

CAUSE NO. J5-CV-22-263457

JADEN RILEY

Plaintiff,

v.

**BLACK FOREST WORKSHOP AND
HARVEY LEE RECTOR**

Defendants.

§
§
§
§
§
§
§
§
§

IN THE JUSTICE COURT

PRECINCT FIVE

TRAVIS COUNTY, TEXAS

**DEFENDANTS BLACK FOREST WORKSHOP, INC. AND HARVEY LEE RECTOR'S
ORIGINAL ANSWER AND ORIGINAL COUNTERCLAIM**

TO THE HONORABLE COURT:

Defendants Black Forest Workshop, Inc., incorrectly identified as “Black Forest Workshop” and Harvey Lee Rector (collectively “Defendants”) and file this Original Answer and Original Counterclaim against Plaintiff Jaden Riley. In support, Defendants would show unto the Court as follows:

I. ORIGINAL ANSWER

a. General Denial

1. Under Rule 92 of the Texas Rules of Civil Procedure, Defendants generally deny each and every, all and singular, the material allegations in Plaintiff’s Original Petition and demands strict proof thereof.

b. Jury Demand

2. Defendants hereby demand a trial by jury.

c. Conclusion & Prayer

3. For all these reasons, Defendants pray that Plaintiff take nothing by her claims

against them, that Defendants recover their costs incurred herein, and for such other and further relief the Court deems appropriate under the circumstances.

II. ORIGINAL COUNTERCLAIM

a. Statement of Claim

1. Black Forest seeks monetary relief of less than \$20,000, including attorneys' fees and costs of court incurred herein.

b. Parties

2. Plaintiff/Counter-Defendant Jaden Riley is an individual residing in Travis County, Texas and has appeared herein.

3. Defendant/Counter-Plaintiff Black Forest Werkshop, Inc. is a Texas corporation with its principal place of business in Travis County, Texas.

c. Jurisdiction & Venue

4. Jurisdiction and Venue are proper in the Justice Court of Travis County, Texas Precinct Five because Precinct Five is where the contract or agreement at issue was to be performed and because Black Forest seeks monetary relief of less than \$20,000.

d. Factual Background

5. Black Forest is an auto repair shop in Austin, Texas that is owned and operated by Mr. Rector. Black Forest specializes in BMW, Mercedes, Mini, and Porsche.

6. In September 2021, Ms. Riley presented her 2012 BMW 328i to Black Forest for various repairs, including but not limited to repairing damage to the front and rear bumpers, re-attaching the rear-view mirror, and repairing the headlights. After receiving a quote, Ms. Riley fully authorized Black Forest to perform the work. In addition, Ms. Riley fully authorized Black Forest to outsource the body work to a third-party.

7. After the work was performed, Black Forest presented Ms. Riley with Service Invoice # 27477 with a total amount of \$2,683.62. Ms. Riley's insurance carrier paid Black Forest \$415.16 of the total amount. Thus, Ms. Riley was responsible for the remaining balance of \$2,268.46.

8. Shortly thereafter, Ms. Riley presented Black Forest with a check in the amount of \$2,268.46 to cover the balance due and owing under Service Invoice # 27477. When Black Forest attempted to deposit the check, however, Black Forest learned that Ms. Riley had closed the bank account and thus the balance of \$2,268.46 remains due and owing.

e. Cause of Action: Breach of Contract

9. Black Forest hereby incorporates the preceding paragraphs as if fully set forth herein.

10. Black Forest and Ms. Riley entered into a valid contract for the repair of her vehicle.

11. Black Forest fully performed under the contract.

12. Ms. Riley breached the contract in: (1) presenting a check associated with a closed bank account, and (2) failing to pay the amount due and owing under Service Invoice #27477.

13. As a result of Ms. Riley's breach, Black Forest has been injured in an amount of no less than \$2,268.46.

f. Attorney's Fees and Costs

14. Pursuant to Chapter 38 of the Texas Civil Practice & Code, Black Forest seeks its attorney's fees incurred in pursuing this claim. To that end, Black Forest has retained the law firm of McGinnis Lochridge, LLP to defend Black Forest and Mr. Rector against Ms. Riley's claim and to assert this counterclaim against Ms. Riley.

g. Conditions Precedent

15. All conditions precedent to Black Forest's counterclaim have occurred or otherwise been satisfied.

h. Conclusion & Prayer

16. For these reasons, Defendant Black Forest Workshop, Inc. respectfully request that, after final trial, (1) judgment be rendered in favor of Black Forest in the amount of \$2,268.46; (2) that Black Forest recover its attorney's fees and court costs incurred herein; and (3) for such other and further relief the Court deems appropriate under the circumstances.

Respectfully submitted,

/s/ Austin L. Jones
Ashton G. Cumberbatch, Jr.
State Bar No. 05222400
Austin L. Jones
State Bar No. 24116579
MCGINNIS LOCHRIDGE, LLP
1111 W. 6th Street, Bldg. B, Suite 400
Austin, Texas 78703
512.495.6000 (t)
512.505.6380 (f)
acumberbatch@mcginnislaw.com
ajones@mcginnislaw.com

ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

I hereby certify that on the 21st day of July, 2022 I served the foregoing Original Answer and Original Counterclaim on all parties of record via e-file.

/s/ Austin L. Jones
Austin L. Jones