have been made to collect the balance due, including sending a demand letter, filing and serving the lawsuit on the Defendant, and obtaining judgment.

4. Despite the forgoing good faith efforts to collect on the Judgment, Judgment Defendant has been uncooperative and failed to pay the Judgment. Please see Plaintiff's Unsworn Declaration in Support of Motion to Appoint Post-Judgment Receiver Pursuant to CPRC 31.002 as **Exhibit "B"**. As such, Judgment Plaintiff is requesting aid from this Court to collect the Judgment.

COURT APPOINTED RECEIVER TO AID IN COLLECTING JUDGMENT

5. Civil Practice and Remedies Code section 31.002 (a) specifically provides that *a "judgment creditor is entitled to aid from a court of appropriate jurisdiction…"* and section §31.002 (a)(3) provides *for the appointment of a receiver to collect the debt*. Judgment Defendant has not paid the judgment; the Judgment Defendant is believed to own property, including present or future rights to property that cannot be readily attached or levied on by ordinary legal process; and the property is not exempt from attachment, execution, or seizure for the satisfaction of liabilities.

NON-EXEMPT PROPERTY NOT READILY ATTACHED

6. Plaintiff, after having conducted Post Judgment Discovery, has reason to believe that Judgment Defendant has a bank account holding non-exempt funds.

EX PARTE APPOINTMENT OF POST-JUDGMENT RECEIVER

7. Under the turnover statute, a court may appoint a receiver *ex parte* with the authority to take possession of the nonexempt property, sell it, and pay the proceeds to the judgment creditor to the extent required to satisfy the judgment. See Tex. Civ. Prac. & Rem. Code § 31.002(b)(3); *Ex Parte Johnson*, 654 S.W.2d 415, 418 (Tex. 1983) (stating that notice and hearing prior to issuance of the turnover order was not required under predecessor statute); *In re Guardianship of Bays*, 355 S.W.3d 715, 720 (Tex. App.-Fort Worth 2011, no pet.); *Ross v. 3D Tower Ltd.*, 824 S.W.2d 270 (Tex. App.--Houston [14th Dist.] 1992, writ denied); Sivley v. Sivley, 972 S.W.2d 850, 860 (Tex.

App.-Tyler 1998, no pet.) ("The [turnover] statute itself does not provide for notice or a hearing to be afforded a judgment debtor in a turnover proceeding."); *Plaza Court v. West*, 879 S.W.2d 271, 276 (Tex. App.--Houston [14th Dist.] 1994, no writ.) (noting the turnover statute does not provide for notice to be afforded a judgment debtor in a turnover proceeding).

8. If made aware of the receivership proceeding, there is a possibility Judgment Defendant will dispose of the property or place it beyond the reach of the Receiver. The Court considering the *ex parte* application can build in protection for the Judgment Defendant into an *ex parte* Order by requiring a further order from the court concerning the disposition of the property in question by the Receiver, and maintaining the status quo during the interim. As such, the proposed Receivership Order prevents disbursement of any recovered funds without an additional order of the Court or Judgment Defendant's consent.

REQUESTED POST-JUDGMENT RECEIVER

9. Judgment Plaintiff requests the Court to appoint a receiver pursuant to section 31.002(b)(3), to take possession of the nonexempt assets and documents related to the assets to satisfy the judgment, including the receiver's fee and costs.

PROPOSED RECEIVER

10. Judgment Plaintiff respectfully requests this Court to appoint the following attorney as Receiver of the Judgment Defendant's above-stated non-exempt property:

Percy T. Beard The Receivers Office

Mr. Beard has served as a turnover receiver in numerous cases and has consented to serve as the

receiver in this case. A true and correct copy of Mr. Beard's Curriculum Vitae is attached hereto and incorporated herein for all purposes by reference as **Exhibit "C"**.

COMPENSATION TO RECEIVER

11. Judgement Plaintiff respectfully requests this Court order Judgment Defendant to pay as the receiver fee the usual, customary, and necessary 25% of the proceeds recovered during the receivership to the Receiver as compensation for receiver services, and that such compensation shall be paid by Judgment Defendant to the Receiver in addition to the amounts owed to Judgment Plaintiff. Judgment Plaintiff further requests this Court order Judgment Defendant to pay Receiver all out of pocket expenses directly related to the recovery of Judgment Defendant's property in this receivership. Judgment Plaintiff further requests the receiver fee and costs be taxed as costs against Judgment Defendant.

NO RECEIVER BOND REQUIRED

12. This is a *Post-Judgment* receivership pursuant to CPRC §31.002. The decision whether to require a receiver's bond lies with the Court's discretion. Unlike a bond in a receivership under TRCP 695a to protect the defendant of a wrongfully appointed receiver, the Judgment Plaintiff has already won the Judgment. Judge Hittner's article addressed the need, or lack thereof, for a bond in the event of the appointment of a post-judgment receiver under the Turnover Statute:

There is a strong view that since the underlying obligation has been determined by final judgment, *the judgment debtor will not be harmed if no bond, or merely a nominal bond, is required*. Any bond which may be required should be carefully framed so as not to indemnify the judgment debtor in the traditional sense, as the righteousness of the appointment should have been fully litigated in any hearing pursuant to the new statutes.

Childre v. Great Sw. Life Ins. Co., 700 S.W.2d 284 (Tex. App.--Dallas 1985, no writ) (quoting David Hittner, *Texas Post-Judgment Turnover & Receivership Statutes*, 45 Tex. Bar J. 417, 420 (1982). Judgment Plaintiff respectfully requests this Court to order that no bond for the Receiver be

required in this post-judgment matter, but only that the Receiver file an Oath to perform the Receiver's duties.

13. Alternatively, any bond required should not be in an amount that would act as a prohibitive cost or make it economically impossible for Judgment Plaintiff to use the remedies provided in the Turnover Statute. *See Id.* at 289 (quoting Judge Hittner, *supra*, at 420).

[Continued on Next Page]

PRAYER

WHEREFORE, PREMISES CONSIDERED, Judgment Plaintiff respectfully requests that the Court appoint Percy T. Beard as Receiver to collect the judgment in this case, award attorney's fees, and provide for the payment of fees and costs to the Receiver.



Respectfully submitted,

ATTORNEYS FOR PLAINTIFF

JP01-22-DC000

FILED 4/18/2023 4:19 PM Judge Ralph Swearingin Justice of the Peace, Precinct 1 Tarrant County

P	ain	tiff.	
	am	um,	

vs.

Defendant.

IN THE JUSTICE COURT

RECEIVED 04/21/2023

PRECINCT 1 PLACE 1

TARRANT COUNTY, TEXAS

DEFAULT JUDGMENT

On this day came on for consideration Plaintiff's Motion for Entry of Default Judgment in the above-styled and numbered cause. The Court, having reviewed the records of this Court and the evidence presented by Plaintiff's Motion, FINDS that the Defendant **Court**, though served with Citation, have failed to answer Plaintiff's petition, that the Citation has been filed with the Court for the requisite period as provided for by the Rules, and that Plaintiff has established the amount of its damages; therefore, the Court GRANTS Plaintiff's Motion for Entry of Default Judgment.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that judgment is entered for Plaintiff against Defendant and the following amounts:

Damages:

\$ 1,813.67

\$140.00 Plus all Cost of Court; for which let execution issue.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this judgment shall accrue interest from the date hereof until satisfied, at the rate of 7.75% per annum.

