

CAUSE NO. 2024CCV-60001-1

NUECES COUNTY, TEXAS
Plaintiff,

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IN THE COUNTY COURT

v.

AT LAW NO. 1

JONES FAMILY TRUST¹ AND
LAURENCE R. JONES, III,
INDIVIDUALLY AND AS
REPRESENTATIVE OF THE
JONES FAMILY TRUST
Defendants.

NUECES COUNTY, TEXAS

**DEFENDANT LAURENCE R. JONES III'S TRADITIONAL
MOTION FOR PARTIAL SUMMARY JUDGMENT**

Respectfully submitted,

WINSTEAD PC



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**ATTORNEYS FOR DEFENDANT
LAURENCE R. JONES III**

¹ The "Jones Family Trust" is a nonexistent entity, a fact made known to the County.

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Defendant and Counter-Plaintiff Laurence R. Jones III (“Mr. Jones” or “Defendant”) files this Traditional Motion for Partial Summary Judgment against Plaintiff/Counter-Defendant Nueces County, Texas (“Nueces County”), and in support thereof would show the Court the following:

I.
INTRODUCTION

This is a declaratory judgment case regarding interpretation of deed restrictions (“Deed Restrictions”) for Padre Balli Park (the “Park”).² This motion will require the Court to decide whether Nueces County has violated the Deed Restrictions’ prohibition on “extended overnight camping” by allowing continuous uninterrupted camping for up to 86 days as well as annual stays of up to 300 days in a single calendar year.³

The answer is yes. Nueces County has admitted it is violating the deed restrictions,⁴ it has admitted that it does not enforce its own policies

² See Deed Restrictions for Padre Balli Park, attached hereto as **Exhibit 10**.

³ See Affidavit of Heather Cooley and ~ 1,500 Supporting Photographs, attached hereto as **Exhibit 4**. See also Nueces County Camping Records, attached hereto as **Exhibit 5**; Summary of Voluminous Camping Records regarding Rafael Morales, attached hereto as **Exhibit 6**; Summary of Voluminous Camping Records regarding Shane Poor, attached hereto as **Exhibit 7**; Summary of Voluminous Photographic Records, attached hereto as **Exhibit 13**.

⁴ See Deposition of Judge Connie Scott at pg. 51–52 and 65–79, attached hereto as **Exhibit 1**.

regarding camping limits,⁵ it has admitted that its own data is inaccurate and unreliable,⁶ and it has admitted that it did not make any attempt to verify whether it was complying with the deed restrictions before wasting hundreds of thousands of taxpayer dollars on a completely meritless lawsuit.⁷

Accordingly, the Court should issue a declaratory judgment finding that Nueces County has violated the deed restrictions and should award attorney's fees to Defendant.

II. **FACTUAL BACKGROUND**

1. In 1949, members of the Jones Family donated approximately 375 acres of their family's coastal land to Nueces County. As part of the donation, the elected leaders of Nueces County agreed to act as good stewards to preserve the legacy and public purpose of Padre Balli Park so that its benefits could be shared with future generations.

⁵ *Id.* at pg. 125. *see also* Deposition of Scott Cross at pg. 37–47 and 48-52, attached hereto as **Exhibit 2**; Ex 8 – Nueces County Park Board - Minutes - 2022.08.04, attached hereto as **Exhibit 8**.

⁶ *See* Deposition of Scott Cross at pg. 37–47 and 48-52, attached hereto as **Exhibit 2**.

⁷ *See* Deposition of Judge Connie Scott at pg. 42–79 and 65–79, attached hereto as **Exhibit 1**. *see also* Deposition of Brent Chesney at pg. 51–62, attached hereto as **Exhibit 3**.

2. These conditions were codified in the restrictions included in the original deed (the “Original Deed”), which required, among other provisions, that the Park would never be used for any purpose other than a public park and that the County would prohibit non-public uses, such as extended overnight camping, to ensure that the Park could be shared equally by all.⁸

3. Unfortunately, the leadership of Nueces County has not only abdicated their responsibility to preserve the public nature of the Park, they have taken affirmative steps which threaten to erode and, if left unchallenged, potentially destroy the Park’s public purpose and its continued use by the county’s citizens.

