

ROBERT J. KRUCKEMEYER,	§	IN THE DISTRICT COURT OF
	§	
PLAINTIFF,	§	
	§	
v.	§	HARRIS COUNTY, T E X A S
	§	
BLOGGER INC. D/B/A,	§	
LAWIN TEXAS.COM	§	
	§	
DEFENDANT.	§	189 th JUDICIAL DISTRICT

**PLAINTIFF’S FIRST AMENDED ORIGINAL PETITION AND
APPLICATION FOR PERMANENT INJUNCTION**

Robert J. Kruckemeyer (“Kruckemeyer”) complains of Blogger Inc. d/b/a LawIn Texas.com (“LawIn Texas”), Mark Burke (“MBurke”) and Joanna Burke (“JBurke”) (collectively “Defendants”) as follows:

Discovery Control Plan - Level Two (2)

1. Discovery should be conducted pursuant to Discovery Control Plan Level 2.

Rule 47 Claim for Relief

2. Pursuant to Tex. R. Civ. P. 47 Plaintiff would show that the damages Plaintiff seeks are within the jurisdictional limits of the court and that Plaintiff seeks monetary relief over \$1,000,000.

Parties

3. Kruckemeyer is a resident of Texas.
4. LawIn Texas is a foreign corporation. LawIn Texas has appeared and answered.
5. Mark Burke is a Texas resident. MBurke may be served with the amended petition and citation herein at 46 Kingwood Greens Dr., Kingwood, Texas 77339.

6. Joanna Burke is a Texas resident. JBurke may be served with the amended petition and citation herein at 46 Kingwood Greens Dr., Kingwood, Texas 77339.

Venue

7. Venue has been established as being proper in Harris County.

Nature of the Case

8. This is a suit for statutory, textual and extrinsic defamation arising out of LawIn Texas and MBurke and/or JBurke publishing false and defamatory articles on the website Laws In Texas on June 22, 2022 entitled, “Cowboy Lawyer Robert J. Kruckemeyer of The Kruckemeyer Law Firm Violate Texas Laws” and an article on February 24, 2023 entitled, “Krucke’s, Zombies n’ Bandits: Chasing Personal Debts in Texas Without a Surety Bond.” Kruckemeyer also seeks punitive damages and injunctive relief.

Factual Background

9. Kruckemeyer has been licensed to practice law in the State of Texas since 1984. In 1999, Kruckemeyer was awarded an “AV” rating by Martindale-Hubbell Law Directory signifying peer recognition of preeminent legal ability and highest ethical standards. In 2005 Kruckemeyer was admitted to the Bar Register of Preeminent Lawyers. Kruckemeyer was named Texas Lawyer magazine “Litigator of the Week” in May of 2012. Kruckemeyer enjoys an outstanding reputation in the Texas legal community in general and in Harris and Montgomery Counties in particular.

10. Kruckemeyer has concentrated his practice in commercial litigation since 1984. In part of his practice Kruckemeyer represents banks and energy companies in collecting monies owed to them in commercial transactions. Kruckemeyer does not collect “consumer debt” as that term is defined in Texas Finance Code § 392.001(2). Kruckemeyer does not engage in “debt

collection” as that term is defined in Texas Finance Code § 392.001(5). Kruckemeyer is not a “debt collector” as that term is defined in Texas Finance Code § 392.001(6). Kruckemeyer is not a “third-party debt collector” as that term is defined in Texas Finance Code § 392.001(7).

11. Texas Finance Code § 392.101, entitled “Bond Requirement” reads, in part, as follows:

(a) A third-party debt collector or credit bureau may not engage in debt collection unless the third-party debt collector or credit bureau has obtained a surety bond issued by a surety company authorized to do business in this state as prescribed by this section. A copy of the bond must be filed with the secretary of state.

As Kruckemeyer is neither a third-party debt collector nor credit bureau, Kruckemeyer is not required to post a bond.

12. On August 18, 2021, Kruckemeyer, on behalf of his client Associated Energy Group, LLC, (“AEG”), filed a lawsuit against Congo Airways (“Congo”) for the payment of amounts owed to AEG by Congo in Cause No. 2021-51467; *Associated Energy Group, LLC v. Congo Airways*; in the 189th Judicial District Court of Harris County, Texas. On February 14, 2022, AEG obtained a judgment against Congo in the amount of \$629,176.73.