Please Note:

- You may appeal this judgment by filing a bond, making a cash deposit, or filing a Statement of Inability to Afford Payment of Court Costs within 21 days after this judgment was signed. See Texas Rule of Civil Procedure 506.

- If you are an individual (not a company), your money or property may be protected from being taken to pay this judgment. Find out more by visiting www.texaslawhelp.org/exempt-property. / Si usted es una persona física (y no una compañía), su dinero o propiedad pudieran estar protegidos de ser embargados como pago de esta deuda decretada en juicio en contra suya. Obtenga mayor información visitando el sitio www.texaslawhelp.org/exempt-property.

Entered this _____ day of _____ April 19, 2023 _____, 20____.

4/19/2023 3:31:03 PM

JUDGE PRESIDING Ralph Swearingin Jr. Justice Court, Pct. 1 100 W. Weatherford St., Rm 450 Fort Worth, TX 76196-0242



Approved and Entry Requested

UNSWORN DECLARATION IN SUPPORT OF MOTION TO APPOINT POST-JUDGMENT RECEIVER PURSUANT TO CPRC 31.002

Pursuant to Texas Civil Practice and Remedies Code ("TCPRC") §132.001, the undersigned attorney hereby submits the following unsworn delcaration in support of the foregoing Motion to Appoint Post-Judgment Receiver under TCPRC §31.002:

1. "My name is **and my** date of birth is **and my** address is **and my address** is **and**

2. I am an attorney for the Plaintiff ("Plaintiff"). On or about 4/19/2023, judgment was awarded by this Court against in Case Number JP01-22-DC000 in the amount of \$1813.67, plus taxable costs of court and post judgment interest at the rate of 7.75% ("the Judgment").

3. The Judgment is in all things final, valid, and subsisting, and as of the date of the filing of this application, it is unsatisfied. As of the generation of the Application on May 15, 2024, the amount which remains due and owing on the Judgment is \$2,104.71. No Supersedeas Bond has been filed or approved.

4. Based upon my review of the file, good faith efforts were made to collect on the amount due from Defendant, including the specific actions outlined in the Motion. Despite these good faith efforts to collect the balance due, the Judgment remains unsatisfied.

5. Plaintiff is the owner/holder of the judgment and is the current plaintiff-in-judgment. This appointment of a receiver is not sought to injure the Defendant."

Executed in Dallas County, State of Texas, on May 30, 2024.



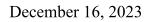


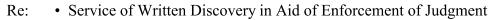
- Cover Letter
- Judgment Creditor's First Set of Written Discovery in Aid of Enforcement of Judgment

INSTRUCTIONS

- Complete Written Discovery
- Return Written Discovery

IN ACCORDANCE WITH 15 U.S.C. 1692e, PLEASE BE ADVISED THAT THE PURPOSE OF THIS CORRESPONDENCE IS TO COLLECT A DEBT AND THAT ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.





In re: Judgment rendered in the matter of **Sector** vs. **Sector**, Cause No. JP01-22-DC000**1**, in the Tarrant County Justice Court, Precinct 1 Place 1, Tarrant County, Texas.

Dear .

As you are aware, **and the above-referenced matter (the "Judgment"**). As of todays date there remains the amount of \$2,039.59 due and owing on the Judgment.

Enclosed please find Judgment Creditor's First Set of Written Discovery in Aid of Enforcement of Judgment (the "Written Discovery").

If you would like to discuss settlement, please contact us at and/or

Sincerely,

Enclosures

JP01-22-DC000		
	§ IN THE JUSTICE COURT	
Plaintiff,	§	
	§	
vs.	§ PRECINCT 1 PLACE 1	
	§	
	§	
Defendant.	§ TARRANT COUNTY, TEXAS	

JUDGMENT CREDITOR'S FIRST SET WRITTEN DISCOVERY IN AID OF ENFORCEMENT OF JUDGMENT

TO:

[Note: Electronically Signed

Pursuant to Tex.R.Civ.Proc. Rule 21(7)]

RE: Judgment rendered in the matter of the second vs. Cause No. JP01-22-DC000 in the Tarrant County Justice Court, Precinct 1 Place 1, Tarrant County, Texas.

Pursuant to Tex.R.Civ.P. 621a, 196, 197 and 198, the above-referenced judgment creditor of a Final Judgment rendered in the above-styled and numbered cause serves this, its *Judgment Creditor's First Set of Written Discovery in Aid of Enforcement of Judgment*.

Defendant must respond to the Judgment Creditor's requests in writing within thirty (30) days of service and Defendant is instructed to produce the requested documents for inspection and copying at the offices of Scott & Associates, PC, 1120 Metrocrest Dr., Ste. 100, Carrollton, Texas 75006; said production to occur on that date.

Respectfully submitted,	



SERVICE

The foregoing Judgment Creditor's First Set of Written Discovery in Aid of Enforcement of Judgment was served upon the defendant by forwarding same to

Date: 12/17/2023



RELEVANT PORTIONS OF THE TEXAS RULES OF CIVIL PROCEDURE

Requests for Production:

Pursuant to the Texas Rules of Civil Procedure Rule 196.2, the above-named Defendant, as the responding party, "must serve a written response on the requesting party within 30 days after service of the request" and "[w]ith respect to each item or category of items, the responding party must state objections and assert privileges as required by these rules, and state, as appropriate, that: (1) production, inspection, or other requested action will be permitted as requested; (2) the requested items are being served on the requesting party with the response; (3) production, inspection, or other requested action will take place at a specified time and place, if the responding party is objecting to the time and place of production; or (4) no items have been identified-after a diligent search--that are responsive to the request."

Interrogatories:

Pursuant to the Texas Rules of Civil Procedure Rule 197.2, *the above-named Defendant "must serve a written response on the requesting party within 30 days after service of the interrogatories"* and "[a] responding party--not an agent or attorney as otherwise permitted by Rule 14--must sign the answers under oath except that: (1) when answers are based on information obtained from other persons, the party may so state, and (2) a party need not sign answers to interrogatories about persons with knowledge of relevant facts, trial witnesses, and legal contentions."

Requests for Admissions:

Pursuant to the Texas Rules of Civil Procedure Rule 198.2, *the above-named Defendant "must serve a written response on the requesting party within 30 days after service of the request"* and "[u]nless the responding party states an objection or asserts a privilege, the responding party must specifically admit or deny the request or explain in detail the reasons that the responding party cannot admit or deny the request..."

*Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repayment.

NOTICE - Pursuant to Texas Rules of Civil Procedure Rule 198.2(c), if a response to a Request for Admission is not timely served, the request is considered admitted without the necessity of a court order.

INSTRUCTIONS

A. The information which is sought herein concerns not only the knowledge of the specific person(s) answering, but also the knowledge and information possessed by or subject to the control of the Defendant, his/her officers, employees, partnerships, attorneys, investigators, experts, consultants and all other agents, as well as to all persons acting on behalf of any and all such persons/entity.