4. Even worse, when confronted regarding their failure to honor the terms on which the Jones Family’s land was donated, Nueces County leadership, rather than simply acknowledging the improper uses and agreeing to correct them, elected to use taxpayer resources to sue the Jones Family in order to frustrate any attempts at oversight or accountability.⁹

⁸ See Deed Restrictions, attached hereto as **Exhibit 10**.

⁹ See Plaintiff’s Original Petition, currently on file with the Court.

5. These actions are not new. For as long as Nueces County citizens have been drawn to the unique natural beauty of Padre Balli Park, Nueces County politicians have been seeking to commoditize and exploit it for their own purposes.¹⁰

6. In 1969, the Parks Board discussed their desire to have the deed restrictions set aside so they could build a trailer park at Padre Balli.¹¹ In 1975, the Commissioners Court voted to authorize the county attorney to “search for the heirs” of Albert R. Jones and “get the restrictions lifted.”¹² The Park Board previously stated that this effort was because they were “concerned that park development might be hindered” by the extended overnight camping prohibition.¹³

7. In 1980, the Commissioners Court instructed and authorized the county attorney “to take necessary legal action to remove deed restrictions contained in the deed to Padre Balli Park.”¹⁴ The

¹⁰ See Historical Records of Attempts to Destroy the Restrictions, attached hereto as **Exhibit 11**.

¹¹ *Id.*

¹² *Id.*

¹³ *Id.*

¹⁴ *Id.*

Commissioner's Court had previously complained that the deed restrictions were hurting camping revenue.¹⁵

8. In 1995, the Commissioners Court requested that County Attorney Sandra Huhn explore ways to get around the camping restrictions in order to increase revenue.¹⁶ Attorney Huhn concluded that the restrictions prohibited camping beyond three days and that violation of this restriction could cause the park to revert back to the original owner.¹⁷

9. In 1999, the Commissioners Court sent a letter complaining about the deed restrictions prohibiting advertising and billboards in Padre Balli. The county attorney then sent a second letter requesting a waiver so that they could increase revenue from people with "motor homes."¹⁸ The Jones family refused to waive the restrictions.¹⁹

10. Finally, as applicable to this suit, in 2020, the Parks Board authorized increasing the "bi-weekly" camping rate at Padre Balli and,

¹⁵ *Id.*

¹⁶ *See* Nueces County Statements Regarding Extended Camping from 1968 to 1999 (emphasis added), attached hereto as **Exhibit 9**.

¹⁷ *Id.*

¹⁸ *See* Historical Records of Attempts to Destroy the Restrictions, attached hereto as **Exhibit 11**.

¹⁹ *Id.*

despite the proposal allegedly being rejected by the Commissioners Court, plans were submitted to the Army Corps of Engineers to use Padre Balli Park as a mitigation site to benefit a private developer.²⁰

11. As this action was a violation of the deed restrictions and would erode the public non-commercial nature of the park in favor of greed and nepotism, a cease-and-desist letter was sent to the County requesting that they stop these actions and comply with the terms of the original deed.²¹

12. As the Jones family has been continuously fighting for over 70 years to prevent politicians' efforts to commoditize the Park, regardless of the impact on the natural aesthetic or the affordability of public access, it was disturbing, but not surprising, that Nueces County's response to this letter was to file a lawsuit impugning Mr. Jones' credibility.²² So it was that, shortly after Christmas in 2023, Nueces County filed the present suit against Mr. Jones stating that it was necessary because "[t]he Jones Family claimed that it had evidence that 'extended overnight

²⁰ See Deposition of Scott Cross at pg. 69–71, attached hereto as **Exhibit 2**. See also Nueces County Communications regarding Padre Balli Mitigation, attached hereto as **Exhibit 14**.

²¹ See Cease and Desist Letter, attached hereto as **Exhibit 12**.

²² See Plaintiff's Original Petition, currently on file with the Court.

camping has been permitted...for weeks and even months” and that “the County disagrees with the Jones Family’s interpretation of the Deed and of the facts...[and] further disagrees with the Jones Family’s narrow interpretation of ‘extended.’”²³

13. As has been known since the beginning of this lawsuit, it is an absolute fact that Nueces County has been violating the Deed Restrictions for Padre Balli Park by allowing extended over-night camping for multiple months:²⁴

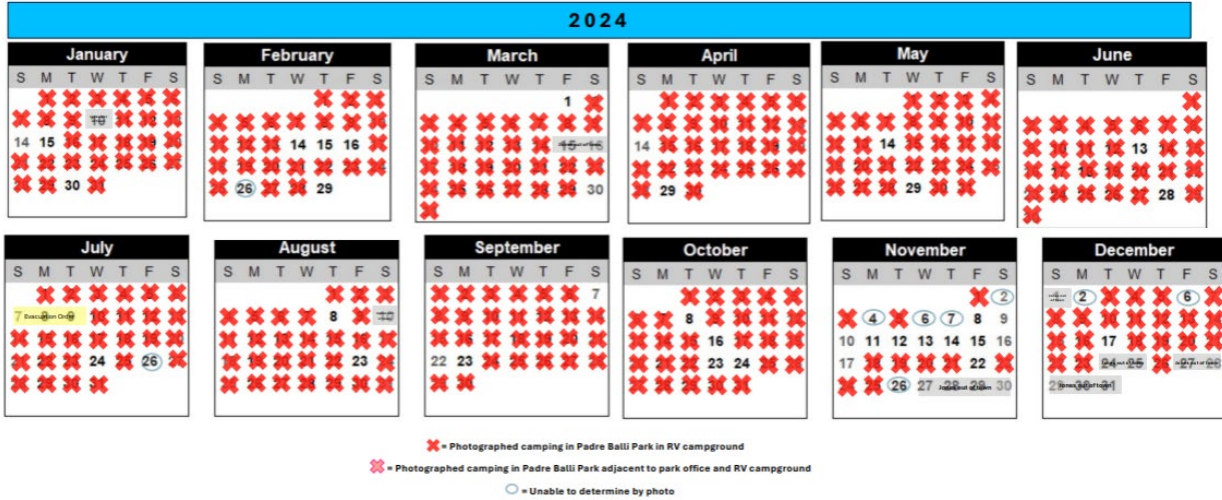
²³ See Plaintiff’s Original Petition, currently on file with the Court.

²⁴ See Affidavit of Heather Cooley and ~ 1,500 Supporting Photographs, attached hereto as **Exhibit 4**. See also Summary of Voluminous Photographic Records, attached hereto as **Exhibit 13**

Padre Balli Park - Extended Overnight Camping

Black Suburban/White RV

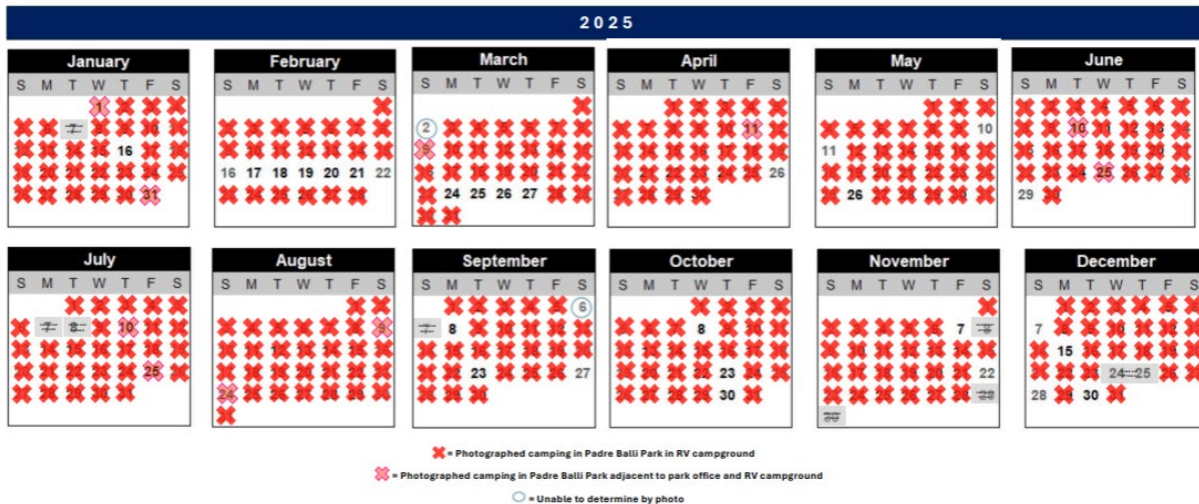
January 1, 2024 - Present (as of January 27, 2026)



Padre Balli Park - Extended Overnight Camping

Black Suburban/White RV

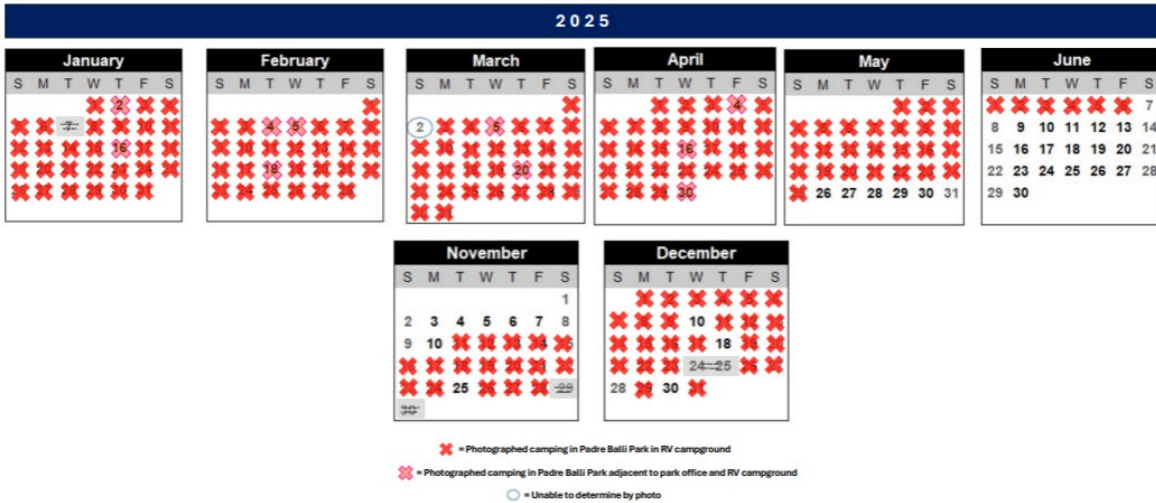
January 1, 2024 - Present (as of January 27, 2026)



Padre Balli Park - Extended Overnight Camping

Green Van/White Trailer - Skoolie Bus

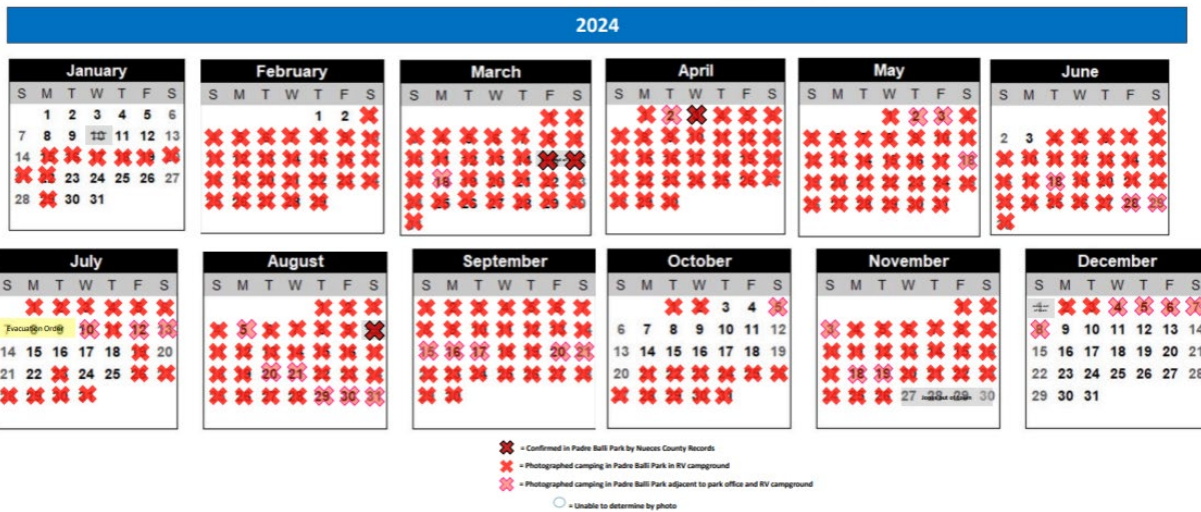
August 28, 2024 - Present (as of January 27, 2026)



Padre Balli Park - Extended Overnight Camping

30-Amp Group

January 15, 2024 - August 26, 2025



14. Mr. Jones presented ample evidence of this fact before the lawsuit was filed against him and, more importantly, County leadership

has now admitted that Mr. Jones has been right all along.²⁵ Thus, the only question remaining is why the County felt that it was justified to waste taxpayer money and County resources to even file this suit in the first place?

15. Discovery has provided the answer. The entire basis for this suit was so that Brent Chesney could protect his wealthy friend and business partner, Tim Lange.²⁶ The commissioner's court and Coastal Parks leadership were either complicit in this scheme or else blindly followed Commissioner Chesney's directives without bothering to conduct the slightest semblance of due diligence regarding his claims or motivations.²⁷

16. The best excuse that Judge Connie Scott could provide was that she did not know whether the deed restrictions were being violated, did not bother to find out, and is still woefully uninformed regarding the

²⁵ *Id.* See also Deposition of Judge Connie Scott at pg. 51–52 and 65–79, attached hereto as **Exhibit 1**; see also Deposition of Scott Cross at pg. 37–47 and 48–52, attached hereto as **Exhibit 2**; Nueces County Camping Records, attached hereto as **Exhibit 5**. Summary of Voluminous Camping Records regarding Rafael Morales, attached hereto as **Exhibit 6**; Summary of Voluminous Camping Records regarding Shane Poor, attached hereto as **Exhibit 7**.

²⁶ See Deposition of Brent Chesney at pg. 109–110; 131–142; and 144–148; attached hereto as **Exhibit 3**.

²⁷ See *Deposition* of Judge Connie Scott at pg. 55–56, attached hereto as **Exhibit 1**. See also Deposition of Brent Chesney at pg. 54–57, attached hereto as **Exhibit 3**.

basis or justification for the lawsuit she voted to pursue.²⁸

17. Parks Director Scott Cross stated that he was not involved in filing the lawsuit but that he believed that Nueces County's own records showing stays of 86, 42, and 24 consecutive days were "inaccurate," that he would need to "get to a granular level" to verify the accuracy of the County's own records showing that the deed restrictions were being violated and, most importantly, that he was never even asked to verify how long campers were staying in Padre Balli Park before Nueces County sued Mr. Jones and has still never been asked to do so.²⁹

18. Commissioner Chesney's position is infinitely worse. While he also readily admits that he did not make the slightest effort to inform himself as to whether Nueces County was actually violating the Padre Balli deed restrictions prior to voting to sue Mr. Jones,³⁰ he also admits that one, if not the primary, motivation for his decision was to avoid litigation involving his "longtime friend and business partner" Tim Lange.³¹

²⁸ See Deposition of Judge Connie Scott at pg. 42–79, attached hereto as **Exhibit 1**.

²⁹ See Deposition of Scott Cross at pg. 37–47 and 48-52, attached hereto as **Exhibit 2**.

³⁰ See Deposition of Brent Chesney at pg. 53–57, attached hereto as **Exhibit 3**.

³¹ See Deposition of Brent Chesney at pg. 109–110; 131-142; and 144-148; attached hereto as **Exhibit 3**. See also Nueces County Communications regarding Padre Balli Mitigation, attached hereto as **Exhibit 14**.

19. Commissioner Chesney could not offer any explanation for his inconsistent and counter-factual actions, but the conclusion to be drawn from his conduct is abundantly clear. Commissioner Chesney’s longtime friend and business partner violated the Padre Balli Deed Restrictions by utilizing the park for federal mitigation without approval.³² Commissioner Chesney did not take any actions against his “longtime friend and business partner” and instead blamed the whole thing on “rogue County judge” Barbara Canales.³³ Commissioner Chesney then had Parks Director Scott Cross and a third-party consultant spend an additional \$50,000 of taxpayer funds to prepare a new mitigation plan for Tim Lange, “because [Nueces County] like[s] to avoid litigation at all cost.”³⁴

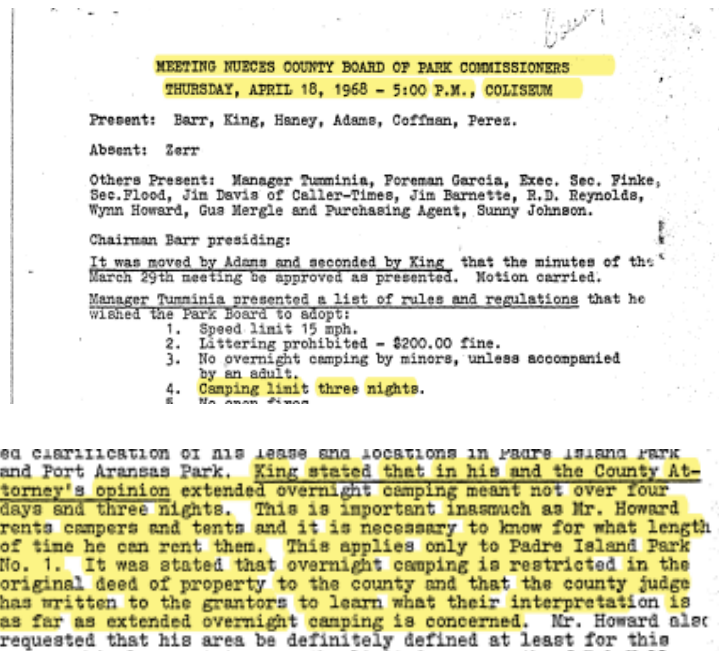
20. This desire to avoid litigation at all costs apparently did not apply when Mr. Jones requested that the County address these

³² See Deposition of Brent Chesney at pg. 109–110; and 116-117; attached hereto as **Exhibit 3**. See also Deposition of Scott Cross at pg. 71 attached hereto as **Exhibit 2**.

³³ See Deposition of Brent Chesney at pg. 136–142, attached hereto as **Exhibit 3**.

³⁴ *Id.* See also Deposition of Scott Cross at pg. 73–75 attached hereto as **Exhibit 2**. (“Q. Gotcha. I’m slightly confused and maybe -- maybe you can help me understand it. You’re saying that basically a developer in 2020 improperly used a portion of the park for mitigation and then in order to correct that the County then had you and an additional consultant at a cost of \$50,000 come in and correct it? A. Roughly, roughly.”).

violations. Commissioner Chesney instead decided, without any investigation as to whether the County's claims had any merit, to convince Judge Connie Scott and a majority of the commissioner's court to sue Mr. Jones under the pretext that the County's understanding of what constitutes "extended overnight camping," which had remained consistent for over 50 years, was somehow now ambiguous:³⁵



As shown from the evidence attached to this Motion, these actions are corrupt and egregious, and the Court must put a stop to them.

III.

³⁵ See Nueces County Statements Regarding Extended Camping from 1968 to 1999 (emphasis added), attached hereto as **Exhibit 9**.

SUMMARY OF ARGUMENT

21. The court's role in determining the clear and unambiguous meaning of deed restrictions is to ascertain the intent of the parties who drafted them. *See Great Am. Ins. Co. v. Primo*, 512 S.W.3d 890, 893 (Tex. 2017). *See also Sharp v. deVarga*, No. 03-05-00550-CV, 2010 WL 45871, at *3 (Tex. App.—Austin Jan. 8, 2010, pet. denied) (“We construe restrictive covenants as a whole in light of the circumstances at the time the parties entered into the agreement, giving effect to every sentence, clause, and word of a covenant, and avoiding constructions that would render parts of the covenant superfluous or inoperative.”)

22. For more than fifty years, there was no dispute that “extended overnight camping” as used in the Deed Restrictions meant camping for not more than four days and three nights and, for that reason, the Court should issue a declaration finding that the term “extended overnight camping” means a stay of not more than four consecutive days and three nights.³⁶

23. Even if the Court believes, contrary to the express statements and conduct of the parties for over 50 years, that the intended meaning

³⁶ *See* Nueces County Statements Regarding Extended Camping from 1968 to 1999, attached hereto as **Exhibit 9**.

of “extended overnight camping” is ambiguous, the Court should still find and declare that Nueces County has violated the deed restrictions because, by its own admission, it has allowed consecutive stays for periods which no reasonable person could ever believe would not constitute “extended overnight camping.”³⁷ See *Mobil Expl. & Producing U.S., Inc. v. Dover Energy Expl., L.L.C.*, 56 S.W.3d 772, 776 (Tex. App.—Houston [14th Dist.] 2001, no pet.).

IV.
SUMMARY JUDGMENT EVIDENCE

24. Defendant relies on the following exhibits as summary judgment evidence:

- Exhibit 1:** Deposition of Judge Connie Scott;
- Exhibit 2:** Deposition of Scott Cross;
- Exhibit 3:** Deposition of Brent Chesney;
- Exhibit 4:** Affidavit of Heather Cooley and Supporting Photographs;
- Exhibit 5:** Nueces County Camping Records;
- Exhibit 6:** Summary of Voluminous Camping Records regarding Rafael Morales;
- Exhibit 7:** Summary of Voluminous Camping Records regarding Shane Poor;
- Exhibit 8:** Nueces County Park Board - Minutes -

³⁷ See Deposition of Judge Connie Scott at pg. 51–52 and 65–79, attached hereto as **Exhibit 1**.

2022.08.04;

Exhibit 9: Nueces County Statements Regarding Extended Camping from 1968 to 1999;

Exhibit 10: Deed Restrictions for Padre Balli Park.

Exhibit 11: Historical Records of Attempts to Destroy the Restrictions.

Exhibit 12: Cease and Desist Letter.

Exhibit 13: Summary of Voluminous Photographic Records.

Exhibit 14: Nueces County Communications regarding Padre Balli Mitigation

V.

SUMMARY JUDGMENT STANDARD

25. To prevail on a traditional summary judgment motion, the movant has the burden of proving its entitlement to judgment as a matter of law and that there are no genuine issues of material fact. *See* TEX. R. CIV. P. 166a(c); *see also Griffin v. Rowden*, 654 S.W.2d 435, 436 (Tex. 1983). If the movant meets its burden, the burden then moves to the nonmovant to raise a genuine issue of material fact precluding summary judgment. *See Centeq Realty, Inc. v. Siegler*, 899 S.W.2d 195, 197 (Tex. 1995).

VI.
ARGUMENTS & AUTHORITIES

A. The Deed Restrictions are unambiguous.

26. If a written contract is so worded that it can be given a definite or certain legal meaning when so considered and as applied to the matter in dispute, then it is not ambiguous. *See URI, Inc. v. Kleberg Cnty.*, 543 S.W.3d 755, 763 (Tex. 2018).

27. A contract is not ambiguous merely because the parties disagree about its meaning and may be ambiguous even though the parties agree it is not. *Id.*

28. Consideration of surrounding circumstances in determining whether a contract is ambiguous is limited by the parol evidence rule, however, the parol evidence rule does not “prohibit courts from considering extrinsic evidence of the facts and circumstances surrounding the contract’s execution as “an aid in the construction of the contract’s language.” *Id.*

29. But the evidence may only “give the words of a contract a meaning consistent with that to which they are reasonably susceptible, i.e., to ‘interpret’ contractual terms.” *Id.* What facts and circumstances may be consulted will naturally vary from case to case, but because

objective intent controls the inquiry, only circumstantial evidence that is objective in nature may be consulted. *Id.*

30. Applying these tenets of contractual interpretation here demonstrates that the Deed Restrictions are not ambiguous.³⁸ The language of the Deed Restrictions inherently creates an affirmative obligation on Nueces County to “prohibit extended overnight camping.”³⁹

31. The objective evidence to be gleaned from this inherent requirement is that Nueces County was sufficiently aware of what constituted “extended overnight camping” at the time the Deed Restrictions were implemented, otherwise it would have been unable to “prohibit” that act as required.⁴⁰ Thus, the Court can and should determine that, based on the objective circumstantial evidence surrounding the drafting of the Deed Restrictions and the inherent requirement that they would be implemented immediately, the length of stay intended to be prohibited was what was prohibited when the Deed Restrictions were first implemented (four days and three nights).⁴¹

³⁸ See Deed Restrictions for Padre Balli Park, attached hereto as **Exhibit 10**.

³⁹ *Id.* See also Nueces County Statements Regarding Extended Camping from 1968 to 1999, attached hereto as **Exhibit 9**.

⁴⁰ *Id.*

⁴¹ *Id.*

B. Even if the Deed Restrictions were ambiguous, the parties intended to prohibit stays of more than 4 days and 3 nights.

32. Even if a court determines that a deed restriction is ambiguous, the first step in resolving that ambiguity is to “determine and give effect to the intentions of the parties as expressed in the instrument” by interpreting the language of the restriction “given its plain grammatical meaning.” *See Mobil Expl. & Producing U.S., Inc. v. Dover Energy Expl., L.L.C.*, 56 S.W.3d 772, 776 (Tex. App.—Houston [14th Dist.] 2001, no pet.).

33. The Court must also, “consider how a reasonable person would have used and understood the language, by pondering the circumstances surrounding the contract’s negotiation, and by considering the purposes the parties intended to accomplish by entering into the contract.” *Id.*

34. While Courts are “free to examine prior negotiations and all other relevant incidents bearing on the intent of the parties...the parties may not contradict or vary the terms of the agreement by oral statements of their intentions.” *Id.* If necessary, Courts may also look to “extra-contractual expressions of intent, like the parties’ conduct.” *See Title Res.*

Guar. Co. v. Lighthouse Church & Ministries, 589 S.W.3d 226, 233 (Tex. App.—Houston [1st Dist.] 2019, no pet.)

35. As stated above, the conduct of the parties for fifty years after the execution of the Deed Restrictions treated the camping prohibition language as prohibiting stays of more than four consecutive days and three nights.⁴²

36. Thus, even if the Court were to determine that the language of the Deed Restrictions is ambiguous, its next step is to determine the intent of the parties, as demonstrated by their conduct in the decades after the Deed Restrictions were drafted. *Id.* Such conduct demonstrates that the intention was to limit camping to four consecutive days and three nights, and so, to the extent that an ambiguity exists, the court should still resolve that ambiguity by finding that a prohibition of stays longer than four consecutive days and three nights is what was intended.⁴³

⁴² See Nueces County Statements Regarding Extended Camping from 1968 to 1999, attached hereto as **Exhibit 9**.

⁴³ See Nueces County Statements Regarding Extended Camping from 1968 to 1999, attached hereto as **Exhibit 9**.

C. There is no reasonable interpretation of the deed restrictions which the County has not violated.

37. Finally, even if the Court determines the Deed Restrictions are ambiguous, it must resolve that ambiguity pursuant to the plain meaning of the agreement's language and is prohibited from interpretations which would lead to absurd results. *See Rosetta Res. Operating, LP v. Martin*, 645 S.W.3d 212, 219 (Tex. 2022).

38. There is no possible reasonable interpretation of the phrase "prohibit extended overnight camping" which could be read to allow for camping for up to 86 consecutive days or annual stays of more than 300 days in a single calendar year.⁴⁴

39. As such, because the evidence and Nueces County's own admissions establish that it has allowed stays for up to 86 consecutive days and 300 days in a single year, no matter what the Court determines is meant by the phrase "extended overnight camping," Nueces County

⁴⁴ *See* Affidavit of Heather Cooley and ~ 1,500 Supporting Photographs, attached hereto as **Exhibit 4**. *See also* Nueces County Camping Records, attached hereto as **Exhibit 5**; Summary of Voluminous Camping Records regarding Rafael Morales, attached hereto as **Exhibit 6**; Summary of Voluminous Camping Records regarding Shane Poor, attached hereto as **Exhibit 7**; Summary of Voluminous Photographic Records, attached hereto as **Exhibit 13**.

has still violated that restriction, and, for that reason, Defendant is entitled to summary judgment and an award of his attorneys fees.⁴⁵

VII.
ATTORNEY'S FEES

40. Pursuant to Sections 37.009 and 38.001 of the Texas Civil Practice and Remedies Code, a prevailing party is entitled to recover reasonable and necessary attorney's fees. *See* TEX. CIV. PRAC. & REM. CODE 38.001; *see also* TEX. CIV. PRAC. & REM. CODE § 37.009. Accordingly, should the Court grant this motion, Defendant respectfully request that the Court award his costs and reasonable and necessary attorney's fees, and Defendant will submit any necessary evidentiary support requested by the Court to substantiate such an award.

VIII. PRAYER

WHEREFORE, PREMISES CONSIDERED, Defendant and Counter-Plaintiff Laurence R. Jones III respectfully prays this Court grant his Traditional Motion for Partial Summary Judgment, as well as for all other relief, in law or in equity, to which he may be entitled.

⁴⁵ *Id.*

Respectfully submitted,

WINSTEAD PC



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ATTORNEYS FOR DEFENDANT

LAURENCE R. JONES III

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument was served upon the parties below by facsimile, messenger, U.S. certified mail, return receipt requested and/or electronic service, on February 13, 2026.



FRANK O. CARROLL III

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.

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Filing Code Description: Motion
Filing Description: Defendant Laurence R. Jones III's Traditional Motion for Partial Summary Judgment
Status as of 2/17/2026 12:01 PM CST

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Associated Case Party: Jones Family Trust

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