

CAUSE NO. 2023-02005

FROST BANK,

Plaintiff,

vs.

JOSHUA P. DAVIS P.C. AND
JOSHUA P. DAVIS,

Defendants.

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

129th JUDICIAL DISTRICT

FROST BANK'S
MOTION FOR SUMMARY JUDGMENT

EXHIBIT 2

Unofficial Copy Office of Marilyn Burges District Clerk

FROST BANK,

Plaintiff,

vs.

JOSHUA P. DAVIS P.C. AND
JOSHUA P. DAVIS,

Defendants.

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

129th JUDICIAL DISTRICT

DECLARATION OF ROBERT J. KRUCKEMEYER
IN SUPPORT OF FROST BANKS
MOTION FOR SUMMARY JUDGMENT

My name is Robert J. Kruckemeyer, my date of birth is July 14, 1959, and my address is 244 Malone Street, Houston, Texas 77007, USA.

I have been licensed to practice law in Texas since 1984, and I am duly admitted to practice in good standing in Texas and in various federal courts, including the Southern, Northern and Eastern districts of Texas.

I am experienced in state and federal court litigation in Texas. Since 1984, I have concentrated my practice on civil litigation matters that include breach of contract, oil and gas, product liability, shareholder disputes, business divorce, business disputes of all kinds, as well as serious personal injury matters. I have represented both plaintiffs and defendants in these types of cases. I was recognized as the “Litigator of the Week” in the May 14, 2012, edition of Texas Lawyer magazine, and I am a Sustaining Life Fellow of the Texas Bar Foundation.

I graduated from St. Louis University in 1981 with a Bachelor of Arts degree in Political Science, *magna cum laude*. In 1984, I received my Juris Doctor from the St. Louis University School of Law, *cum laude*. My son Michael Kruckemeyer graduated from the University of

Texas at Austin in 2014 with a Bachelor of Arts in History. In 2017, Michael received his Juris Doctor from the South Texas College of Law.

I have represented Plaintiff since 2015 in general and in connection with the above-captioned litigation (the "Litigation") beginning in October of 2022. My customary hourly rate is \$550.00, and Michael's customary hourly rate is \$225.00.

Based on my education and experience, described above at paragraphs 2-4, my personal communications with lawyers handling similar types of matters, and my review of court filings, case law, and published literature pertaining to such hourly rates, I am familiar with the hourly rates that lawyers and support staff customarily charge in Houston, Harris County, Texas and elsewhere in complex cases and Litigations, such as this Litigation. Based on the foregoing, I am also familiar with the attorney and support staff time and effort that it takes and can reasonably take to prosecute and defend matters such as the Litigation and what constitutes reasonable and necessary attorneys' fees for doing so. As a result, I am able to offer opinions pertaining to the amount, reasonableness, and necessity of all attorneys' fees sought by Plaintiff in the Litigation. I was also requested to offer opinions pertaining to whether such attorneys' fees are equitable and just.

I am familiar with the nature of this case and the work that was performed in the course of this representation. I am familiar with the number of hours spent and the amounts I have charged and what would be a reasonable charge by the Plaintiff's attorneys.

I am familiar with and have considered the factors bearing upon the reasonableness of attorneys' fees in Texas, as articulated in Rule 1.04(b) of the Texas Disciplinary Rules of Professional Conduct and the Texas Supreme Court in *Arthur Andersen & Co. v. Perry Equipment*, 945 S.W.2d 812 (Tex. 1997), which are as follows: (1) the time and labor required, the novelty

and difficulty of the questions involved, and the skill required to perform the legal services properly; (2) the likelihood ... that the acceptance of the particular employment will preclude other employment by the lawyer; (3) the fee customarily charged in the locality for similar legal services; (4) the amount involved and the results obtained; (5) the time limitations imposed by the client or by the circumstances; (6) the nature and length of the professional relationship with the client; (7) the experience, reputation, and ability of the lawyer or lawyers performing the services; and (8) whether the fee is fixed or contingent on the results obtained or uncertainty of collection before the legal services have been rendered.

To form my opinions with regard to the reasonable and necessary attorneys' fees incurred by Plaintiff in this Litigation, I will address the factors bearing upon the reasonableness of attorneys' fees in Texas, as follows:

a. **The Time and Labor Required, the Novelty and Difficulty of the Questions Involved and the Skill Requisite to Perform the Legal Service Properly.** I have considered the time and labor required to handle Plaintiff's claims which has included, without limitation: (1) reviewing the client documents; (2) preparing and filing pleadings; and (3) conducting discovery including the deposition of the Defendant and Counter-Plaintiff; and (4) preparing Frost Banks Motion for Summary Judgment.

b. **The Likelihood, if Apparent to the Client, That the Acceptance of the Particular Employment Will Preclude Other Employment by the Lawyer.** Plaintiff has agreed to pay me on an hourly fee basis. Plaintiff understands that my working for Plaintiff necessarily precludes me from accepting other employment by other clients.

c. **The Fee Customarily Charged in the Locality for Similar Legal**

Services. I have been practicing law in Harris County since 1984. Based on my education and experience, described above at paragraphs 2-4, my personal communications with lawyers handling similar types of matters, and my review of court filings, case law, and published literature pertaining to such hourly rates, I am familiar with the hourly rates that lawyers and support staff customarily charge in Houston, Harris County, Texas and elsewhere in complex cases and Litigations, such as this Litigation. My hourly rate of \$450.00 is reasonable. Michael's hourly rate of \$225.00 is reasonable.

d. Assisting me with certain tasks is my associate, Michael Kruckemeyer. Michael is identified in the slip listings as "Mike." Michael graduated from the South Texas College of Law in 2017 and a reasonable hourly rate for Michael is \$225.00.

e. **The Amount Involved and the Results Obtained.** Plaintiff's seeks recovery of \$152,911.17 principal on a Promissory Note together with prejudgment interest in the amount of \$27,524.01 as of November 2, 2023, with interest accruing at the rate of \$76.45 per day pursuant to the agreement. Plaintiff anticipates obtaining a judgment for the amount requested.

f. **The Time Limitations Imposed by the Client or by the Circumstances.** No time limitations have been imposed by the client or by the circumstances.

g. **The Nature and Length of the Professional Relationship with the Client.** I have represented Plaintiff since 2015.

h. **The Experience, Reputation, and Ability of the Lawyer or Lawyers Performing the Services.** As noted above, I have been licensed to practice law in Texas since 1984. I was awarded an AV rating by Martindale-Hubbell in 1999 and have been a member

of the Bar Register of Preeminent Lawyers since 2005. I was recognized as the “Litigator of the Week” in the May 14, 2012, edition of Texas Lawyer magazine, and I am a Sustaining Life Fellow of the Texas Bar Foundation.

i. **Whether the Fee is Fixed or Contingent on Results Obtained or Uncertainty of Collection Before the Legal Services Have Been Rendered.** Plaintiff has agreed to pay me an hourly rate. My compensation is not fixed or contingent on the results obtained. My fees are not affected by the uncertainty of collection before the legal services have been rendered.

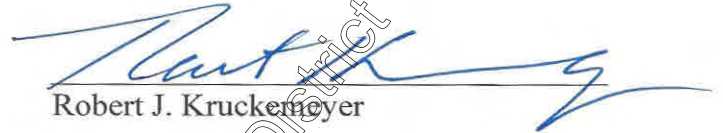
Attached hereto as Exhibit A is a copy of the Notice Letter I sent to Joshua P. Davis P.C. and Joshua P. Davis on October 18, 2022. Attached hereto as Exhibit B is a copy of the Demand Letter I sent to Joshua P. Davis P.C. and Joshua P. Davis on November 2, 2022. Attached hereto as Exhibit C are excerpts from the deposition testimony of Joshua P. Davis taken in this matter. Mr. Davis was testifying as President of Joshua P. Davis P.C. as well as Joshua P. Davis, individually. Attached hereto as Exhibit D are slip listings describing work that has been done on this matter by The Kruckemeyer Law Firm. The slip listings total over \$37,000.00. However, I have not included all time in the request for attorneys’ fees. Part of the work performed by The Kruckemeyer Law Firm includes defending against various counterclaims. I anticipate performing additional work in preparing a Reply to Defendants Response to the Motion for Summary Judgment and I anticipate appearing at a hearing on the Motion for Summary Judgment.