B. The information requested herein should be answered in context with the definitions and instructions herein provided.

C. No answer is to be left blank. If the answer to an Interrogatory is "none" or "unknown", the word "none" or "unknown" should be written in the answer. If the answer is inapplicable, "N/A" should be written in the answer.

D. These Interrogatories and Requests for Production of Documents are to be deemed continuing until the judgment has been satisfied in full. If additional information within the scope of an Interrogatory or Request for Production of Documents becomes known or available to the Defendant after Defendant serves his/her responses upon the Judgment Creditor, Defendant shall promptly furnish such additional information to the Judgment Creditor by way of supplemental responses.

E. You are to segregate documents produced according to the particular numbered request to which they respond, and in producing the requested documents, to indicate which documents pertain to which numbered request.

DEFINITIONS

For the purposes of these Interrogatories and Requests for Production of Documents, unless otherwise clearly indicated, the following definitions and instructions shall apply:

1. The term "documents" shall mean all writings of every kind, source, and authorship, both originals and all nonidentical copies thereof, irrespective of whether the writing is one intended for or transmitted internally by the Defendant, or intended for or transmitted to any other person or entity, including without limitation any government agency, department, administrative, or private entity or person. The term shall include handwritten, typewritten, printed, photocopied, photographic, or recorded matter. It shall include communications in words, symbols, pictures, sound

recordings, films, tapes, and information stored in, or accessible through, computer or other information storage or retrieval systems, together with the codes and/or programming instructions and other materials necessary to understand and use such systems. For purposes of illustration and not limitation, the term shall include: affidavits; agendas, agreements; analyses; announcements; bills, statements, and other records of obligations and expenditures; books; brochures; bulletins; calendars; canceled checks, vouchers, receipts and other records of payments; charts, drawings; check registers; checkbooks; circulars; collateral files and contents; contracts; corporate by-laws; corporate charters; correspondence; credit files and contents; deeds of trust; deposit slips; diaries, drafts; files; guaranty agreements; instructions; invoices; ledgers, journals, balance sheets, profit and loss statements, and other sources of financial data; letters; logs, notes, or memoranda of telephonic or face-to-face conversations; manuals; memoranda of all kinds, to and from any persons, agencies, or entities; minutes; minute books; notes; notices; parts lists; papers; press releases; printed matter (including published books, articles, speeches, and newspaper clippings); purchase orders; records; records of administrative, technical, and financial actions taken or recommended; reports; safety deposit boxes and contents and records of entry; schedules; security agreements; specifications; statement of bank accounts; statements, interviews; stock transfer ledger; technical and engineering reports; evaluations, advice, recommendations, commentaries, conclusions, studies, test plans, manuals, procedures, data, reports, results, and conclusions; summaries, notes, and other records and recordings of any conferences, meetings, visits, statements, interviews or telephone conversations; telegrams; and other communications sent or received; transcripts of testimony; UCC instruments; workpapers; and all other writings, the contents of which relate to, discuss, consider, or otherwise refer to the subject matter of the particular discovery requested.

2. "Persons" means any natural person, firm, corporation, financial institution any governmental agency or entity, joint venture, association, or any other form of business organization.

3. As used herein, the terms "you", "your", and "yourself" shall each refer to the Defendant to whom this Judgment Creditor's First Set of Written Discovery in Aid of Enforcement of Judgment is directed, as well as any spouse, relative, officer, employee, partner, attorney, investigator, expert, consultant and/or other agent acting on behalf of Defendant.

4. When any corporation, firm, joint venture, association or other form of business association is mentioned, it is deemed to include all its predecessors in interest, parents, subsidiaries, division and affiliates.

5. When an Interrogatory asks you to identify a natural person, the answer shall state:

- a. his/her full name;
- b. his/her present residence address and telephone number and, if that is not known, the answer shall so state and provide his/her last known residence address and telephone number and the last known date that he/she did business there.
- c. his/her present employer or business affiliation and job title;
- d. his/her present business address and telephone number, and if that is not known, the answer shall state and shall provide his/her last known business address and telephone number and the last known date that he/she did business there.

6. When an Interrogatory asks you to identify a document, the answer shall state the following with respect to each document:

- e. the title, heading or caption of such document, if any;
- f. the identifying or descriptive number(s), letter(s), or combination thereof, if any, and the significance or meaning of such number(s) or combination thereof;
- g. the date appearing on such document and if no date appears thereon, the answer shall so state and shall give the date, or approximate date, on which such date document was prepared;
- h. the general nature or description of such document (i.e., whether it is a letter, memorandum, minutes of meeting, etc.) and the number of pages of which it consists;
- i. the identity of person who signed such document and, if it was not signed, the answer shall so state and shall give the identity of the person(s) who prepare it;
- j. if the document is an agreement or contract, separately identify the parties thereto as well as each of

the signatures of the respective parties and if the agreement or contract was supplemented, identify each such amendment or supplement;

- k. the general subject matter of such documents;
- 1. The location(s) where the documents has been stored at all times from the first time that you became aware of the document to the present date, the identity of the person(s) presently having possession, custody and/or control of such document; and
- m. whether or not any draft, copy or reproduction of such document contains any postscript, notation, change or addendum not appearing on such document itself; and if so, the answer shall identify each such draft, copy or reproduction.

The foregoing information shall be given in sufficient detail to enable Plaintiff's counsel to (1) identify fully the document sought to be produced, (2) know what such document is and to retrieve it from a file or wherever it may be located, and (3) determine what was produced is, in fact, the document so identified.

In lieu of identifying a document as specified above, Defendant may produce such document for inspection and copying by Judgment Creditor and if this alternative is selected, Defendant shall so state.

If any document sought to be identified by these Interrogatories or to be produced pursuant to these Requests for Productions was, but is no longer in your possession, custody or control, or in existence, state whether it is missing or lost, has been destroyed, has been transferred, voluntarily or involuntarily, to others, or otherwise has been disposed of. In each instance explain the circumstances surrounding the disposition of the document and state the date or approximate date in which it passed from your possession, custody or control or on which it ceased to be in existence.

Should you deem to be privileged any document concerning which information or identification is requested by any of the following Interrogatories, or, the production of which is requested in these Requests for Production, you shall identify such documents in the manner above indicated, and in addition, shall indicate that you claim privilege therefor, and shall briefly state the ground on which the claim or privilege rests.

7. When an Interrogatory asks or requires you to identify a corporation, firm partnership, proprietorship, or other form of business association or venture, the answer shall state:

a. its full name, together with statutory agent, if any;

b. the address of the principal place of business and all other places of business present or last known.

8. Unless otherwise specified in a particular request the "Time Period" for production shall be January 1, 2008, to the present.

9. Please note that you are under a duty to produce all documents in your possession, custody, or control which includes not only documents in your actual possession, but also includes documents under your control including documents that can be obtained from a third party upon request.

10. Please note that a request is also specifically made for production of any data or information that exists in electronic or magnetic form. Any such information should be placed on CD, DVD or USB Drive. You are under a continuing duty to produce documents that come into your possession, custody or control subsequent to the production date that is responsive to these discovery requests.

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REQUEST FOR ADMISSIONS

REQUEST FOR ADMISSION NO. 1: Admit that you have a bank account.

RESPONSE:

<u>REQUEST FOR ADMISSION NO. 2</u>: Admit that your bank account cannot be readily attached or levied on by ordinary legal process.

