

CAUSE NO. 493-09412-2025

TOM PLUNKETT

Plaintiff,

v.

FREDERICK FRAZIER

Defendant.

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IN THE DISTRICT COURT

____ JUDICIAL DISTRICT

COLLIN COUNTY, TEXAS

PLAINTIFF’S ORIGINAL PETITION

Plaintiff Tom Plunkett (“Plaintiff”) files this Original Petition against Defendant Frederick Frazier (“Defendant”) and in support thereof, Plaintiff respectfully shows the Court:

I. DISCOVERY LEVEL AND RULE 47 STATEMENT

1. Plaintiff pleads for discovery under Level 1, pursuant to Rule 190.2 of the Texas Rules of Civil Procedure. Plaintiff seeks monetary relief of less than \$100,000.

II. PARTIES

2. Plaintiff **Tom Plunkett (“Plaintiff”)** is an individual residing in the State of Texas and who conducts business in the State of Texas.

3. Defendant **Frederick Frazier (“Defendant”)** is an individual residing in Collin County, Texas. Defendant may be served with service of process at **321 Bachman Creek Drive, McKinney, Texas 75072**, or wherever he may be located.

III. JURISDICTION AND VENUE

4. This Court has jurisdiction over the subject matter herein as the amount in controversy is within the jurisdictional limits of the Court. The Court has personal jurisdiction as Defendant is principally located and/or resides in Texas.

5. Venue is proper in Collin County, Texas pursuant to Sections 15.002(a)(1) to 15.002(a)(3) of the Texas Civil Practices and Remedies Code as all or substantially all of the events

giving rise to Plaintiff's causes of action arose in Collin County, Texas.

IV. STATEMENT OF FACTS

6. Defendant is an individual who ran a 2022 campaign as candidate for Texas State Representative. Plaintiff is a consultant who provides campaign consulting and marketing services.

7. On or about December 2, 2021, Plaintiff and Defendant entered into a Campaign Consulting Services Agreement ("Agreement") in connection with Defendant's 2022 campaign. Pursuant to the Agreement, Plaintiff agreed to provide campaign marketing services and Defendant agreed to make payments to Plaintiff for such services.

8. The Agreement provides that Plaintiff would be paid the amount of \$750.00 per week for the services provided, and additional bonuses if Defendant won the primary election and the overall election.

9. Plaintiff performed and completed the work under the Agreement.

10. Defendant won the primary election, and overall election in 2022, thus entitling Plaintiff to the bonuses provided under the Agreement.

11. Initially, Defendant made certain payments under the Agreement but then failed to make the additional payments required under the Agreement.

12. Prior to filing, Defendant admitted that he owes this money to Plaintiff and has made repeated promises to cure these failed and past due payments, but to date has failed to make the required payments to Plaintiff.

13. Despite repeated requests from Plaintiff, Defendant has failed to pay the remaining balance owed to Plaintiff and Plaintiff now brings this suit.

V. CAUSES OF ACTION

14. The factual allegations set forth in the foregoing Statement of Facts are hereby incorporated into each of the Counts below by reference, for all purposes, as if set forth in full:

COUNT 1 – BREACH OF CONTRACT

15. On or about December 2, 2021, Plaintiff and Defendant entered into a valid and enforceable Agreement.

16. Plaintiff performed under the terms of the Agreement.

17. Despite Plaintiff's performance, Defendant breached the agreement by failing to make the required payment under the terms of the agreement.

18. Defendant's breach has caused injury to Plaintiff which resulted in economic damages to Plaintiff in the amount of at least \$36,950.00, as well as attorney's fees and costs.

COUNT 2 – UNJUST ENRICHMENT

19. In the alternative, Defendant has been unjustly enriched at the expense of Plaintiff, by retaining and using the benefit of the work provided by Plaintiff, without provided the agree-upon payment. Defendant's use of these services without payment is inequitable and unjust, necessitating restitution to Plaintiff to prevent unjust enrichment.

20. Plaintiff conferred a benefit upon Defendant by performing the requested and agreed upon work. It would be unjust and inequitable for Defendant to have received the services of Plaintiff without compensating Plaintiff as agreed.

21. These actions have resulted in substantial gain for Defendant at the direct expense of Plaintiff. As a result, Plaintiff has suffered damages and financial loss.

VI. CONDITIONS PRECEDENT

22. All conditions precedent to Plaintiff's right to bring the above-stated causes of action, and for recovery requested herein, have been performed or otherwise already occurred.

VII. ATTORNEYS' FEES

23. Plaintiff seeks the recovery of its attorney's fees pursuant to their agreement and/or Texas Civil Practice and Remedies Code Sections 38.001. Plaintiff further seeks to recover prejudgment and post-judgment interest against Defendant on all sums due and owing, as allowed by law.

VIII. PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff requests that upon final hearing, Plaintiff have and recover the following:

- (1) Actual damages arising from Defendant's breach of contract;
- (2) Consequential, out of pocket, and indirect damages;
- (3) Attorney's fees and costs of Court;
- (4) Prejudgment interest on all sums due and post-judgment interest on the amount of the judgment as provided by law; and
- (6) Plaintiff be granted such other relief, at law or in equity, as is just and proper.

Respectfully submitted,

HENRY HILL PLLC

By: /s/ Mary Baker

MARY BAKER

Texas Bar No. 24062598

mbaker@henryhilltx.com

6801 Gaylord Parkway, Suite 400

Frisco, Texas 75034

Telephone: (972) 755-0002

Facsimile: (972) 755-0004

ATTORNEYS FOR PLAINTIFF

Automated Certificate of eService

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Barbara Blaylock on behalf of Mary Baker
Bar No. 24062598
bblaylock@henryhilltx.com
Envelope ID: 108584432
Filing Code Description: Plaintiff's Original Petition (OCA)
Filing Description: Plaintiff's Original Petition
Status as of 12/2/2025 8:44 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Mark Hill		mhill@henryhilltx.com	12/1/2025 5:40:41 PM	NOT SENT
Donna Daniels		ddaniels@henryhilltx.com	12/1/2025 5:40:41 PM	NOT SENT
Barbara Blaylock		bblaylock@henryhilltx.com	12/1/2025 5:40:41 PM	NOT SENT
Mary Baker		mbaker@henryhilltx.com	12/1/2025 5:40:41 PM	NOT SENT
Tuelin Abii		tabii@henryhilltx.com	12/1/2025 5:40:41 PM	NOT SENT