

NO. _____

FIRST SERVICE CREDIT UNION	§	IN THE DISTRICT COURT OF
	§	
V.	§	HARRIS COUNTY, TEXAS
	§	
HARRY C. CRAWFORD, III and	§	
PAULETTE W. CRAWFORD	§	_____ JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, FIRST SERVICE CREDIT UNION, Plaintiff, and files this its Original Petition complaining of and against HARRY C. CRAWFORD, III and PAULETTE W. CRAWFORD, Defendants, and for causes of action, would show the following:

1. Plaintiff, FIRST SERVICE CREDIT UNION, is a duly chartered credit union authorized to do business in the State of Texas. Discovery shall be conducted under Level 2, Rule 190, Texas Rules of Civil Procedure. This lawsuit seeks only monetary relief of \$250,000.00 or less, excluding interest, statutory or punitive damages and penalties, attorney's fees and costs.

2. Defendant, HARRY C. CRAWFORD, III, is an individual residing in Brazoria County, Texas who may be served with out-of-county Citation at his residence, 2506 Dawn River Lane, Pearland, Texas 77581. The last three digits of his social security number are 990. His date of birth is 12/26/1962. The last three digits of his Texas driver's license number are 407.

3. Defendant, PAULETTE W. CRAWFORD, is an individual residing in Brazoria County, Texas who may be served with out-of-county Citation at her residence, 2506 Dawn River Lane, Pearland, Texas 77581. The last three digits of her social security number are 301. Her date of birth is 11/29/1964.

4. As a cause of action, HARRY C. CRAWFORD, III and PAULETTE W. CRAWFORD signed and entered into a Consumer Lending Plan Agreement with Plaintiff on or

about September 6, 2018, taking the form of an unsecured signature loan. Plaintiff loaned Defendants \$20,000.00 to be repaid in 60 monthly installments, bearing interest at 12.99% per annum.

5. Defendants defaulted on the Consumer Lending Plan Agreement by failing to make all monthly payments by as they became due from September 9, 2020 forward. Plaintiff gave Defendants written notice of their default and an opportunity to cure their default but the default was not timely cured. Plaintiff thereafter accelerated the remaining balance owed on said contract. As of July 26, 2021, Defendants, jointly and severally, owed Plaintiff a balance of \$15,122.48 in actual damages. All just and lawful offsets and credits owed to Defendants have been allowed.

6. As a second cause of action, HARRY C. CRAWFORD, III and PAULETTE W. CRAWFORD entered into a Credit Card Agreement with Plaintiff on or about January 21, 2015. Defendants defaulted on the Credit Card Agreement by failing to make their monthly payments as they became due from September 24, 2020 forward. Plaintiff gave Defendants written notice of their default and an opportunity to cure their default but the default was not cured. Plaintiff thereafter accelerated the Credit Card Agreement.

7. As of July 26, 2021, Defendants owe Plaintiff \$1,936.75 in unpaid principal on the Credit Card Agreement. After said date, pre-judgment interest has been accruing and will accrue at the contractual rate of 15.99% per annum until the date of Judgment. All just and lawful offsets and credits have been allowed.

8. Although demanded to do so, Defendants have failed to pay the sums owing under each contract and as a result, Plaintiff has been required to retain the undersigned attorney to file suit on its behalf. Both the contracts provide for the recovery of attorney's fees in the event of default. Plaintiff seeks to recover its reasonable and necessary attorney's fees in an amount to be determined

on an hourly basis.

9. Venue of this lawsuit is proper in Harris County, Texas, as Defendants' payment obligations were due and payable in Plaintiff's home office in Harris County, 16430 Park Ten Place, Houston, Texas 77084. Hence, the cause of action being sued upon accrued in Harris County. Section 15.035(a), Texas Civil Practice & Remedies Code.

10. WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that the Defendants be cited to appear and answer herein, and that upon final adjudication thereof, Plaintiff be granted a Judgment against Defendants, HARRY C. CRAWFORD, III and PAULETTE W. CRAWFORD, jointly and severally, in the amount of \$17,059.23, plus pre-judgment interest on the sum of \$15,122.48 at the contractual rate of 12.99% per annum from July 27, 2021 to the date of Judgment, pre-judgment interest on the sum of \$1,936.75 at the contractual rate of 15.99% per annum from July 27, 2021 to the date of Judgment, plus reasonable and necessary attorney's fees, all Court costs, post-judgment interest at the statutory rate of 5.00% per annum from the date of the Judgment until Judgment is paid in full, and that the Court grant Plaintiff such other and further relief to which Plaintiff may show itself justly entitled.

Respectfully submitted,

By: /s/ Chris Cammack
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ATTORNEY FOR PLAINTIFF

NO. 2021-51278

FIRST SERVICE CREDIT UNION	§	IN THE DISTRICT COURT OF
	§	
V.	§	HARRIS COUNTY, TEXAS
	§	
HARRY C. CRAWFORD, III and	§	
PAULETTE W. CRAWFORD	§	80 TH JUDICIAL DISTRICT

DEFAULT JUDGMENT

BE IT REMEMBERED that on this day, came on for submission Plaintiff's Motion for Default Judgment against HARRY C. CRAWFORD, III and PAULETTE W. CRAWFORD in the above-entitled and numbered cause. The Court finds that Defendants, HARRY C. CRAWFORD, III and PAULETTE W. CRAWFORD, had proper and timely notice of this lawsuit, that the executed citation have been on file with this Court for more than ten (10) days, and that Defendants, although having been properly served and after expiration of time allowed by law, have failed to file a written Answer. The Court, having considered Plaintiff's pleadings, affidavits and exhibits on file in this cause, further finds that Plaintiff's claim is founded upon a liquidated amount, and that the Defendants have by their default admitted the allegations in Plaintiff's Original Petition.

IT IS ORDERED, ADJUDGED, AND DECREED that Plaintiff, FIRST SERVICE CREDIT UNION, 16430 Park Ten Place, Houston, Texas 77084, recover from and against Defendants, HARRY C. CRAWFORD, III, SSN xxx-xx-7990, DOB 12/26/1962, 2506 Dawn River Lane, Pearland, Texas 77581, and PAULETTE W. CRAWFORD, SSN xxx-xx-9301, DOB 11/29/1964, 2506 Dawn River Lane, Pearland, Texas 77581, jointly and severally, a Judgment for:

1. \$17,059.23 in actual damages;

2. Pre-judgment interest on the sum of \$17,059.23 at the lowest contractual rate of 12.99% per annum from July 27, 2021 until the date of Judgment;
3. \$1,125.00 in attorney's fees through the date of Judgment;
4. Post-judgment interest on all amounts awarded above at the statutory rate of 5.00% per annum from the date of Judgment until the Judgment is paid in full; and
5. All court costs.

IT IS FURTHER ORDERED that if HARRY C. CRAWFORD, III and PAULETTE W. CRAWFORD should perfect an appeal of a Default Judgment to one of the Courts of Appeals, then an additional \$7,500.00 in attorney's fees would be incurred by me at the Court of Appeals [if said appeal is unsuccessful.](#) level. If HARRY C. CRAWFORD, III and PAULETTE W. CRAWFORD was to file a Petition for Review with the Texas Supreme Court, then I would incur an additional \$3,750.00 in attorney's fees, and if the Texas Supreme Court elects to consider the appeal, then I would incur yet another \$3,750.00 in attorney's fees for additional briefing and/or oral arguments in the Texas Supreme Court. [if said appeal is unsuccessful.](#)

IT IS FURTHER ORDERED that all writs and processes necessary for the enforcement of this Default Judgment shall issue as necessary. All other and further relief not expressly granted herein is denied. This Judgment disposes of all parties and all claims and is appealable.

SIGNED on this the ____ day _____ of 2021.

Signed: 
12/14/2021 _____
JUDGE PRESIDING

APPROVED AS TO FORM:

By: /s/ Chris Cammack
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ATTORNEY FOR PLAINTIFF

CERTIFICATE OF LAST KNOWN ADDRESS

I, Christopher M. Cammack, certify, in compliance with Rule 239(A) of the Texas Rules of Civil Procedure, that the last known address of both HARRY C. CRAWFORD, III and PAULETTE W. CRAWFORD is 2506 Dawn River Lane, Pearland, Texas 77581.

/s/ Chris Cammack
Christopher M. Cammack

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.

Si-Jin Hwang on behalf of Christopher Cammack
Bar No. 3682100
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Envelope ID: 58857776
Status as of 11/4/2021 12:21 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Christopher M.Cammack		cmc@cammack-law.com	11/4/2021 12:12:34 PM	SENT