RESPONSE:

<u>REQUEST FOR ADMISSION NO. 3</u>: Admit that funds located in your bank account are not exempt from attachment, execution, or seizure that would prevent them from being credited toward the Judgment.

RESPONSE:

<u>REQUEST FOR ADMISSION NO. 4</u>: Admit that funds located in your bank account are not proceeds of exempt property.

<u>REQUEST FOR ADMISSION NO. 5</u>: Admit that you do not possess property within the State of Texas and subject to execution which is sufficient to satisfy the Judgment.

RESPONSE:

INTERROGATORIES

INTERROGATORY NO. 1: What is your full first, middle and last name?

ANSWER:

INTERROGATORY NO. 2: If you have an ownership interest in any real property (land), **for each parcel**, please state:

a. The address and legal description of the property.

ANSWER:

INTERROGATORY NO. 3: If you maintain any business, personal or joint savings account, checking account, certificate of deposit, money market account, individual retirement account, KEOGH account, or trust account (either as settler, trustee or beneficiary), for <u>each</u> such account state:

a. The name and physical address of the bank or institution holding the account.

ANSWER:

b. The name and number under which the account is held.

ANSWER:

c. Whether the account is business, personal or joint account.

ANSWER:

d. The balance of the account as of the date you answered these Interrogatories.

ANSWER:

e. The account number.

ANSWER:

INTERROGATORY NO. 4: If you are entitled to any money from any state, city, or federal government or agency or department thereof, please give the details thereof.

ANSWER:

INTERROGATORY NO. 5: If you or your spouse owe any debts, then state the name, address, and telephone number of each creditor, amount owed, the date the debt was incurred, and a description of any security given.

ANSWER:

INTERROGATORY NO. 6: Identify any bank account(s) that contain(s) any funds that are exempt from attachment, execution, or seizure that would prevent them from being credited toward the Judgment.

ANSWER:

INTERROGATORY NO. 7: Identify any bank account(s) that contain(s) any funds that are the proceeds of exempt property.

ANSWER:

REQUEST FOR PRODUCTION

I. BANK RECORDS

REQUEST FOR PRODUCTION NO. 1: Please produce any and all documents and records of checking, savings, or any other bank of account, foreign or domestic, maintained by you or your spouse with any bank of financial institution during the last five years, including but not limited to monthly account statements, checks, check registers, check stubs, canceled checks, and deposit slips.

RESPONSE:

<u>REQUEST FOR PRODUCTION NO. 2</u>: Please produce any and all documents that refer to, relate to, reflect or concern any transfers made to or from any financial account held for the benefit of yourself and/or your spouse by any third party, for the last five years.

RESPONSE:

<u>REQUEST FOR PRODUCTION NO. 3</u>: Please produce any and all signature cards that you and/or your spouse as an authorized signatory on any financial account, for any entity or other third party, for the past five years.

RESPONSE:

<u>REQUEST FOR PRODUCTION NO. 4</u>: Please produce any and all documents submitted to any bank financial institution, or any other person or entity, by yourself and/or your spouse, for any loan or advance, in any capacity (borrower, guarantor, or surety) for the past five years.

RESPONSE:

REQUEST FOR PRODUCTION NO. 5: Please produce any and all documents concerning any interest in, or claimed title to, any certificates of deposit, letters of credit, money orders, cashier's checks, traveler's checks, bank deposits or escrow funds owned or held by yourself and/or your spouse in the past five years.

RESPONSE:

<u>REQUEST FOR PRODUCTION NO. 6</u>: Please produce any and all documents related to any account in which any of your earnings or other income have been deposited in the past five years, whether you continued to have an interest in the account or not.

RESPONSE:

<u>REQUEST FOR PRODUCTION NO. 7</u>: Please produce any and all documents you and/or your spouse have showing authority to access any safe deposit box or other bank-secured area, for the last five years.

RESPONSE:

REQUEST FOR PRODUCTION NO. 8: If any of the bank accounts you have identified in response to any of the Requests for Admissions, Interrogatories and/or Requests for Production contain any funds that are exempt from attachment, execution, or seizure that would prevent them from being credited toward the Judgment or contain any funds that are the proceeds of exempt property, please produce any and all documents in your possession that support/demonstrate that such funds are exempt or are the proceeds of exempt property.

RESPONSE:

II REAL PROPERTY

<u>REQUEST FOR PRODUCTION NO. 9</u>: Please produce any and all documents that refer to, reflect, or relate to any real property owned by yourself and/or your spouse in the past five years.

RESPONSE:

<u>REQUEST FOR PRODUCTION NO. 10</u>: Please produce any and all documents evidencing ownership of real property in which you and/or your spouse enjoys a direct or indirect beneficial interest.

RESPONSE:

<u>REQUEST FOR PRODUCTION NO. 11</u>: Please produce any and all deeds/mortgages to which you and/or your spouse holds property as tenants by the entireties, tenants in common, community property, or joint tenants.

RESPONSE:

III. PERSONAL PROPERTY

<u>REQUEST FOR PRODUCTION NO. 12</u>: Please produce any and all documents evidencing any interest you and/or your spouse may have in any patents, trademarks, copyrights, franchises, royalties of any kind, oil and gas rights, timber rights, or mineral rights.

RESPONSE:

IV. BUSINESS INTERESTS/EMPLOYMENT

<u>REQUEST FOR PRODUCTION NO. 13</u>: Please produce any and all documents that identify the name and address of any person or entity that has employed yourself and/or you and spouse within the past five years.

RESPONSE:

<u>REQUEST FOR PRODUCTION NO. 14</u>: Please produce any and all documents referring in any way, directly or indirectly, to any and all businesses in which you and/or your spouse is a stockholder, partner, member, officer, director, owner, or registered agent.

RESPONSE:

V. INVESTMENTS

<u>REQUEST FOR PRODUCTION NO. 15</u>: Please produce any and all documents and records of stocks, bonds, mutual funds, debentures, certificates of deposit or any other investment vehicle owned or held for the benefit of yourself and/or your spouse.

RESPONSE:

<u>REQUEST FOR PRODUCTION NO. 16</u>: Please produce any and all rent rolls for all properties in which you and/or your spouse has had an ownership interest in for the past five years.

RESPONSE:

VI. GENERAL

<u>REQUEST FOR PRODUCTION NO. 17</u>: Please produce any and all financial statements that you and/or your spouse has or had prepared for any lender or creditor in the past five years.

RESPONSE:

<u>REQUEST FOR PRODUCTION NO. 18</u>: Please produce any and all professional licenses that are held by yourself and/or your spouse.

RESPONSE:

<u>REQUEST FOR PRODUCTION NO. 19</u>: Please produce any and all drivers licenses of yourself and/or your spouse.

RESPONSE:

<u>REQUEST FOR PRODUCTION NO. 20</u>: Please produce any and all divorce decrees and any affidavits submitted in any divorce proceedings in which you were involved during your adult life.

RESPONSE:

VERIFICATION OF ANSWERS

I, ______, being first duly cautioned and sworn, do testify under penalty of perjury that I am duly qualified and authorized in all respects to make this affidavit, that I have read the foregoing Answers to Interrogatories and Responses to Requests for Production, and that said Answers and Responses are within my personal knowledge and true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME on this ____ day of _____, 20__.