13. Congo’s website revealed that one form of payment that it accepted was Mastercard. AEG sought to determine whether Mastercard was indebted to Congo through the payment processing system when Congo’s customers paid for their tickets with Mastercard. Accordingly, on April 28, 2022, AEG sought a post-judgment writ of garnishment against Mastercard in Cause No. 2021-51467A; *Associated Energy Group, LLC v. Mastercard Technologies, LLC v. Congo Airways*. On April 29, 2022, Judge Dollinger entered an Order Issuing Writ of Garnishment.

14. On May 27, 2022, Mastercard wrote to the Court, with a copy to AEG, that:

Please be advised that Mastercard does not directly contract with merchants. Rather, merchant accounts are maintained by acquiring banks, and it is those banks or financial institutions that are responsible for payment to and collection from merchants. Mastercard therefore does not have possession or control of the Defendants' financial accounts.

In other words, Mastercard informed the Court that Mastercard was not indebted to Congo and had no funds belonging to Congo subject to garnishment. AEG did not pursue the matter any further.

15. On June 22, 2022, LawIn Texas and Burke published an article on the Laws In Texas website. The headline reads: “Cowboy Lawyer Robert J. Kruckemeyer of The Kruckemeyer Law Firm Violate Texas Laws.” The sub-heading reads: “Lawyer Robert J Kruckemeyer has held a Texas Bar license for nearly 40 years. He is unlawfully filing for garnishment, and approved by judge.” (the “Article”). The byline for the Article reads that it was by: “justicefortexas.” A true and correct copy of the Article is attached hereto as Exhibit 1. Upon information and belief, the author(s) of the Article was either MBurke, JBurke or both.

16. The Article includes a screenshot from the Texas Secretary of State’s website for “Debt Collector Search.” The screenshot reads, in part, as follows:

Section 392.101 of the Texas Finance Code prohibits a third-party debt collector or credit bureau from engaging in debt collection in Texas unless the third-party debt collector or credit bureau has obtained a surety bond and filed a copy of the bond with the Office of the Secretary of State.

On this site, you can search for individuals and entities that have filed debt collector bonds with the Office of the Secretary of State. The search results will indicate, based on the information filed with the Office of the Secretary of State, whether the bond is active, pending cancellation, or has been cancelled. All fields displayed are searchable.

The screenshot revealed that “No records found” when the Principal Name “Kruckemeyer” was entered.

17. The Article further read:

**ANOTHER ROGUE DEBT COLLECTION LAW
FIRM IN HOUSTON, TEXAS**

The Lawyer **filed** for the Writ of Garnishment on Apr. 28, 2022, and the very next day, Judge **Scot Dollinger Granted** that request, but the near 4 decade ‘business’ attorney has requested the writ from Mastercard, who confirmed **by letter to the court**, ya’ll cannot garnish any money – as they are not a bank.

Seriously, you only get this type of comedy on LIT.

18. The Article is defamatory as follows:

- A) The headline that reads that “Cowboy Lawyer Robert J. Kruckemeyer of The Kruckemeyer Law Firm Violate Texas Laws” is false. Kruckemeyer is not in violation of any Texas laws.
- B) The sub-headline reads that: “He is unlawfully filing for garnishment, and approved by judge” is false. Kruckemeyer is not unlawfully filing for garnishment.
- C) LawIn Texas includes a screenshot from the Texas Secretary of State website showing that “No records found” in the search for third-party debt collector or credit bureau with the Principal Name “Kruckemeyer.” This implies that Kruckemeyer had the obligation to obtain a surety bond and to file the surety bond with the Texas Secretary of State but failed to do so. The implication that Kruckemeyer had the obligation to obtain a surety bond and to file the surety bond with the Texas Secretary of State but failed to do so is false.
- D) LawIn Texas describes Kruckemeyer as a “Rogue Debt Collection Law Firm in Houston, Texas.” Dictionary.com defines the word “rogue” as “a dishonest, knavish person; scoundrel.”

The description of Kruckemeyer as “a dishonest, knavish person; scoundrel” based upon the false allegations set forth in the Article is false.