Based upon my experience, training, and expertise, it is my opinion that the Bank’s request for attorneys’ fees in the amount of \$24,000.00 is reasonable and necessary and equitable and just. Further, in the event an appeal to the Court of Appeals is made but is unsuccessful,

reasonable attorney's fees would be an additional \$25,000.00; in the event an appeal is made to the Texas Supreme Court is made but is unsuccessful, reasonable attorney's fees would be an additional \$25,000.00.

I declare under penalty of perjury that the facts stated herein are within my personal knowledge and are true and correct.

Houston, Texas, December 14, 2023.


Robert J. Kruckemeyer

Unofficial Copy Office of Marilyn Burgess District Clerk

CAUSE NO. 2023-02005

FROST BANK,

Plaintiff,

vs.

JOSHUA P. DAVIS P.C. AND
JOSHUA P. DAVIS,

Defendants.

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

129th JUDICIAL DISTRICT

DECLARATION OF ROBERT J. KRUCKEMEYER
IN SUPPORT OF FROST BANK'S
MOTION FOR SUMMARY JUDGMENT

EXHIBIT A

Unofficial Copy Office of Marilyn Burges District Clerk

THE KRUCKEMEYER LAW FIRM

ATTORNEY AT LAW

244 Malone Street

HOUSTON, TEXAS 77007

(713) 600-7574

bob@kruckemeyerlaw.com

kruckemeyerlaw.com

October 18, 2022



Via Certified Mail R.R.R.

No. 7021 2720 0002 5044 6798

And First Class United States Mail

Joshua P. Davis, P.C.

1010 Lamar Suite 200

Houston, Texas 77002

Via Certified Mail R.R.R.

No. 7021 2720 0002 5044 6804

And First Class United States Mail

Joshua P. Davis

4210 Markham

Conroe, Texas 77027

**Re: Notice of Claim and Demand for Payment of amounts due to Frost Bank
(the "Bank") in connection with the following agreements:**

- 1) Promissory Note dated January 25, 2022, in the original principal sum of \$180,000.00 loan No. 9001 between the Bank as Lender and Joshua P. Davis, P.C. ("JPD P.C.") as Borrower (the "Note");
- 2) Commercial Security Agreement dated January 25, 2022, between the Bank as Lender and JPD P.C. as Grantor ("JPD P.C. CSA"); and
- 3) Commercial Guaranty dated January 25, 2022, between the Bank as Lender, JPD P.C. as Borrower and Joshua P. Davis as Guarantor ("Joshua P. Davis Guaranty").

**NOTICE OF DEFAULT, DEMAND FOR PAYMENT AND
NOTICE OF INTENTION TO ACCELERATE**

Dear Mr. Davis:

\$180,000.00 (the "Note") loan No. 9001 (the "Loan"). In consideration for the Bank making the Loan to JPD P.C., JPD P.C. entered into a Commercial Security Agreement ("CSA") dated January 25, 2022, whereby JPD P.C. granted to the Bank certain rights in and to collateral to secure the repayment of the Loan.

Pursuant to the Note you were to pay the loan in one payment of all outstanding principal plus all accrued unpaid interest on January 25, 2023. In addition, you were to pay eleven (11) consecutive interest payments, beginning February 25, 2022, with interest calculated on the unpaid principal balances using an interest rate as described in the Note; 4 quarterly consecutive principal payments of \$20,000.00 each, beginning February 25, 2022, during which interest continued to accrue on the unpaid principal balances using an interest rate as described in the Note.

You have not made the full payment for May 25, 2022, or the payment for August 25, 2022. The Note has not been paid as agreed and therefore the Note is in default. Accordingly, the Bank hereby makes formal demand upon you to honor the terms of the Note and to pay the Bank all of the amounts currently due pursuant to the terms of the Note. As of October 18, 2022, you are past due on the Note in the sum of \$38,828.50. Interest continues to accrue at the rate of \$39.82 per day.

The Bank hereby demands payment of \$38,828.50 on or before 5:00 p. m., Houston time, on Friday, October 28, 2022. Payment should be directed to Mr. Mark Davis at the Bank, 6750 West Loop South, Suite 200, Houston, Texas 77057. If payment is not made as herein demanded, the Bank intends to accelerate your entire indebtedness to the Bank pursuant to the Note.

JPD P.C.'s indebtedness to the Bank has been guaranteed by Joshua P. Davis. The Bank is simultaneously making demand upon Joshua P. Davis for payment of JPD P.C.'s indebtedness to the Bank. Although demand for payment in full has been made on all of the entities identified in this paragraph, the Bank does not intend to collect more than the outstanding indebtedness of JPD P.C. to the Bank. Accordingly, Joshua P. Davis should coordinate with JPD P.C., the Borrower, and each other ensure that the Bank is not paid any more than the total demand set forth herein. Should the Bank collect more than it is entitled to receive, the Bank will promptly refund the appropriate amounts to the appropriate entities pursuant to the terms of the Bank's agreements with those entities.

If you have any questions regarding this matter please have your attorney contact the undersigned at your earliest convenience.

Sincerely,


Michael T. Kruckemeyer

RJK:uj
JPD P.C. 101822

RJK:tj
JPD P.C. 101822

cc: Mark Davis
Frost Bank

Unofficial Copy Office of Marilyn Burgess District Clerk

7021 2720 0002 5044 6798

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee: \$
 Extra Services & Fees (check box and fee as appropriate):
 Return Receipt (hardcopy) \$
 Return Receipt (electronic) \$
 Certified Mail Restricted Delivery \$
 Adult Signature Required \$
 Adult Signature Restricted Delivery \$
 Postage: \$
 Total Postage and Fees: \$

Sent To: Joshua P. Davis
 4210 Markham
 Conroe, Texas 77027

City, State, ZIP+4™: _____

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7021 2720 0002 5044 6798

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee: \$
 Extra Services & Fees (check box and fee as appropriate):
 Return Receipt (hardcopy) \$
 Return Receipt (electronic) \$
 Certified Mail Restricted Delivery \$
 Adult Signature Required \$
 Adult Signature Restricted Delivery \$
 Postage: \$
 Total Postage and Fees: \$

Sent To: Joshua P. Davis, P.C.
 1010 Lamar Suite 200
 Houston, Texas 77002

City, State, ZIP+4™: _____

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
 Print your name and address on the reverse so that we can return the card to you.
 Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Joshua P. David, P.C.
 1010 Lamar Suite 200
 Houston, Texas 77002

2. Article Number (Transfer from service label)
 9590 9402 6838 1074 9045 89
 7021 2720 0002 5044 6798

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery
 12/24/20

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Adult Signature
 Adult Signature Restricted Delivery
 Certified Mail®
 Certified Mail Restricted Delivery
 Collect on Delivery
 Collect on Delivery Restricted Delivery
 Registered Mail™
 Registered Mail Restricted Delivery
 Signature Confirmation™
 Signature Confirmation Restricted Delivery
 Priority Mail Express®
 Registered Mail™
 Registered Mail Restricted Delivery
 Signature Confirmation™
 Signature Confirmation Restricted Delivery

Unofficial Copy of Mailpiece Purposes Only - District Clerk

Domestic Return Receipt

CAUSE NO. 2023-02005

FROST BANK,

Plaintiff,

vs.

JOSHUA P. DAVIS P.C. AND
JOSHUA P. DAVIS,

Defendants.

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

129th JUDICIAL DISTRICT

DECLARATION OF ROBERT J. KRUCKEMEYER
IN SUPPORT OF FROST BANK'S
MOTION FOR SUMMARY JUDGMENT

EXHIBIT B

Unofficial Copy Office of Marilyn Burges District Clerk

THE KRUCKEMEYER LAW FIRM

244 MALONE STREET
HOUSTON, TEXAS 77007

(713) 600-7574

bob@kruckemeyeriaw.com
kruckemeyeriaw.com

November 2, 2022

Via email:

josh@thejdfirm.com

kmeza@thejdfirm.com

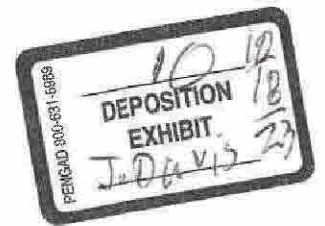
Joshua P. Davis, P.C.
1010 Lamar Suite 200
Houston, Texas 77002

Via email:

josh@thejdfirm.com

kmeza@thejdfirm.com

Joshua P. Davis
4210 Markham
Conroe, Texas 77027



Re: **Notice of Claim and Demand for Payment of amounts due to Frost Bank (the "Bank") in connection with the following agreements:**

- 1) Promissory Note dated January 25, 2022, in the original principal sum of \$180,000.00 loan No. 9001 between the Bank as Lender and Joshua P. Davis, P.C. ("JPD P.C.") as Borrower (the "Note");
- 2) Commercial Security Agreement dated January 25, 2022, between the Bank as Lender and JPD P.C. as Grantor ("JPD P.C. CSA"); and
- 3) Commercial Guaranty dated January 25, 2022, between the Bank as Lender, JPD P.C. as Borrower and Joshua P. Davis as Guarantor ("Joshua P. Davis Guaranty").

**NOTICE OF ACCELERATION AND DEMAND FOR PAYMENT IN FULL
AND NOTICE OF SETOFF**

Dear Mr. Davis:

This law firm represents Frost Bank. On or about January 25, 2022, the Bank, as Lender, and JPD P.C. as Borrower, entered into a Promissory Note in the original principal sum of

\$180,000.00 (the "Note") loan No. 9001 (the "Loan"). In consideration for the Bank making the Loan to JPD P.C., JPD P.C. entered into a Commercial Security Agreement ("CSA") dated January 25, 2022, whereby JPD P.C. granted to the Bank certain rights in and to collateral to secure the repayment of the Loan.

Pursuant to the Note you were to pay the loan in one payment of all outstanding principal plus all accrued unpaid interest on January 25, 2023. In addition, you were to pay eleven (11) consecutive interest payments, beginning February 25, 2022, with interest calculated on the unpaid principal balances using an interest rate as described in the Note; 4 quarterly consecutive principal payments of \$20,000.00 each, beginning February 25, 2022, during which interest continued to accrue on the unpaid principal balances using an interest rate as described in the Note.

You have not made the full payment for May 25, 2022, or the payment for August 25, 2022. The Note has not been paid as agreed and therefore the Note is in default.

By letter dated October 18, 2022, the Bank made demand upon JPD P.C. and Joshua P. Davis ("Davis") to make payment of \$38,828.50 on or before 5:00 p. m., Houston time, on Friday, October 28, 2022. You were advised that if payment was not made as therein demanded, the Bank intended to accelerate JPD P.C.'s entire indebtedness to the Bank pursuant to the Note.

The Note has not been paid as agreed or as demanded and accordingly, pursuant to the terms of the Note the Bank hereby declares the entire indebtedness, including the unpaid principal balance due on the Note, all accrued and unpaid interest, and all other amounts, costs and expenses for which JPD P.C. is responsible under the terms of the Note or any of JPD P.C.'s other agreements with the Bank pertaining to this loan immediately due and payable. Accordingly, the Bank hereby makes formal demand upon JPD P.C. to honor the terms of Note and to pay the Bank all of the outstanding indebtedness that JPD P.C. owes to the Bank.

The Note reads, in part, as follows:

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include, any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

Please be advised that the Bank has exercised its right of setoff. The Bank has setoff the amount of \$5,956.64 from Account Number 502388189; Account Name: Joshua P. Davis, P.C. Operating Account and applied the amount setoff as follows: Accrued interest: \$3,867.81; Principal Reduction: \$2,088.83.

After the setoff, as of the date of this letter, JPD P.C. owes the Bank \$152,911.17 principal. Accordingly, the Bank demands that JPD P.C. pay to the Bank the sum of \$152,911.17. The Bank is not waiving its rights to collect additional interest as it accrues.

The Bank demands that JPD P.C.'s payment be made by 3:00 p.m. on Friday, November 11, 2022. Payment should be directed to Mr. Davis at the Bank, 6750 West Loop South, Suite 200, Houston, Texas 77401.

JPD P.C.'s indebtedness to the Bank has been guaranteed by Joshua P. Davis. The Bank is simultaneously making demand upon Joshua P. Davis for payment of JPD P.C.'s indebtedness to the Bank. Although demand for payment in full has been made on all of the entities identified in this paragraph, the Bank does not intend to collect more than the outstanding indebtedness of JPD P.C. to the Bank. Accordingly, Joshua P. Davis should coordinate with JPD P.C., the Borrower, and each other ensure that the Bank is not paid any more than the total demand set forth herein. Should the Bank collect more than it is entitled to receive, the Bank will promptly refund the appropriate amounts to the appropriate entities pursuant to the terms of the Banks agreements with those entities.

If you have any questions regarding this matter, please have your attorney contact the undersigned at your earliest convenience.

Sincerely,

Is/ Robert J. Kruckemeyer
Robert J. Kruckemeyer

RJK:ej

JPD P.C. NOA 110222

cc: Mark Davis
Frost Bank

Unofficial Copy Office of Marilyn Burgess-Distort

Robert Kruckemeyer

From: Davis Law Group <josh@thejdfirm.com>
Sent: Wednesday, November 02, 2022 3:01 PM
To: Robert Kruckemeyer
Cc: kmeza@thejdfirm.com
Subject: Re: Correspondence from Robert J. Kruckemeyer

And that was bush-league behavior. Frost spends a lot of money trying to appeal to a lot of plaintiffs attorneys; especially within my circle of business influence.

I have no problem speaking about this behavior with anyone and everyone thinking of switching to Frost or thinking of moving their banking business. Such a waste of effort and time.

There was a payroll check that won't get paid—and the payment we made for firm health insurance will now not go through. Such awful behavior by your client for money. Frost might as well be BofA.

Let me know when you intend to respond to my request for a demand beyond what your client has communicated this far. Something that I can afford to pay, and pay over time.

Thanks,

Josh

Josh Davis

Board Certified, *Civil Trial Law & Personal Injury Trial Law*—Texas Board of Legal Specialization



1010 Lamar, Suite 200
Houston, Texas 77002
713.337.4100/Phone
713.337.4101/Fax
713.449.9104/Cell
josh@thejdfirm.com
www.thejdfirm.com

On Nov 2, 2022, at 2:54 PM, Davis Law Group <josh@thejdfirm.com> wrote:

No notice on the set-off transfer? That's new.

As I stated in my prior correspondence, we will absolutely defend ourselves to the fullest extent available to us in the event Frost pursues this course of action.

Josh Davis

Board Certified, Civil Trial Law & Personal Injury Trial Law—Texas Board of Legal Specialization
<DLG logo.jpg>

1010 Lamar, Suite 200
Houston, Texas 77002
713.337.4100/Phone
713.337.4101/Fax
713.449.9104/Cell
josh@thejdfirm.com
www.thejdfirm.com

On Nov 2, 2022, at 2:51 PM, Robert Kruckemeyer <bob@kruckemeylaw.com> wrote:

Dear Mr. Davis,

Please review the attached correspondence.

Sincerely,

The Kruckemeyer Law Firm
Robert J. Kruckemeyer
244 Malone Street
Houston, Texas 77007
(713) 600-3473

<image001.png>



Virus-free, www.avast.com

<Davis Demand Letter 110222 NOA.pdf>

Unofficial Copy Office of Marilyn Burgess District Clerk

CAUSE NO. 2023-02005

FROST BANK,

Plaintiff,

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JOSHUA P. DAVIS P.C. AND
JOSHUA P. DAVIS,

Defendants.

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

129th JUDICIAL DISTRICT

DECLARATION OF ROBERT J. KRUCKEMEYER
IN SUPPORT OF FROST BANK'S
MOTION FOR SUMMARY JUDGMENT

EXHIBIT C

Unofficial Copy Office of Marilyn Burges District Clerk

CAUSE NO. 2023-02005

FROST BANK,)	IN THE DISTRICT COURT OF
Plaintiff,)	
)	
v.)	HARRIS COUNTY, T E X A S
)	
JOSHUA P. DAVIS P.C. AND)	
JOSHUA P. DAVIS,)	
Defendants.)	129ND JUDICIAL DISTRICT

ORAL DEPOSITION OF
JOSHUA PAUL DAVIS

(In His Individual Capacity and As Corporate
Representative of Joshua P. Davis P.C.)

October 18, 2023

ORAL DEPOSITION OF JOSHUA PAUL DAVIS, produced as a witness at the instance of the Plaintiff and duly sworn, was taken in the above-styled and numbered cause on Wednesday, October 18, 2023, from 9:53 a.m. to 11:30 a.m., before JAMES M. PLAIR, Certified Shorthand Reporter in and for the State of Texas, reported by computerized stenotype machine at the offices of DAVIS LAW GROUP, 1010 Lamar Street, Suite 200, Houston, Texas 77002, pursuant to the Texas Rules of Civil Procedure and the provisions stated on the record or attached hereto.

Job No. 34916

APPEARANCES

REPRESENTING PLAINTIFF FROST BANK:

Mr. Michael T. Kruckemeyer
Mr. Robert J. Kruckemeyer
THE KRUCKEMEYER LAW FIRM
244 Malone Street
Houston, Texas 77007
713.364.0148 Telephone
Mike@KruckemeyerLaw.com Email
Bob@KruckemeyerLaw.com Email

REPRESENTING DEFENDANTS/COUNTER-PLAINTIFFS JOSHUA P. DAVIS
P.C. AND JOSHUA P. DAVIS:

Mr. Joshua P. Davis
DAVIS LAW GROUP
1010 Lamar Street, Suite 200
Houston, Texas 77002
713.337.4100 Telephone
713.337.4101 Fax
Josh@thejdfirm.com Email

THE COURT REPORTER:

Mr. James Plair

Unofficial Copy Office of Maitlyn Burgess District Clerk

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TESTIMONY OF JOSHUA PAUL DAVIS

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EXHIBITS MARKED

J. DAVIS DESCRIPTION PAGE

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Exhibit 2	Frost Bank Notice of Final Agreement for principal \$180,000, loan date 01-25-22	12
Exhibit 3	Frost Bank promissory note for principal \$180,000, loan date 01-25-22	16
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Exhibit 7	Frost Bank Commercial Guaranty for principal \$180,000, loan date 01-25-22	33
Exhibit 8	Frost Bank Commercial Security Agreement for principal \$180,000, loan date 01-25-22	37

1 Frost Bank asking them to close a personal checking
2 account, a personal savings account, a firm IOLTA account
3 for JPD P.C. and a firm operating company for JPD P.C.; is
4 that correct?

5 A. I defer to the document.

6 Q. Did Frost Bank close those accounts?

7 A. I believe so.

8 MR. M. KRUCKEMEYER: Mark that for me.

9 (Exhibit 2 marked)

10 Q. (BY MR. M. KRUCKEMEYER) This has been marked as
11 Exhibit 2, Mr. Davis; this document in your hand.

12 A. I see that.

13 Q. Okay.

14 And this document reads at the
15 top: "Notice of Final Agreement"; correct?

16 A. Yes, I see that.

17 Q. This document gives the loan date as
18 January 25th, 2022?

19 A. I see that.

20 Q. The maturity date is January 25th, 2023?

21 A. I see that.

22 Q. The account number associated with the document
23 is 6059448; correct?

24 A. I see that.

25 Q. And the principal amount indicated is \$180,000?

1 A. I see that.

2 Q. All right.

3 And the borrower here is Joshua P. Davis,
4 P.C.; correct?

5 A. I see that.

6 Q. And the lender is Frost Bank?

7 A. Yes.

8 Q. And if we flip to Page 2, you'll see a signature
9 block in the middle of the page; correct?

10 A. Yes.

11 Q. All right.

12 And the first signature we have is
13 Joshua P. Davis, P.C. and it's signed "Joshua P. Davis,
14 President of the Joshua P. Davis, P.C."; correct?

15 A. Yes.

16 Q. And you signed this document?

17 A. I did.

18 Q. Okay.

19 And then the next signature we have under
20 "Guarantor" is "Joshua P. Davis Individually"; correct?

21 A. I see that, yes.

22 Q. And if you look at the last sentence on the
23 second page, this notice is dated January 25th, 2022;
24 correct?

25 A. Yes, I see that.

1 Q. Okay. All right.

2 Referring back to the first page of the
3 document, you'll see in bold and in all caps a paragraph
4 just below the "Borrower and Lender" section: "The
5 written loan agreement represents the final agreement
6 between the parties and may not be contradicted by
7 evidence of prior, contemporaneous or subsequent oral
8 agreement of the parties. There are no unwritten oral
9 agreements between parties."

10 Did I read that correctly?

11 A. You did.

12 Q. Okay.

13 If we go down a little more: "As used in
14 this notice, the following terms have the following
15 meanings: Loan. The term 'loan' means the following
16 described loan: A non-precomputed Variable Rate
17 Nondisclosable Irregular Loan to a Corporation for
18 \$180,000 due on January 25th, 2023. This is a secured
19 renewal loan."

20 Did I read that right?

21 A. You did.

22 Q. And then we have "Loan Agreement": "The term
23 'loan Agreement' means one or more promises, promissory
24 notes, agreements, undertakings, security agreements,
25 deeds of trust or other documents or commitments or any

1 combination of those actions or documents relating to the
2 loan, including without limitation, the following," and
3 then we have --

4 I have read that correctly; correct?

5 A. You did.

6 Q. And then under that, we have "Loan Documents",
7 and there is a list of documents here; correct?

8 A. Yes, I see that.

9 Q. The first document is a Corporate Resolution,
10 Joshua P. Davis, P.C.; right?

11 A. Yes.

12 Q. And then the second document is a Texas
13 Commercial Guaranty, Joshua P. Davis; correct?

14 A. Yes.

15 Q. And then the third item listed is a Disbursement
16 Request and Authorization; correct?

17 A. I see that.

18 Q. And then we have the Notice of Final Agreement,
19 the document we are reading; right?

20 A. I see that.

21 Q. And then we have a Promissory Note?

22 A. I see that.

23 Q. And then we have the Texas Commercial Security
24 Agreement, Collateral owned by Joshua P. Davis, P.C.;
25 correct?

1 A. I see that.

2 (Exhibit 3 marked)

3 Q. (BY MR. M. KRUCKEMEYER) You have been handed a
4 document marked as Exhibit 3; is that correct?

5 A. Yes.

6 Q. And at the top it reads "Promissory Note"?

7 A. Yes.

8 Q. And the principal amount indicated pursuant to
9 the note is \$180,000?

10 A. I see that.

11 Q. The loan date is January 25th, 2022?

12 A. Yes, I see it.

13 Q. And the maturity date is January 25th, 2023?

14 A. Correct.

15 Q. The account number associated is 6059448?

16 A. I see that.

17 Q. And the borrower is Joshua P. Davis, P.C.?

18 A. I see that.

19 Q. And the lender is Frost Bank; is that correct?

20 A. Yes.

21 Q. All right.

22 If we flip to the last page of the
23 document, Page 3, we see a signature block about the
24 middle of the page. It says Joshua P. Davis, P.C., and
25 it's signed "Joshua P. Davis, President of Joshua P.

1 Davis, P.C."; correct?

2 A. Yes, I see that.

3 Q. And you signed this document, sir?

4 A. I did.

5 Q. Let me direct your attention back to Page 3, if
6 I could.

7 A. Okay.

8 Q. You see how these sections are indicated in bold
9 and in all capital letters?

10 A. Yes.

11 Q. I would direct your attention to the third
12 section, Renewal and Extension.

13 A. Yes.

14 Q. "This Note is given in renewal and extension and
15 not in novation of the following described indebtedness:
16 The promissory note from Borrower to Frost Bank dated
17 October 20th, 2021 in the original principal amount of
18 \$200,000."

19 Did I read that right?

20 A. You did.

21 Q. So this promissory note is a renewal and
22 extension of a promissory note that you had entered into
23 the bank -- entered into with that -- I'm sorry. Scratch
24 that.

25 This promissory note is a renewal and

1 20,000-dollar second quarterly payment on or before
2 May 25th, 2022?

3 A. No.

4 Q. So you disagree that JPD P.C. failed to make the
5 second quarterly payment on or before May 25th, 2022?

6 A. I do.

7 Q. But you also don't claim that JPD P.C. did make
8 the 20,000-dollar payment on or before May 25th, 2022?

9 A. Correct.

10 Q. If JPD P.C. had failed to make the second
11 quarterly payment on or before May 25th, 2022, that would
12 have been an event of default, correct?

13 A. Based on the terms of the promissory note, yes.

14 Q. Did JPD P.C. make the third quarterly payment of
15 \$20,000 on or before August 25th, 2022?

16 A. No.

17 Q. Would that constitute an event of default under
18 the promissory note?

19 A. Absent some other written agreement, yes.

20 Q. Is it your contention some other written
21 agreement exists between yourself and the bank that would
22 prevented -- that would have made it such that you didn't
23 have to make the third quarterly payment of \$20,000 on or
24 before August 25th, 2022?

25 A. There are multiple.

1 A. Correct.

2 Q. Okay.

3 (Exhibit 7 marked)

4 Q. (BY MR. M. KRUCKEMEYER) You have just been
5 handed a document marked as Exhibit 7; is that correct?

6 A. Yes.

7 Q. And this document is entitled "Commercial
8 Guaranty"?

9 A. I see that.

10 Q. Okay.

11 And the principal amount associated with
12 this document is \$180,000?

13 A. Yes.

14 Q. The loan date is January 25th, 2022?

15 A. Yes.

16 Q. The maturity date is January 25th, 2023;
17 correct?

18 A. Yes, yes.

19 Q. The account number associated with this document
20 is 6059448; correct?

21 A. I see that.

22 Q. Okay.

23 And if we flip to Page 5 of this document,
24 we see a signature block at the top?

25 A. Yes.

1 Q. And it says "Guarantor"?

2 A. Correct.

3 Q. And under that, it says "Joshua P. Davis"?

4 A. Correct.

5 Q. And it's signed by yourself?

6 A. True.

7 Q. Okay.

8 And the last sentence, just above the
9 signature block, reads: "This guaranty is dated
10 January 25th, 2022"; correct?

11 A. Correct.

12 Q. This document identifies the borrower as
13 Joshua P. Davis, P.C.; correct?

14 A. Yes.

15 Q. The lender is Frost Bank?

16 A. Correct.

17 Q. And the guarantor is Joshua P. Davis
18 individually; right?

19 A. I see that, yes.

20 Q. This address, 4210 Markham, does that have any
21 meaning to you at this point?

22 A. No.

23 It was an old address for my home, but even
24 at the -- I guess I didn't notice, but at the time it was
25 no longer my home address.

1 offered to Frost Bank as collateral for the loan of
2 \$180,000; right?

3 A. I wouldn't say offered. It was required.

4 In order to get the extension, this
5 particular security agreement was required.

6 Q. Do you know anyone at Frost Bank by the name of
7 "Mark Davis"?

8 A. I do.

9 Q. When did you first meet Mr. Mark Davis?

10 A. I don't know.

11 Q. Have you ever met Mr. Mark Davis in person?

12 A. Not to my remembrance.

13 Q. Do you recall when you first began a
14 correspondence with Mr. Mark Davis?

15 A. It would have been in the fall of 2021.

16 Q. What did you understand Mr. Davis' position to
17 be at the bank?

18 A. I understood him to be a vice president.

19 (Exhibit 9 marked)

20 Q. (BY MR. M. KRUCKEMEYER) Do you recognize this
21 document?

22 A. Yes.

23 Q. This document has been marked as Exhibit 9;
24 correct?

25 A. That is what it's been marked.

1 Q. And this letter is dated October 18th, 2022;
2 correct?

3 A. I see that.

4 Q. This letter is addressed to JPD P.C.?

5 A. Yes.

6 Q. And this letter is addressed to you
7 individually; correct?

8 A. I see that.

9 Q. Did you receive a copy of this letter?

10 A. I did.

11 Q. Did JPD P.C. also receive a copy of this letter?

12 A. I was referring to the P.C. That's who received
13 a copy of the letter.

14 Q. But you did not personally receive a copy of the
15 letter?

16 A. Well, I received a copy of the letter. The
17 address for the individual, Joshua P. Davis, on the letter
18 is wrong. And so with respect to that address, as
19 addressed to me individually, I did not receive that
20 particular letter.

21 Q. Okay.

22 Because this 4210 Markham is not a good
23 address for you at that time?

24 A. Not just that. It's not a good address:
25 Conroe, Texas. It's not Conroe, Texas. It's Houston,

1 the bank pursuant to the note."

2 Do you see that?

3 A. Yes.

4 (Exhibit 10 marked)

5 THE WITNESS: Thank you.

6 Q. (BY MR. M. KRUCKEMEYER) You have just been
7 handed a document that's been marked as Exhibit 10; is
8 that correct?

9 A. Yes.

10 Q. Do you recognize this document?

11 A. Yes.

12 Q. This document is addressed to Joshua P. Davis,
13 P.C.; correct?

14 A. Yes.

15 Q. And this document is also addressed to Joshua P.
16 Davis personally; correct?

17 A. Yes.

18 Q. All right.

19 And you received a copy of this letter on
20 November 2nd, 2022?

21 A. Yes.

22 Q. All right.

23 This letter is entitled "Notice of
24 Acceleration and Demand for Payment in Full and Notice of
25 Setoff"; correct?

CHANGES AND SIGNATURE

ORAL DEPOSITION OF JOSHUA PAUL DAVIS OCTOBER 18, 2023

PAGE	LINE	CHANGE	REASON
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1
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Unofficial Copy Office of Marilyn Burgess District Clerk

1 I, JOSHUA PAUL DAVIS, have read the foregoing
2 deposition and hereby affix my signature that same is true
3 and correct, except as noted herein.

4
5 _____
6 JOSHUA PAUL DAVIS

7
8 THE STATE OF _____)

9 COUNTY OF _____)

10 Before me, _____, on this day
11 personally appeared JOSHUA PAUL DAVIS, known to me or
12 proved to me under oath or through
13 _____ (description of identity card or other
14 document) to be the person whose name is subscribed to the
15 foregoing instrument and acknowledged to me that he/she
16 executed the same for the purposes and consideration
17 therein expressed.

18 Given under my hand and seal of office on this
19 _____ day of _____, 2023.

20
21 _____
22 NOTARY PUBLIC IN AND FOR
23 THE STATE OF _____

24 My Commission expires: _____
25

CAUSE NO. 2023-02005

1		
2	FROST BANK,) IN THE DISTRICT COURT OF
3	Plaintiff,)
4	v.) HARRIS COUNTY, T E X A S
5	JOSHUA P. DAVIS P.C. AND)
6	JOSHUA P. DAVIS,)
7	Defendants.) 129ND JUDICIAL DISTRICT

REPORTER'S CERTIFICATION

ORAL DEPOSITION OF JOSHUA PAUL DAVIS

(In His Individual Capacity and As Corporate
Representative of Joshua P. Davis P.C.)

Wednesday, October 18, 2023

I, JAMES M. PLAIR, Certified Shorthand Reporter in and
for the State of Texas, hereby certify to the following:

That the witness, JOSHUA PAUL DAVIS, was duly sworn by
the officer and that the transcript of the oral deposition
is a true record of the testimony given by the witness;

That pursuant to information given to the deposition
officer at the time said testimony was taken, the
following includes all parties of record and the amount of
time used by each party at the time of the deposition:

Mr. Michael T. Kruckemeyer - (01:31:13)
Attorney for PLAINTIFF

Mr. Joshua P. Davis - (00:00:00)
Attorney for DEFENDANTS/COUNTER-PLAINTIFFS JOSHUA
P. DAVIS P.C. AND JOSHUA P. DAVIS

I further certify that I am neither counsel for,

1 related to, nor employed by any of the parties or
2 attorneys in the action in which this proceeding was taken
3 and, further, that I am not financially or otherwise
4 interested in the outcome of this action.

5 Further certification requirements pursuant to
6 Rule 203 of the Texas Code of Civil Procedure will be
7 complied with after they have occurred.

8 Certified to by me on this the 6th day of November,
9 A.D., 2023.

10
11
12
13
14 _____
15 JAMES M. PLAIR, CSR
16 Texas CSR 4409
17 Expiration: 12-31-2024
18 CARLISLE REPORTING
19 Firm Registration No. 395
20 832 Tulane Street
21 Houston, Texas 77007
22 713.864.4443 Phone
23 depos@carlislereporting.com
24
25

FURTHER CERTIFICATION UNDER TRCP RULE 203

That the deposition transcript was submitted on _____, 2023, to the witness or to the attorney for the witness for examination, signature and return to CARLISLE REPORTING by _____, 2023;

That The original deposition was/was not returned to CARLISLE REPORTING on _____;

If returned, the attached Changes and Signature page(s) contain(s) any changes and the reasons therefor;

If returned, the original deposition was delivered to Mr. Michael T. Kruckemeyer, Custodial Attorney;

That \$ _____ is the deposition officer's charges to the Plaintiff for preparing the original deposition transcript and any copies of exhibits;

That the deposition was delivered in accordance with Rule 203.3, and that a copy of this certificate was served on all parties shown herein on _____ and filed with the Clerk.

Certified to by me on this _____ day of _____, 2023.

CARLISLE REPORTING
Firm Registration No. 395
832 Tulane Street
Houston, Texas 77007
713.864.4443 Phone
depos@carlislereporting.com

CAUSE NO. 2023-02005

FROST BANK,

Plaintiff,

vs.

JOSHUA P. DAVIS P.C. AND
JOSHUA P. DAVIS,

Defendants.

§
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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

129th JUDICIAL DISTRICT

DECLARATION OF ROBERT J. KRUCKEMEYER
IN SUPPORT OF FROST BANK'S
MOTION FOR SUMMARY JUDGMENT

EXHIBIT D

Unofficial Copy Office of Mairlyn Burgess District Clerk

Selection Criteria

Slip.Transaction Dat Earliest - 12/14/2023
Slip.Classification Open
Clie.Selection Include: Frost-Davis

Rate Info - identifies rate source and level

Slip ID	Dates and Time	Posting Status	Description	Timekeeper	Activity	Client	Phase/Task	Units	DNB Time	Rate	Slip Value
								Est. Time	Rate Info	Bill Status	
								Variance			
24232	10/17/2022	Billed	Review loan documents. Prepare Notice of Intention to Accelerate letter to Mr. Davis.	Mike	Manage data	Frost-Davis	Joshua P. Davis	2.00 0.00 0.00 0.00	225.00	T@2	450.00
24236	10/18/2022	Billed	Revise and send Demand Letter to Mr. Davis.	Bob	Manage data	Frost-Davis	Joshua P. Davis	0.75 0.00 0.00 0.00	450.00	T	337.50
24237	10/18/2022	Billed	Certified Mail to Davis PC and Mr. Davis.	Bob	Postage	Frost-Davis	Joshua P. Davis	2	8.50		17.00
24284	10/31/2022	Billed	Prepare Notice of Acceleration letter.	Bob	Manage data	Frost-Davis	Joshua P. Davis	0.75 0.00 0.00 0.00	450.00	T	337.50
24295	11/2/2022	Billed	Revise Demand and Notice of Setoff Letter. Communicate with Mark Davis and Joshua Davis re same.	Bob	Manage data	Frost-Davis	Joshua P. Davis	1.00 0.00 0.00 0.00	450.00	T	450.00
24337	11/16/2022	Billed	Communicate with Mr. Davis and Mr. Davis re settlement proposal.	Bob	Communicat/OUT	Frost-Davis	Joshua P. Davis	0.50 0.00 0.00 0.00	475.00	T	237.50
24477	1/4/2023	Billed	Communicate with Mr. McRae re demand on Joshua Davis. Communicate with Mr. Davis re same.	Bob	Communicat/CLI	Frost-Davis	Joshua P. Davis	0.50 0.00 0.00 0.00	450.00	T	225.00

Unofficial Copy Office of Merilyn Burgess District Clerk

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Phase/Task	Variance		
24482	Bob	1.50	450.00	675.00
1/6/2023	Communicat/OUT	0.00	T	
Billed	G:13160 2/1/2023 Frost-Davis	0.00		
Communicate with Mr. Davis and Mr. McCrae re settlement. Work on Plaintiff's Original Petition.				
24491	Mike	2.00	225.00	450.00
1/9/2023	Manage data	0.00	T	
Billed	G:13160 2/1/2023 Frost-Davis	0.00		
Work on Plaintiff's Original Petition.				
24492	Bob	0.50	450.00	225.00
1/10/2023	Manage data	0.00	T	
Billed	G:13160 2/1/2023 Frost-Davis	0.00		
Revise Plaintiff's Original Petition.				
24502	Bob	1.00	450.00	450.00
1/11/2023	Manage data	0.00	T	
Billed	G:13160 2/1/2023 Frost-Davis	0.00		
Finalize and attend to filing of the Plaintiff's Original Petition.				
24503	Bob	1	379.92	379.92
1/11/2023	Court fees			
Billed	G:13160 2/1/2023 Frost-Davis			
Fee to file the Plaintiff's Original Petition.				
24795	Mike	3.25	250.00	812.50
3/28/2023	Manage data	0.00	T	
Billed	G:13200 4/2/2023 Frost-Davis	0.00		
Review Defendant's Answer and Counterclaim. Analyze claims by Defendant.				
24797	Mike	2.50	250.00	625.00
3/30/2023	Manage data	0.00	T	
Billed	G:13200 4/2/2023 Frost-Davis	0.00		
Further analysis of Mr. Joshua Davis' claims. Communicate with Mr. Mark Davis re same.				
24810	Bob	0.25	450.00	112.50
4/5/2023	Communicat/CLI	0.00	T	
Billed	G:13223 5/1/2023 Frost-Davis	0.00		
Communicate with Mr. McCrae re settlement.				
24844	Bob	1.00	450.00	450.00
4/19/2023	Manage data	0.00	T	
Billed	G:13223 5/1/2023 Frost-Davis	0.00		
Work on Initial Disclosures. Communicate with Mr. Joshua P. Davis re same.				

Unofficial Copy Office of Marilyn Burgess District Clerk

Slip ID	Dates and Time	Timekeeper	Units	Rate	Slip Value
Posting Status		Activity	DNB Time	Rate Info	
Description		Client	Est. Time	Bill Status	
		Phase/Task	Variance		
24888	TIME	Bob	1.25	450.00	562.50
5/4/2023		Manage data	0.00	T	
Billed	G:13251	6/2/2023 Frost-Davis	0.00		
Begin review of Frost/Davis Emails.		Joshua P. Davis	0.00		
24895	TIME	Bob	2.25	450.00	1012.50
5/5/2023		Manage data	0.00	T	
Billed	G:13251	6/2/2023 Frost-Davis	0.00		
Continue to review Frost Bank emails in preparation of Initial Disclosures.		Joshua P. Davis	0.00		
24911	TIME	Bob	3.25	450.00	1462.50
5/10/2023		Manage data	0.00	T	
Billed	G:13251	6/2/2023 Frost-Davis	0.00		
Complete review of Frost Bank emails to produce with Initial Disclosures. Send to service for bates labeling and copying.		Joshua P. Davis	0.00		
24916	TIME	Bob	2.25	450.00	1012.50
5/11/2023		Manage data	0.00	T	
Billed	G:13251	6/2/2023 Frost-Davis	0.00		
Finalize and serve Plaintiff's Initial Disclosures. Attend to service of documents in connection with the Initial Disclosures. Review Initial Disclosures served by Defendant.		Joshua P. Davis	0.00		
24925	TIME	Bob	1.25	450.00	562.50
5/15/2023		Manage data	0.00	T	
Billed	G:13251	6/2/2023 Frost-Davis	0.00		
Work on discovery to Davis.		Joshua P. Davis	0.00		
24939	TIME	Mike	3.25	250.00	812.50
5/18/2023		Manage data	0.00	T	
Billed	G:13251	6/2/2023 Frost-Davis	0.00		
Work on discovery to Joshua Davis.			0.00		
24941	EXP	Bob	1	447.01	447.01
5/31/2023		Copying			
Billed	G:13251	6/2/2023 Frost-Davis			
Bates Labeling and copying of exhibits produced to Mr. Davis.		Joshua P. Davis			
24942	TIME	Mike	1.50	225.00	337.50
5/31/2023		Manage data	0.00	T	
Billed	G:13251	6/2/2023 Frost-Davis	0.00		
Revise discovery to Mr. Davis.		Joshua P. Davis	0.00		
24997	TIME	Bob	0.25	450.00	112.50
6/13/2023		Communicat/OUT	0.00	T	
Billed	G:13279	7/7/2023 Frost-Davis	0.00		
Communicate with ..		iscovery. Joshua P. Davis	0.00		

Unofficial Copy Office of Marilyn Burgess District Clerk

Slip ID	Dates and Time	Posting Status	Description	Timekeeper	Activity	Client	Phase/Task	Units	DNB Time	Rate	Rate Info	Slip Value
								Est. Time	Variance	Bill Status		
25075	7/14/2023		Review Davis' Responses to the Bank's discovery requests.	Bob	Manage data	Frost-Davis	Joshua P. Davis	0.50	0.00	450.00	T	225.00
	Billed	G:13302						0.00	0.00			
25117	7/26/2023		Work on Protective Order and Discovery Issues.	Bob	Manage data	Frost-Davis	Joshua P. Davis	0.75	0.00	450.00	T	337.50
	Billed	G:13302						0.00	0.00			
25147	8/3/2023		Revise Protective Order. Communicate with Mr. Davis re same and discovery responses.	Bob	Manage data	Frost-Davis	Joshua P. Davis	0.75	0.00	450.00	T	337.50
	Billed	G:13323						0.00	0.00			
25224	8/29/2023		Work on Motion to Enforce Jury Waiver. Communicate with Mr. Davis re same. Attend to filing and service. Attend to filing and service Confidentiality Order.	Bob	Manage data	Frost-Davis	Joshua P. Davis	1.50	0.00	450.00	T	675.00
	Billed	G:13323						0.00	0.00			
25241	9/6/2023		Obtain Signed Confidentiality Order. Communicate with Mr. Davis re production of documents.	Bob	Manage data	Frost-Davis	Joshua P. Davis	0.50	0.00	450.00	T	225.00
	Billed	G:13348						0.00	0.00			
25250	9/11/2023		Review documents produced by Davis.	Bob	Manage data	Frost-Davis	Joshua P. Davis	0.50	0.00	450.00	T	225.00
	Billed	G:13348						0.00	0.00			
25251	9/11/2023		Work on Motion for Summary Judgment.	Mike	Manage data	Frost-Davis	Joshua P. Davis	2.00	0.00	225.00	T@2	450.00
	Billed	G:13348						0.00	0.00			
25264	9/14/2023		Draft/revise Motion for Summary Judgment.	Mike	Draft/revise	Frost-Davis	Joshua P. Davis	2.50	0.00	225.00	T	562.50
	Billed	G:13348						0.00	0.00			
25270	9/19/2023		Work on Motion for Summary Judgment.	Mike	Manage data	Frost-Davis	Joshua P. Davis	3.00	0.00	225.00	T	675.00
	Billed	G:13348						0.00	0.00			

Unofficial Copy Office of Marilyn Burgess District Clerk

Slip ID	Dates and Time	Posting Status	Description	Timekeeper	Activity	Client	Phase/Task	Units	DNB Time	Rate	Rate Info	Slip Value
								Est. Time	Est. Time	Bill Status		
								Variance				
25271	TIME			Mike	Manage data			2.75	225.00	618.75		
	9/18/2023				Manage data			0.00	T			
	Billed	G:13348	10/2/2023	Frost-Davis				0.00				
				Joshua P. Davis				0.00				
					Work on Motion for Summary Judgment.							
25285	TIME			Mike	Manage data			3.25	225.00	731.25		
	9/20/2023				Manage data			0.00	T			
	Billed	G:13348	10/2/2023	Frost-Davis				0.00				
				Joshua P. Davis				0.00				
					Work on Motion for Summary Judgment.							
25292	TIME			Mike	Manage data			1.75	225.00	393.75		
	9/22/2023				Manage data			0.00	T			
	Billed	G:13348	10/2/2023	Frost-Davis				0.00				
				Joshua P. Davis				0.00				
					Work on Motion for Summary Judgment.							
25296	TIME			Mike	Manage data			2.25	225.00	506.25		
	9/25/2023				Manage data			2.25	T			
	Billed	G:13348	10/2/2023	Frost-Davis				0.00				
				Joshua P. Davis				0.00				
					Work on Motion for Summary Judgment.							
25303	TIME			Bob	Manage data			0.75	450.00	337.50		
	9/26/2023				Manage data			0.00	T			
	Billed	G:13348	10/2/2023	Frost-Davis				0.00				
				Joshua P. Davis				0.00				
					Prepare deposition notices for Mr. Davis and the corporate representative of Davis PC.							
25305	TIME			Mike	Manage data			1.75	225.00	393.75		
	9/27/2023				Manage data			0.00	T			
	Billed	G:13348	10/2/2023	Frost-Davis				0.00				
				Joshua P. Davis				0.00				
					Work on Motion for Summary Judgment and prepare for deposition of Mr. Davis.							
25306	TIME			Mike	Manage data			1.25	225.00	281.25		
	9/28/2023				Manage data			0.00	T			
	Billed	G:13348	10/2/2023	Frost-Davis				0.00				
				Joshua P. Davis				0.00				
					Work on Motion for Summary Judgment and prepare for deposition of Mr. Davis.							
25317	TIME			Bob	Manage data			0.50	550.00	275.00		
	10/4/2023				Manage data			0.00	T			
	Billed	G:13371	11/1/2023	Frost-Davis				0.00				
				Joshua P. Davis				0.00				
					Review documents produced by Bank. Conference with Mr. Kruckemeyer re same.							
25322	TIME			Mike	Manage data			2.75	225.00	618.75		
	10/5/2023				Manage data			0.00	T			
	Billed	G:13371	11/1/2023	Frost-Davis				0.00				
				Joshua P. Davis				0.00				
					Prepare for deposition of Mr. Joshua Davis.							
25331	TIME			Mike	Manage data			2.25	225.00	506.25		
	10/10/2023				Manage data			0.00	T@1			
	Billed	G:13371	11/1/2023	Frost-Davis				0.00				
				Joshua P. Davis				0.00				
					Review additional documents provided by the							

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Slip ID	Dates and Time	Timekeeper	Units	Rate	Slip Value
Posting Status		Activity	DNB Time	Rate Info	
Description		Client	Est. Time	Bill Status	
		Phase/Task	Variance		
Bank in preparation for Joshua Davis' deposition.					
25349	TIME	Mike	5.50	225.00	1237.50
10/17/2023		Manage data	0.00	T	
Billed	G:13371	11/1/2023 Frost-Davis	0.00		
Prepare for deposition of Joshua Davis.					
		Joshua P. Davis	0.00		
25354	TIME	Bob	1.00	450.00	450.00
10/18/2023		Appear/attend	0.00	T	
Billed	G:13371	11/1/2023 Frost-Davis	0.00		
Prepare for and attend deposition of Joshua Davis.					
		Joshua P. Davis	0.00		
25355	TIME	Mike	2.25	225.00	506.25
10/18/2023		Appear/attend	0.00	T	
Billed	G:13371	11/1/2023 Frost-Davis	0.00		
Work on Motion for Summary Judgment.					
		Joshua P. Davis	0.00		
25357	TIME	Mike	2.25	225.00	506.25
10/19/2023		Draft/revise	0.00	T	
Billed	G:13371	11/1/2023 Frost-Davis	0.00		
Draft/revise Motion for Summary Judgment.					
		Joshua P. Davis	0.00		
25363	TIME	Mike	2.50	225.00	562.50
10/20/2023		Manage data	0.00	T	
Billed	G:13371	11/1/2023 Frost-Davis	0.00		
Work on Motion for Summary Judgment.					
		Joshua P. Davis	0.00		
25364	TIME	Mike	2.00	225.00	450.00
10/23/2023		Manage data	0.00	T	
Billed	G:13371	11/1/2023 Frost-Davis	0.00		
Work on Motion for Summary Judgment.					
			0.00		
25372	TIME	Mike	1.75	225.00	393.75
10/26/2023		Manage data	0.00	T	
Billed	G:13371	11/1/2023 Frost-Davis	0.00		
Work on Motion for Summary Judgment.					
		Joshua P. Davis	0.00		
25373	TIME	Bob	0.25	450.00	112.50
10/26/2023		Communicat/CLI	0.00	T	
Billed	G:13371	11/1/2023 Frost-Davis	0.00		
Communicate with Mr. Mark Davis and Ms. Underwood regarding their depositions.					
Communicate with Mr. McRae regarding Josh Davis settlement offer.					
		Joshua P. Davis	0.00		
25379	TIME	Bob	0.25	450.00	112.50
10/27/2023		Communicat/CLI	0.00	T	
Billed	G:13371	11/1/2023 Frost-Davis	0.00		
Communicate with Mr. McRae re settlement offer.					
Communicate with Mr. Josh Davis re same.					
		Joshua P. Davis	0.00		

Slip ID	Dates and Time	Timekeeper	Units	Rate	Slip Value
Posting Status		Activity	DNB Time	Rate Info	
Description		Client	Est. Time	Bill Status	
		Phase/Task	Variance		
25380	TIME	Bob	0.75	450.00	337.50
10/30/2023		Manage data	0.00	T	
Billed	G:13371	11/1/2023 Frost-Davis	0.00		
Calculate current payoff. Communicate with Mr. Joshua P. Davis					
McRae re settlement. Communicate with Mr. Mark Davis and Ms. Underwood re depositions.					
25384	TIME	Bob	0.50	450.00	225.00
10/31/2023		Communicat/CLI	0.00	T	
Billed	G:13371	11/1/2023 Frost-Davis	0.00		
Communicate with Mr. Mark Davis re status and negotiations. Communicate with Mr. McRae re same.					
25388	TIME	Mike	4.25	225.00	956.25
10/18/2023		Appear/attend	0.00	T	
Billed	G:13371	11/1/2023 Frost-Davis	0.00		
Prepare for and attend deposition of Joshua Davis.					
25391	TIME	Bob	0.25	450.00	112.50
11/1/2023		Communicat/CLI	0.00	T	
Billed	G:13384	12/1/2023 Frost-Davis	0.00		
Communicate with Mr. Mark Davis re settlement.					
25394	TIME	Bob	0.25	450.00	112.50
11/2/2023		Communicat/OUT	0.00	T	
Billed	G:13384	12/1/2023 Frost-Davis	0.00		
Communicate settlement offer to Mr. Joshua Davis. Communicate with Mr. Mark Davis and Mr. McRae re response.					
25399	TIME	Bob	0.25	450.00	112.50
11/6/2023		Communicat/CLI	0.00	T	
Billed	G:13384	12/1/2023 Frost-Davis	0.00		
Communicate with Mr. Mark Davis re depositions.					
25400	EXP	Bob	1	852.36	852.36
11/6/2023		Transcript/DEP			
Billed	G:13384	12/1/2023 Frost-Davis			
Carlisle Reporting Invoice No. 203791 for reporting of Joshua Davis' deposition.					
25404	TIME	Bob	2.50	450.00	1125.00
11/8/2023		Manage data	0.00	T	
Billed	G:13384	12/1/2023 Frost-Davis	0.00		
Work on Motion for Summary Judgment on the Bank's claims and on Davis Counterclaims.					
25408	TIME	Bob	4.25	450.00	1912.50
11/9/2023		Manage data	0.00	T	
Billed	G:13384	12/1/2023 Frost-Davis	0.00		
Work on Plaintiff's Motion for Summary Judgment					

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Slip ID	Dates and Time	Posting Status	Description	Timekeeper	Activity	Client	Phase/Task	Units	DNB Time	Est. Time	Variance	Rate	Rate Info	Bill Status	Slip Value
			on Counter-Plaintiffs' Counterclaims.												
25413	11/10/2023	Billed	Work on Motion for Summary Judgment on Counterclaims.	Bob	Manage data	Frost-Davis	Joshua P. Davis	3.75	0.00	0.00	0.00	450.00	T		1687.50
						G:13384	12/1/2023								
25418	11/13/2023	Billed	Work on Motion for Summary Judgment on Counter-Claims.	Bob	Manage data	Frost-Davis	Joshua P. Davis	2.25	0.00	0.00	0.00	450.00	T		1012.50
						G:13384	12/1/2023								
25422	11/14/2023	Billed	Work on Motion for Summary Judgment on Bank's claims.	Bob	Manage data	Frost-Davis	Joshua P. Davis	2.75	0.00	0.00	0.00	450.00	T		1237.50
						G:13384	12/1/2023								
25424	11/15/2023	Billed	Work on Motions for Summary Judgment on the Bank's Claims and Davis' Counterclaims. Communicate with Mr. Mark Davis regarding his Declaration.	Bob	Manage data	Frost-Davis	Joshua P. Davis	3.25	0.00	0.00	0.00	450.00	T		1462.50
						G:13384	12/1/2023								
25477	12/5/2023	WIP	Obtain hearing date for Motions for Summary Judgment. Work on Motion for Summary Judgment.	Bob	Communicat/OUT	Frost-Davis	Joshua P. Davis	1.25	0.00	0.00	0.00	450.00	T		562.50
25503	12/13/2023	WIP	Work on Declaration of Robert Kruckemeyer re Default Judgment.	Bob	Manage data	Frost-Davis	Joshua P. Davis	1.00	0.00	0.00	0.00	450.00	T		450.00
Grand Total															
					Billable			106.75							36915.04
					Unbillable			2.25							506.25
					Total			109.00							37421.29

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