Notary Public, State of Texas

Percy T. BEARD

EDUCATION

ADMISSIONS/ORGANIZATIONS

PRACTICE AREAS



PROFESSIONAL EXPERIENCE

2006 - Present

1996 - 2007

FILED 6/5/2024 12:00 AM Judge Ralph Swearingin Justice of the Peace, Precinct 1 Tarrant County

CAUSE NO. JP01-22-DC000

§

§ § §

§ §

§

Judgment Creditor,

vs.

Judgment Debtor(s).

IN THE JUSTICE COURT

PRECINCT 1 PLACE 1

OF TARRANT COUNTY, TEXAS

ORDER APPOINTING RECEIVER

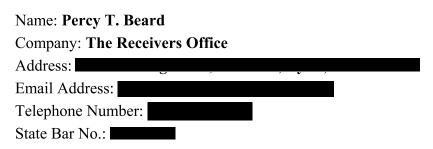
The court has considered Judgment Creditor's Application for Appointment of a Receiver under Texas Civil Practice and Remedies Code § 31.002. After reviewing the evidence and the court's file, the court **FINDS** that the judgment rendered in Cause No. JP01-22-DC000 is valid, final, and fully payable. The judgment awarded was \$1,953.67, including costs, with interest at the rate of 7.75% to be compounded annually. On May 15, 2024, the amount due and owing less any credits, payments, and offsets including post-judgment interest was \$2,104.71.

The court **FINDS** that the judgment remains unsatisfied; that Judgment Debtor owns property that is not exempt from attachment, execution, or seizure for the satisfaction of the judgment; and that Judgment Creditor is entitled to the court's aid in reaching Judgment Debtor's nonexempt property to satisfy the judgment.

The court also **FINDS**

It is therefore **ORDERED** that the following person ("Receiver") is appointed under Texas Civil Practice and Remedies Code § 31.002 with authority to take possession of Judgment Debtor's nonexempt property that is in Judgment Debtor's possession or is subject to Judgment Debtor's control, sell the property, and pay the proceeds to Judgment Creditor to the extent required to satisfy the judgment. Judgment Debtor's nonexempt property may include financial accounts, certificates of deposit, and money-market accounts held by a third party.

Receiver's Information:



Receiver's Additional Limited Powers: Receiver also has the following limited authority. Receiver may: (1) obtain Judgment Debtor's credit information and credit reports; (2) obtain Judgment Debtor's financial information and records from Judgment Debtor or a third party; (3) certify copies of this Order; and (4) negotiate and obtain installment payment agreements with Judgment Debtor, if Receiver reasonably believes that a payment agreement is the best option to satisfy the judgment and Receiver provides Judgment Debtor with the Notice of Personal Property Rights approved by the Supreme Court of Texas. Receiver cannot reduce the total balance owed under the judgment without Judgment Creditor's authorization.

Personal Property Rights of Judgment Debtor: Receiver must comply with Texas Rule of Civil Procedure 679b.

Turnover: Judgment Debtor and any third party in possession of Judgment Debtor's property is **ORDERED** to turn over to the Receiver Judgment Debtor's nonexempt property within 10 days after receipt of this Order.

Time Period: This Receivership terminates on **180 days after the date this Order is signed**, unless extended by the court on request of Judgment Creditor or Receiver and on good cause shown.

Receiver's Fee: Receiver's fee is conditionally set at **25%** of the funds collected during the receivership, subject to the Judgment Debtor's written agreement or later determination of reasonableness based on written agreement of the Judgment Debtor or proof of the work performed and the results obtained. The court-approved fee will be taxed as costs against Judgment Debtor, and Receiver may collect that fee from Judgment Debtor in addition to the amount collected to satisfy the judgment.

Receiver's Oath: Receiver must file an oath within ten (10) days of the signing of this order to perform their duties faithfully before action under this Order.

Receiver's Bond:

[X] No bond required; or

[] Receiver must execute a good and sufficient bond in the amount of \$______ before acting under this Order.

Receiver's Expenses: Receiver must provide an accounting or receipts of any reasonable and necessary expenses, including those for storage of any property seized, to the court. Court-approved expenses will be taxed as costs against Judgment Debtor, and Receiver may collect those expenses from Judgment Debtor in addition to the amount collected to satisfy the judgment.

Attorney's Fees: Judgment Creditor's reasonable attorney's fees will be taxed as costs against Judgment Debtor.

Receiver to Hold Property: Receiver must not disburse funds to Judgment Creditor or sell property within 14 days after serving Judgment Debtor with the Notice of Protected Property Rights, the Instructions for Protected Property Claim Form, and the Protected Property Claim Form approved by the Supreme Court of Texas, or within 17 days if service was by mail. If Judgment Debtor asserts an exemption, Receiver may only disburse funds to Judgment Creditor or sell property with Judgment Debtor's written consent or a court order.

ISSUED AND SIGNED , 20 .

Judge	Ralph Swearingin Jr.	,
	Justice Court, Pct. 1	10.57
Precinct	100 W. Weatherford St., Rm 450	- 12 •
-	Fort Worth, TX 76196-0242	
	County, Texas	s '



FILED 7/30/2024 12:00 AM Judge Ralph Swearingin Justice of the Peace, Precinct 1 Tarrant County

Cause No. JP01-23-DC000

IN THE JUSTICE OF THE PEACE COURT

Plaintiff

vs.

Defendant

TARRANT COUNTY, TEXAS

PRECINCT 1, PLACE 1

PLAINTIFF'S MOTION TO APPOINT POST JUDGMENT RECEIVER <u>ROBERT E. JENKINS PURSUANT TO CPRC 31.002</u> <u>(LIMITED RECEIVERSHIP)</u>

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES Plaintiff, **Motion to Appoint a Post-Judgment Receiver Robert E. Jenkins** Plaintiff"), and files this **Motion to Appoint a Post-Judgment Receiver Robert E. Jenkins Pursuant to CPRC 31.002 (Limited Receivership)** seeking a receivership against Judgment Defendant, (hereinafter referred to at times as "Judgment Defendant"), and in support thereof would respectfully show unto the Court the following:

Final Judgment: On March 1, 2024, Judgment Plaintiff obtained a Judgment against Judgment Defendant by this Court in the above styled cause for \$2,782.85 in damages, \$0.00 in attorney's fees and costs of court with post-judgment interest at 8.50% per annum (hereinafter referred to as the "Judgment"). The Judgment is just, due, unpaid, and remains unsatisfied. No Supersedeas Bond has been filed or approved.

Judgment Remains Unsatisfied: Since obtaining the Judgment, Judgment Plaintiff has made good faith effort(s) to collect on the Judgment. Despite Judgment Plaintiff's good faith effort(s) to collect on the Judgment remains unsatisfied. As such, Judgment Plaintiff is requesting aid from this Court to collect the Judgment.

Court Appointed Receiver to Aid in Collecting Judgment: Civil Practice and Remedies Code section 31.002 (a) specifically provides that a "*judgment creditor is entitled to aid from a court of appropriate jurisdiction...*" and section §31.002 (a)(3) provides *for the appointment of a receiver to collect the debt.* Judgment Defendant has not paid the judgment, the Judgment Defendant is believed to own property, including present or future rights to property, and the property is not exempt from attachment, execution, or seizure for the satisfaction of liabilities.