19. On August 24, 2022, at 11:12 a.m. Kruckemeyer left the following comment on the LawIn Texas website:

This is Robert Kruckemeyer. I am not required by the Texas Finance Code Section 392.101 et seq. to file a surety bond. Accordingly, your suggestion that I must do so, and that I am in violation of the law for not doing so, is factually incorrect. The Mastercard entity that was garnished answered that it is not in possession of any funds belonging to the debtor. The basis for its answer was not that “it is not a bank.” It is not necessary that the entity being garnished be a bank, it is only necessary that the garnishee have funds belonging to the debtor. Your article is defamatory in 2 respects: 1) It states that I violate Texas laws and then cites to a Debt Collector database in which I am not found leaving the reader with the impression that I am required to register as a debt collector and have failed to do so in violation of the law; and 2) It states that I “unlawfully” filed for a garnishment without a factual basis for making the claim. Please retract this article. This email is sent pursuant to Tex. Civ. Prac. & Rem. Code Section 73.055.

20. On August 24, 2022, at 11:53 a.m. justicefortexas responded:

This is LIT. We refer to your comment above. The facts are true and you are a debt collector subject to Texas Finance Code laws.

In relation to your false claim of defamation, we respond to your points as follows:

1. You are violatin^g Texas laws as you do not hold [sic] on file an active surety bond with the Texas Secretary of State, and you are operating as a debt collector;
2. You did unlawfully file for garnishment as you are in violation of 1.

Furthermore, if you read the mastercard [sic] letter referenced and linked in our article, it is clear from Mastercard’s own words, you garnished the wrong entity.

A review of Harris County Court’s historical archives confirms you have been actively collecting debts unlawfully for years.

We suggest you start redirecting your efforts to acting lawfully and obtain a surety bond and file it with the Secretary of State.

21. On August 28, 2022, at 2:54 p.m., Kruckemeyer responded:

I invite you to read the definitions contained in Texas Finance Code Section 392.001. I am not a “Credit bureau.” I am not a “Third-party debt collector.” Accordingly, I am not required by Finance Code Section 392.101 to post a surety bond. As I am not required to post a surety bond, I am not in violation of Texas law for the failure to post a surety bond and accordingly, I am not in violation of Texas law in filing the garnishment action you reference. Garnishing the wrong entity is not a violation of Texas law. I note that you claim to not be attorneys. I suggest you consult an attorney. Failure to do so will be used as evidence of your actual malice. I reiterate my demand that you retract the defamatory statements pursuant to Tex. Civ. Prac. & Rem. Code Section 73.055.

22. On September 8, 2022, at 2:37 p.m., justicefortexas responded:

We invite you to type “garnishment” in the search box on this website and reconsider your own flawed legal stance. We will not retract the truth and this thread ends here.

Laws In Texas – No BS. Just the Truth.

23. On February 21, 2023, Kruckemeyer filed the instant lawsuit.

24. On February 24, 2023, Laws In Texas, MBurke and/or JBurke, published an article entitled, “Krucke’s, Zombies n’ Bandits: Chasing Personal Debts in Texas Without a Surety Bond.” (the “February Article”). The subheading of the February Article reads: “The Kruckemeyer Law Firm chasin’ a personal debt of \$166k for client Jim Elzner from John Slocum in violation of Texas laws. The February Article is false in that it suggests that Kruckemeyer had an obligation to file a surety bond with the State of Texas when, in fact, he had no such obligation. The February Article is false in stating that the Kruckemeyer Law Firm is “chasin’ a personal debt in violation of Texas laws.” A true and correct copy of the February Article is attached hereto as Exhibit 2.

Causes of Action

A. Statutory Libel Against LawIn Texas and MBurke and JBurke

25. Kruckemeyer re-alleges the allegations set forth above.

26. Tex. Civ. Prac. & Rem. Code § 73.001 entitled “Elements of Libel” reads, in part, as follows:

A libel is a defamation expressed in written or other graphic form that ... tends to injure a living person’s reputation and thereby expose the person to public hatred, contempt or ridicule, or financial injury or to impeach any person’s honesty, integrity, virtue, or reputation or to publish the natural defects of anyone and thereby expose the person to public hatred, ridicule, or financial injury.

The Article and February Article satisfy the elements of libel in that the Article and February Article tend to injure Kruckemeyer’s reputation and impeach Kruckemeyer’s honesty, integrity, and reputation. By comments dated August 24, 2022, and August 28, 2022, Kruckemeyer made a demand to LawIn Texas for retraction pursuant to Tex. Civ. Prac. & Rem. Code §73.005. No retraction has been made.

27. Because of the defamation published in the Article and February Article, Kruckemeyer has been injured in an amount in excess of the minimum jurisdictional limits of this court. Kruckemeyer seeks actual damages including damages for mental anguish.

