

# PAUL H. CROSS

## ATTORNEY AT LAW PLLC

9535 FOREST LANE, SUITE 117  
DALLAS, TEXAS 75243  
(214) 926-5734 Facsimile (214) 269-1439  
www.paulcrosslaw.com  
E-mail: phclease@msn.com

### CURRICULUM VITAE

**PROFILE:** Commercial and business litigation and transactions, with emphasis upon representation of financial institutions and equipment lessors in the Dallas-Fort Worth area and throughout North Texas.

#### EDUCATIONAL BACKGROUND:

Illinois College, A.B., 1979  
University of Illinois at Urbana-Champaign, M.U.P., 1981  
University of Tulsa, J.D., 1985 (staff member, Tulsa Law Review, 1983-85)

#### PROFESSIONAL BACKGROUND:

Private Practice, 1985-86, 1989-present  
Legal Counsel, Bell Atlantic TriCon Leasing Corporation, 1986-88  
Program Analyst, Illinois Capital Development Board, 1981-82

#### PROFESSIONAL LICENSES AND ASSOCIATIONS:

State Bar of Texas (admitted 1986)  
Oklahoma Bar Association (admitted 1985)  
United States Court of Appeals, Fifth Circuit  
United States District Courts, Eastern, Northern, Southern, and Western Districts of Texas  
Eastern, Northern, and Western Districts of Oklahoma  
Eastern District of Michigan  
  
Dallas Bar Association  
College of the State Bar of Texas

#### PRACTICE AREAS:

Equipment Leasing Litigation	Business Litigation	Usury
Equipment Leasing Transactions	Consumer Law (including DTPA)	Bankruptcy
Creditor's Rights	Commercial Collections	

#### SIGNIFICANT CASES:

*Larrison v. Catalina Design*, 2011 WL 582730, 02-10-00167-CV (Tex. App. – Fort Worth Feb. 17, 2011, no pet.). Obtained affirmance of judgment imposing liability for misapplication of construction trust funds.

*In re Popular Leasing USA, Inc.*, 2005 WL 1906967, 09-05-223 CV (Tex. App. -- Beaumont Aug. 11, 2005, orig. proceeding). Obtained denial of petition for mandamus after defeating motion to dismiss based on “floating” forum selection clause.

*Adams v. The Crescent, A Texas Ltd. Partnership*, 1997 WL 211547, CV 05-96-00194-C (Tex. App. -- Dallas April 30, 1997, writ denied). Obtained affirmance of summary judgment in favor of landlord, defeating guarantor's *Alamo Lumber* usury counterclaim.

*Garza v. Bancorp Group, Inc.*, 955 F.Supp. 68 (S.D. Tex. 1996). Obtained summary judgment that federal and Texas debt collection acts did not apply to leases of equipment used in two family-owned grocery stores.

*Schmid v. Texas Commerce Bank - Fort Worth, N.A.*, 912 S.W.2d 845 (Tex. App. -- Fort Worth 1995, writ denied). Obtained affirmance of summary judgment that lender's consensual possession and failure to sell stock pledged as collateral was not conversion or violation of Article 9 commercial reasonableness requirements.

*Swindell v. Bell Atl. TriCon Leasing Corp.*, 889 S.W.2d 5 (Tex. App. -- Fort Worth 1994, no writ). Obtained affirmance of summary judgment that lessor's recovery and sale of equipment did not preclude recovery of remaining rental balance from guarantor.

*North Tex. Physicians & Surgeons, P.A. v. Bell Atl. TriCon Leasing Corp.*, \_\_\_\_\_ (Bankr. E.D. Tex. 1991). Obtained summary judgment that lease was "true lease", defeating lessee's \$440,000.00 usury claim.

## **PUBLICATIONS:**

*"Floating" Forum Selection and Choice of Law Clauses*, 58 S. Tex. L. Rev. 119 (Fall 2006)

*Article 2A: Equipment Leases*, State Bar of Texas, Collections and Creditors Rights Course (2009)

## **CONTINUING LEGAL EDUCATION PRESENTATIONS:**

*Legal Issues With Equipment Leasing in Texas*, Dallas Bar Association (2013)

*Equipment Leasing Issues*, Mesquite Bar Association (2010)

*Evictions and Landlord/Tenant Law in Texas*, National Business Institute (2004)

*Evictions and Landlord/Tenant Law in Texas*, National Business Institute (2003)

*Equipment Leasing Litigation and Transactions*, Mesquite Bar Association (2003)

## **COMMUNITY INVOLVEMENT:**

City of Garland Parks and Recreation Department Advisory Board (2015 – 2017)

Our Savior Lutheran Church, ELCA, Mesquite, Texas