Non-Exempt Property: Judgment Defendant owns or has, or will have within its possession or control property interests, together with documents relating to the property, which is not exempt from attachment, execution, or any other type of seizure for the satisfaction of liabilities. A true and correct copy of the evidence of Judgment Defendant's non-exempt property is attached hereto and incorporated herein for all purposes by reference as Exhibit "A".

Ex Parte Appointment of Post-Judgment Receiver: Under the turnover statute, a court may appoint a receiver *ex parte* with the authority to take possession of the non-exempt property, sell it, and pay the proceeds to the Judgment Creditor to the extent required to satisfy the judgment. See Tex. Civ. Prac. & Rem. Code § 31.002(b)(3), Ex Parte Johnson, 654 S. W. 2d 415, 418 (Tex. 1983) (stating that notice and hearing prior to issuance of the turnover order was not required under predecessor statute); *In re Guardianship of Bays*, 355 S.W. 3d 715,720 (Tex. App.- Fort Worth 2011, no pet) *Ross v. 3D Tower Ltd.*, 824 S.W.2d 270 (Tex. App.--Houston [14th Dist.] 1992, writ denied); *Sivley v. Sivley*, 972 S.W.2d 850, 860 (Tex. App.-Tyler 1998, no pet.) ("The [turnover] statute itself does not provide for notice or a hearing to be afforded a judgment debtor in a turnover proceeding."); *Plaza Court v. West*, 879 S.W.2d 271, 276 (Tex. App.--Houston [14th Dist.] 1994, no writ.) (noting the turnover statute does not provide for notice to be afforded a judgment debtor in a turnover proceeding.")

If made aware of the receivership motion or proceeding, there is a possibility Judgment Defendant will dispose of the property or place it beyond the reach of the Receiver. The Court considering the **ex parte** Order by requiring a further order from the court concerning the disposition of the property in question by the Receiver, and maintaining the status quo during the interim. As such, the proposed Receivership Order prevents disbursement of any recovered funds without an additional order of the Court or Judgment Defendant's consent.

Limited Time Period: Plaintiff requests that Receivership terminate 120 days after the date the Receiver files his Oath, unless there is an ongoing payment plan that is agreed to in writing by the Judgment Defendant or there is an extension granted upon request by the Receiver or Plaintiff.

Requested Post-Judgment Receiver: Judgment Plaintiff requests the Court to appoint a receiver pursuant to section 31.002 (b)(3), to take possession of the nonexempt assets and documents related to the assets to satisfy the judgment, including the receiver's fee and costs.

Proposed Receiver: Judgment Plaintiff respectfully requests this Court to appoint the following attorney as Receiver of the Judgment Defendant's above-stated property: **Robert E. Jenkins** According to his Curriculum Vitae, Mr. Jenkins has served as a post-judgment turnover receiver in more than 1,000 cases for 266 courts in 80 counties, and he has consented to serving as the receiver in this case. A true and correct copy of Curriculum Vitae is attached hereto and incorporated herein for all purposes by reference as Exhibit "B".

Compensation to Receiver: Judgment Plaintiff respectfully requests this Court find that the customary and usual post-judgment turnover receiver fee is 25% of the funds recovered during the receivership, subject to a later determination as to reasonableness by the Court or Judgment Defendant's written agreement. Additionally, Judgment Plaintiff requests the Receiver Fee be paid by the Judgment Defendant to the Receiver in addition to the amounts owed to Judgment Plaintiff.

Judgment Plaintiff further requests this Court order Judgment Defendant to pay Receiver all of out of pocket expenses directly related to the recovery of Judgment Defendant's nonexempt property in this receivership. Judgment Plaintiff requests the receiver fee and costs be taxed as costs against the Judgment Defendant.

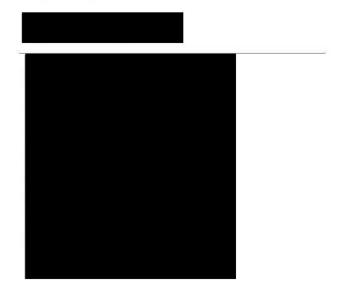
No Receiver Bond Required: This is a **Post-Judgment** receivership pursuant to CPRC § 31.002. The decision whether to require a receiver's bond lies with the Court's discretion. Unlike a bond in a receiver under TRCP 695a to protect a defendant of a wrongfully appointed receiver, the Judgment Plaintiff has already won the Judgment. Judge Hittner's article addressed the need, or lack thereof, for a bond in the event of the appointment of a post-judgment receiver under the Turnover Statute:

There is a strong view that since the underlying obligation has been determined by final judgment, *the judgment debtor will not be harmed if no bond, or merely a nominal bond is required.* Any bond which may be required should be carefully framed so as not to indemnify the judgment debtor in the traditional sense, as the righteousness of the appointment should have been fully litigated in any hearing pursuant to the new statutes.

Childre v. Great Sw Life Ins. Co., 700 S.W. 2d 284 (Tex. App. -- Dallas 1985, no writ) (quoting David Hittner, *Texas Post Judgment Receivership Statutes*, 45 Tex. Bar J. 417, 420 (1982). Judgment Plaintiff respectfully requests this Court to order that no bond for the Receiver be required in this post-judgment matter, but only that the Receiver file an Oath to perform the Receiver's duties.

Alternatively, and bond required should not be in an amount that would act as prohibitive cost or make it economically impossible for Judgment Plaintiff to use the remedies provided in the Turnover Statute. *See Id* at 289 (quoting Hittner, *supra*, at 420).

WHEREFORE, PREMISES CONSIDERED, Judgment Plaintiff respectfully requests that the Court appoint **Robert E. Jenkins** as Receiver to collect the Judgment in this case and provide for the payment of fees and costs to the Receiver.



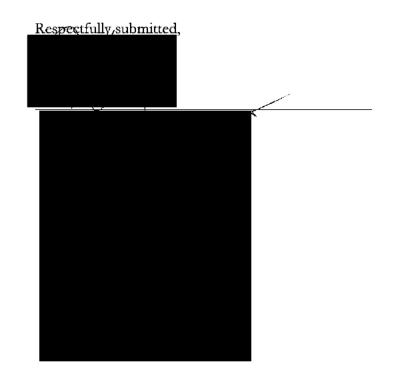
Respectfully submitted,

EXHIBIT A Discovery

CAUSE NO. JP01-23-DC000

	Plaintiff))	IN THE JUSTICE OF THE PEACE COURT
vs.))	Precinct 1, Place 1
	Defendant))	OF TARRANT COUNTY, TEXAS
	JUDGMENT PLAINTIFF	'S DISCOVE	RY IN AID OF JUDGMENT
TO:	Defendant, ("Def	fendant"), by U	JSPS First Class Mail at
	Pursuant to Tex. R. Civ. P. §196, §	§197, §198, §50	0.9(b) and §621a, Judgment Plaintiff serves

this Discovery. You must answer, in writing, the attached Discovery <u>within 30 days</u> after the date of service of this Discovery.



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CERTIFICATE OF SERVICE

I certify that a true and correct copy of the above and foregoing, was sent via first class mail

through the United States Postal Service, on ______, 20____, to:

·	
	Attorney for Judgment Plaintiff

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REQUEST FOR ADMISSIONS

1.) REQUEST FOR ADMISSION NO. 1: Admit that Plaintiff has a Judgment against you. RESPONSE:

2.) REQUEST FOR ADMISSION NO. 2: Admit that Plaintiff's Judgment remains wholly or partially unsatisfied.

RESPONSE:

3.) **REQUEST FOR ADMISSION NO. 3:** Admit that you do not own property in the State of Texas that is subject to execution and sufficient to satisfy the Judgment.

RESPONSE:

4.) REQUEST FOR ADMISSION NO. 4: Admit that you have a bank account.

RESPONSE:

5.) **REQUEST FOR ADMISSION NO. 5:** Admit that funds located in your bank account are not exempt from attachment, execution, or seizure that would prevent them from being credited toward the Judgment.

RESPONSE:

6.) **REQUEST FOR ADMISSION NO. 6:** Admit that funds in your bank account are not proceeds of exempt property.

RESPONSE:

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INTERROGATORIES

Pursuant to Rule 197, Texas Rules of Civil Procedure, you are required to: Answer under oath separately and fully in writing under oath each of the INTERROGATORIES contained herein; deliver a complete, signed, and a verified copy of your answers to the undersigned attorney within 30 days after service of these interrogatories on you; and file a copy with the clerk of this court.

1. Sate the following information:

- a. Full legal name; please also include any other names you have ever used;
- b. Date of birth;
- c. Business address, including city, state, and zip, and telephone number;

ANSWER:

2. Do you have an ownership interest or a leasehold interest in any real estate?

If so, then state with respect to each parcel, the street address, a full legal description (use any attachments if necessary), a description of each structure or improvement, the name and address of any other person who has an ownership interest in the property, the ownership of the property as stated in the documents of title, the recording reference and present location of each document of title, the present value of your equity interest in each property, and whether you have designated the parcel as your homestead.

ANSWER:

3. Is any of the real property owned by you encumbered by any type of lien or real estate mortgage?

If so, then state, with respect to each parcel, a description of the property encumbered or upon which there is a lien of any kind, the nature or type of encumbrance or lien, the date of encumbrance or lien, the name and address of the holder of the encumbrance or lien, the current amount due or owing for the encumbrance or lien, and the fair market value of the property and/or its tax appraised value.

ANSWER:

4. If you own your own home, please state the date of purchase, the purchase price, and the amount of the monthly payment. If you rent, state the amount of your monthly rent payment.

- a. Date of purchase
- b. Purchase price
- c. Monthly house/rent payment

5. How many vehicles do you own (including cats, trucks, motorcycles, boats, aircraft, or trailers)?

6. Are you currently married? If so, please state your spouse's full name.

ANSWER:

7. Please state the following information about each checking, stock brokerage, mutual fund, partnership, or savings account that you own, or have an ownership interest in:

- a. Name and address of institution:
- b. Account number:
- c. Authorized signatories:
- d. Present balance:

ANSWER:

8. State all stocks, bonds, mutual funds, or partnerships of any kind in which you or your spouse own or have an ownership interest in, this request covers this year and the past two (2) years.

ANSWER:

9. Have you deposited funds, or had anyone deposit funds belonging to you, in any savings, trust, stock brokerage, mutual fund, or checking account in which you did not own or have an ownership interest in, whether such account is personal, for business, or held jointly with someone else?

ANSWER:

10. Do you own any stocks, bonds, or other securities of any class in any government, governmental agency, company, firm, or corporation?

If so, please state the name and address of each organization in which the interest is owned, the description and serial or certificate number of each security, and the date and method of acquisition of the security. Please state the name and address of each person, firm, or corporation from which the security was acquired or with whom any joint ownership or community interest is shared, the present location of the security, and the name an address of each person having custody of the security. Please state the name and address of any person, firm or corporation to whom securities are pledged or mortgaged or subject to an option to repurchase.

ANSWER:

11. Do you have any claims for money against others by reason of notes, personal loans, claims for damage, or the like?

If so, please give a complete description of each claim, the name and address of the person indebted to you, and the amount claimed due.

12. Do you own any collections of any kind (including but not limited to coin, gun, baseball card, doll, to stamp collections)?

If so, please give a complete description of each collection, its contents, the estimated present market value, and its exact present location.

ANSWER:

13. Do you have access to any safe-deposit box or other depository for securities, cash, or other valuables?

If so, please state for each depository the name and address of the bank or institution in which it is located and of each person having access to the depository, a complete description of items in the depository as of five days ago, and the date you last entered the depository.

ANSWER:

14. Have you conveyed or disposed of any property, by sale, gift, or otherwise, in the past two years?

If so, please give a complete description of each item conveyed or disposed of, the date of conveyance or disposition, the name and address of the person receiving it, the manner of conveyance or disposition (i.e., sale, gift, etc.), and the consideration received.

ANSWER:

15. Do you have any ownership interest in any business?

If so, please state the full legal name (including any d/b/a) and address of each business, the address where the business is conducted, the type of business conducted, your office or position, and the form of business organization (i.e., partnership, LLC, etc.). Also, state the date you acquired the interest, the exact present value of the interest represents. Please list the full name and address of each officer, director, or partner.

ANSWER:

16. Do you have any accounts receivable, including any assigned or disposed of in the last year?

If so, please give the name and address of each person owing you and the amount due from each, the extent to which future accounts receivable were covered, and the amount of consideration received.

ANSWER:

17. Have you entered into any transaction with your spouse or any other relative involving a transfer, conveyance, assignment, or other disposition of any of your real or personal property in the past four years, or have you transferred any of your real or personal property to any other person in consideration of future support in the past four years?

18. Do you have any debts?

If so, for each creditor state the name and address of the creditor, the amount owed, the date the debt was incurred, how the debt was incurred, and the security given, if any.

ANSWER:

19. Have you made any payments to any creditors, including any not listed above, within the past four (4) months?

If so, please state the name and address of each creditor, the amount and the date of each payment.

ANSWER:

20. Do you have any interest in any pension plan, retirement fund, or profit-sharing plan?

If so, please state the name and address of the administrator of the plan, the present value of your interest in the plan, the nature of the plan, a description of the plan, and a description of the terms under which you may receive money or property pursuant to the plan.

ANSWER:

21. Using the information on your income tax returns for the past three years, please state the source and amount of each item of income listed, the address of the IRS office where the return was filed and the date of filing, the total income received for each year, amounts of any income received but not shown on any tax return, sources of other income shown on the tax returns.

VERIFICATION

STATE OF TEXAS)
COUNTY OF)

BEFORE ME, the undersigned authority, on this day personally appeared Defendant, being duly sworn, upon oath stated that each of the foregoing answers to Plaintiffs Interrogatories In Aid of Judgment, are within his personal knowledge and are true and correct.

Ву	Defendant	
SUBSCRIBED AND SWORN TO BEFORE M to certify which witness my hand and official seal		_, 20,

_

Notary Public in and for the State of Texas

EXHIBIT B Evidence of Nonexempt Property

CAUSE NO. JP01-23-DC000

Plaintiff

V	S	

Defendant

IN THE JUSTICE OF THE PEACE COURT

PRECINCT 1, PLACE 1

TARRANT COUNTY, TEXAS

DECLARATION IN SUPPORT OF APPLICATION FOR APPOINTMENT OF RECEIVER AND TURNOVER RELIEF AS TO

Plaintiff's attorney herein certifies:

- 1. I am over twenty-one years of age, licensed to practice law in the State of Texas, am the attorney for Plaintiff and competent to make this declaration.
- 2. The Judgment remains unsatisfied and it is believed that Defendant owns or has, or will have within its possession or control property interests, together with documents relating to the property, which is not exempt from attachment, execution, or any other type of seizure for the satisfaction of liabilities.
- 3. Defendant's non-exempt property which is subject to collection under the statute includes all right, title, interest and documents of ownership to the property listed on the application.
- 4. Plaintiff is entitled to the appointment of a Receiver as expressly provided by the Statue.

My name is

and

; and my business address is

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND

CORRECT.

7/24/24

Executed in Cuyahoga County, State of Ohio, on ____

Declarant

EXHIBIT C (Proposed Receiver) Robert E. Jenkins' Curriculum Vitae

ROBERT E. JENKINS

Court Appointed Receiver 10,000+ appointments by 1,000+ courts in 200+ counties throughout Texas

Robert E. Jenkins has been a licensed attorney for more than 20 years and began serving as a court-appointed receiver in 2012. He is exclusively a fulltime post-judgment turnover receiver appointed to aid in the recovery of nonexempt assets for the payment of judgments. Receiver Jenkins is dedicated to his duty of serving as an agent of the Court within the strictures established by the receivership orders and treating all defendants with dignity and respect.

RECEIVER RESULTS:

Receiver Jenkins has facilitated more than 3,500 judgments being fully satisfied through receiverships.

25% RECEIVER FEE:

Receiver Jenkins' expert opinion is the customary and usual turnover receiver fee is 25% of the funds recovered during the receivership, subject to a later determination as to reasonableness by the Court or Defendant's written agreement for the fee to be paid.

BACKGROUND:

Prior to Receiver Jenkins becoming a fulltime turnover receiver, he represented banks, investors, and business owners in the recovery of consumer and commercial debt, bank garnishment defense, and judgment enforcement. Having represented numerous banks, he is familiar with institutional protocols and implements stringent security measures to protect sensitive financial data.

EDUCATION:



PUBLICATIONS:

LICENSES AND ADMISSIONS:



MEMBERSHIPS:



PROFESSIONAL HONORS:

SEMINAR SPEAKER:



SIGNIFICANT LEGAL EXPERIENCE:

2012 - Present			
2007 - 2012			
2003-2007			
2000-2002			

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FILED 7/30/2024 12:00 AM Judge Ralph Swearingin Justice of the Peace, Precinct 1 Tarrant County

Cause No. JP01-23-DC000

IN THE JUSTICE OF THE PEACE COURT

Plaintiff (Judgment Creditor)

vs.

Defendant (Judgment Debtor)

TARRANT COUNTY, TEXAS

PRECINCT 1, PLACE 1

Order Appointing Receiver

The court has considered Judgment Creditor's Motion for Appointment of a Receiver under Texas Civil Practice and Remedies Code § 31.002. After reviewing the evidence and the court's file, the court FINDS that the judgment rendered in Cause No. JP01-23-DC000 is valid, final, and fully payable. The judgment awarded was \$2,782.85, including costs, with interest at the rate of 8.50% to be compounded annually. As of today, after including any relevant interest, costs, and/or credits, the judgment balance due is \$2,871.30.

The court **FINDS** that the judgment remains unsatisfied; the Judgment Debtor's property that is not exempt from attachment, execution, or seizure for the satisfaction of the judgment; and that Judgment Creditor is entitled to the court's aid in reaching Judgment Debtor's nonexempt property to satisfy the judgment.

It is therefore **ORDERED** that the following person ("Receiver") is appointed under Texas Civil Practice and Remedies § 31.002 with authority to take possession of Judgment Debtor property that is in Judgment Debtor's possession or is subject to Judgment Debtor's control, sell the property, and pay the proceeds to Judgment Creditor to the extent required to satisfy the judgment. Judgment Debtor's nonexempt property may include financial accounts, certificates of deposit, and money-market accounts held by a third party.

Receiver's Information:

Name: <u>Robert E. Jenkins</u>	
Address:	
Email Address:	
Telephone Number:	
State Bar Number:	

Receiver's Additional Limited Powers: Receiver also has the following limited authority. Receiver may: (1) obtain Judgment Debtor's credit information and credit reports; (2) obtain Judgment Debtor's financial information and records from Judgment Debtor or a third party; (3) certify copies of this Order; and (4) negotiate and obtain installment payment agreements with Judgment Debtor, if Receiver reasonably believes that a payment agreement is the best option to satisfy the judgment and Receiver provides Judgment Debtor with the Notice of Personal Property Rights approved by the Supreme Court of Texas. Receiver cannot reduce the total balance owed under the judgment without Judgment Creditor's authorization.

Personal Property Rights of Judgment Debtor: Receiver must comply with Texas Rule of Civil Procedure 679b.

Turnover: Judgment Debtor and any third party in possession of Judgment Debtor's property is **ORDERED** to turn over to the Receiver Judgment Debtor's nonexempt property within ten (10) days after receipt of this Order.

Time Period: This Receivership terminates 180 days after the date this Order is signed, unless extended by the court on request of Judgment Creditor or Receiver and on good cause shown.

Receiver's Fee: Receiver's fee is conditionally set at 25% of the funds collected during the receivership, subject to the Judgment Debtor's written agreement or later determination of reasonableness based on written agreement of the Judgment Debtor or proof of the work performed and the results obtained. The court-approved fee will be taxed as costs against Debtor, and the Receiver may collect that fee from Judgment Debtor in addition to the amount collected to satisfy the judgment.

Receiver's Oath: Receiver must file an oath to perform their duties faithfully before acting under this Order within 10 days from the signing of this Order..

Receiver's Bond:

[X] No bond required; or

[] Receiver must execute a good and sufficient bond in the amount of \$_____ before acting under this Order. District

Receiver's Expenses: Receiver must provide an accounting or reciepts of any reasonable and necessary expenses, including those for storage of any property seized, to the court. Court-approved expenses will be taxed as costs against Judgment Debtor, and Receiver may collect those expenses from Judgment Debtor in addition to the amount collected to satisfy the judgment.

Attorney's Fees: Judgment Creditor's reasonable attorney's fees will be taxed as costs against Judgment. Debtor

Receiver to Hold Property: Receiver must not disburse funds to Judgment Creditor or sell property within 14 days after serving Judgment Debtor with the Notice of Protected Property Rights, the Instructions for Protected Property Claim Form, and the Protected Property Claim Form approved by the Supreme Court of Texas, or within 17 days if service was by mail. If Judgment Debtor asserts an exemption, Receiver may only disburse funds to Judgment Creditor or sell property with Judgment Debtor's written consent or a court order.

ISSUED AND SIGNED on __

Judge Presiding Ralph Swearingin Jr. Justice Court, Pct. 1 100 W. Weatherford St., Rm 450 Fort Worth, TX 76196-0242





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