B. Textual Defamation Against LawIn Texas MBurke and JBurke

28. Kruckemeyer re-alleges the allegations set forth above.

29. The Article and the February Article contain the verifiably false statements that:

A. Cowboy Lawyer Robert J. Kruckemeyer of The Kruckemeyer Law Firm Violate Texas Laws;

B. He is unlawfully filing for garnishment, and approved by judge;

C. Another Rogue Debt Collection Law Firm In Houston, Texas; and

D. Krucke's, Zombies n' Bandits: Chasing Personal Debts in Texas Without a Surety Bond

Kruckemeyer has not violated any Texas law, has not unlawfully filed for garnishment, is not a rogue debt collector and although Kruckemeyer has represented clients that are seeking collect personal debts, Kruckemeyer has no obligation to post a surety bond. The verifiably false statements constitute textual defamation. Textual defamation occurs when a statement's defamatory meaning arises from the words of the statement itself, without reference to any extrinsic evidence.

30. The Article and February Article are so obviously hurtful to Kruckemeyer's reputation that the jury may presume general damages, including for loss of reputation and mental anguish.

31. Because of the defamation published in the Article and February Article, Kruckemeyer has been injured in an amount in excess of the minimum jurisdictional limits of this court. Kruckemeyer seeks actual damages including damages for mental anguish.

C. Exemplary Damages

32. Kruckemeyer re-alleges the allegations set forth above.

33. The Article and February Articles were published with actual malice. Kruckemeyer has satisfied the statutory requirements of Tex. Civ. Prac. & Rem. Code § 73.055. Because the Article and February Article were published with actual malice and Kruckemeyer has satisfied the statutory requirements of Tex. Civ. Prac. & Rem. Code § 73.055, Kruckemeyer is entitled to the recovery of exemplary damages from LawIn Texas, MBurke and JBurke.

APPLICATION FOR PERMANENT INJUNCTION

34. Kruckemeyer re-alleges the allegations set forth above.

35. Kruckemeyer seeks a permanent injunction pursuant to Texas Civil Practice and Remedies Code § 65.011 and Texas Rules of Civil Procedure 682. Kruckemeyer asks the Court to:

A) Enjoin LawIn Texas, MBurke and JBurke from publishing the false statements set forth above.

36. It is probable that Kruckemeyer will recover from LawIn Texas, MBurke and JBurke after a trial on the merits because LawIn Texas, MBurke and JBurke have defamed Kruckemeyer as set forth above. Kruckemeyer has plead a cause of action for defamation. Kruckemeyer has a probable right to relief. Kruckemeyer has suffered and will continue to suffer irreparable injury. Kruckemeyer requests a trial on the merits and, at the conclusion thereof, entry of a permanent injunction.

Conclusion

Accordingly, Robert J. Kruckemeyer requests that Mark Burke and Joanna Burke be cited to appear and answer herein, and that after final trial, Robert J. Kruckemeyer be awarded judgment against Blogger Inc. d/b/a LawIn Texas, Mark Burke and Joanna Burke as follows:

- a. Actual damages in an amount in excess of the minimum jurisdictional limits of this court;
- b. Monetary relief over \$1,000,000.
- c. A permanent injunction enjoining defendants from publishing the false statements;
- d. Such other and further relief to which Kruckemeyer is entitled.

Respectfully submitted,

SORRELS LAW

/s/ Randall O. Sorrels

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THE KRUCKEMEYER LAW FIRM

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ATTORNEYS FOR PLAINTIFF

VERIFICATION

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day did personally appear Robert J. Kruckemeyer, who being first duly sworn by me, upon his oath did depose and state as follows:

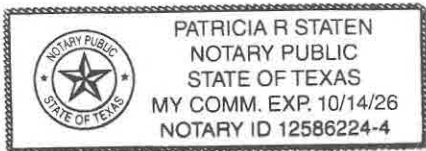
“My name is Robert J. Kruckemeyer. I am the owner of The Kruckemeyer Law Firm and I am authorized on its behalf to make this Affidavit.

“I have read the above and foregoing Plaintiff’s First Amended Original Petition and Application for Permanent Injunction, and every statement contained therein is within my personal knowledge and true and correct.

Further affiant sayeth not.”

By: 
Robert J. Kruckemeyer

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned Notary Public, on this 31 day of May, 2023.




NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS