

**Affirmed and Opinion Filed June 5, 2025**



**In The  
Court of Appeals  
Fifth District of Texas at Dallas**

---

**No. 05-24-01001-CV**

---

**PRAKASH KRISHNARAJ, Appellant**

**V.**

**MTJ-MONEY LLC D/B/A FIESTA TEXAS PAWN D/B/A IRVING GOLD &  
SILVER EXCHANGE D/B/A TODD'S TREASURE CHEST-TTC, AND  
TODD JONES JOINTLY AND SEVERALLY, Appellees**

---

---

**On Appeal from the 14th Judicial District Court  
Dallas County, Texas  
Trial Court Cause No. DC-23-16301**

---

---

**MEMORANDUM OPINION**

**Before Justices Garcia, Breedlove, and Jackson  
Opinion by Justice Breedlove**

This is an appeal of the trial court's granting of summary judgment in favor of appellees MTJ-Money LLC d/b/a Fiesta Texas Pawn d/b/a Irving Gold & Silver Exchange d/b/a Todd's Treasure Chest-TTC, ("MTJ-Money"), and Todd Jones (collectively, "Appellees") against appellant Prakash Krishnaraj. In a single issue, Krishnaraj argues that the trial court erred in granting summary judgment because there is a factual dispute that precludes summary judgment. We conclude Appellees conclusively established their entitlement to summary judgment. Accordingly, we affirm the trial court's judgment.

## BACKGROUND<sup>1</sup>

Kurt Peterson was an employee of MTJ-Money for several years until he resigned in December of 2019.<sup>2</sup> Todd Jones is the owner and manager of MTJ-Money. As a condition of Peterson's employment, MTJ-Money entered into a written contract providing that Peterson would be paid an annual salary plus health insurance. Over the course of several years, Peterson accrued a debt with Krishnaraj, which Krishnaraj sought to recover. Peterson allegedly claimed to Krishnaraj that he was owed \$423,000 in commissions from MTJ-Money in addition to his annual salary and produced papers to that effect. To settle Peterson's debt, Peterson executed an assignment of the account receivable containing any unpaid commissions due by MTJ-Money to Peterson.

Krishnaraj attempted to collect from Appellees. When MTJ-Money and Jones did not respond to Krishnaraj's collection attempts, Krishnaraj filed suit, alleging quantum meruit and breach of contract.<sup>3</sup> Appellees filed a traditional and no-evidence motion for summary judgment. Krishnaraj filed a response to the motion for summary judgment, attaching an affidavit from Krishnaraj himself along with a

---

<sup>1</sup> The facts of this case are well-known to the parties; therefore, we include only those facts necessary to the resolution of the issue on appeal. *See* TEX. R. APP. P. 47.1.

<sup>2</sup> Peterson is not a party in the case or otherwise involved in the lawsuit.

<sup>3</sup> Krishnaraj filed suit against Jones in his individual capacity as well as in his capacity as owner of MTJ-Money. However, Krishnaraj presents no argument as to the invalidity of the trial court's granting of summary judgment in favor of Jones in his personal capacity. Therefore, any argument that the trial court erred in that respect is waived. *See* TEX. R. APP. P. 38.1.

number of documents. Appellees replied, objecting to Krishnaraj's evidence. The trial court heard the motion for summary judgment on August 5, 2024 and granted the motion by written order the same day. This appeal followed.

### STANDARD OF REVIEW

We review a summary judgment de novo. *See Travelers Ins. v. Joachim*, 315 S.W.3d 860, 862 (Tex. 2010). We consider the evidence presented in the light most favorable to the nonmovant, crediting evidence favorable to the nonmovant if reasonable jurors could, and disregarding evidence contrary to the nonmovant unless reasonable jurors could not. *See Mann Frankfort Stein & Lipp Advisors, Inc. v. Fielding*, 289 S.W.3d 844, 848 (Tex. 2009). We indulge every reasonable inference and resolve any doubts in the nonmovant's favor. *See 20801, Inc. v. Parker*, 249 S.W.3d 392, 399 (Tex. 2008). Our review is limited to consideration of the evidence presented to the trial court. *See Seay-King v. Alford*, No. 05-20-01113-CV, 2022 WL 1284170, at \*3 (Tex. App.—Dallas April 29, 2022, no pet.) (mem. op.).

In a no-evidence motion for summary judgment, the movant need only allege there is no evidence to support an essential element of a claim on which a nonmovant has the burden of proof at trial. *See* TEX. R. CIV. P. 166a(i). Then, the burden shifts to the nonmovant to present evidence that raises a fact issue on the challenged elements. *See id.* The nonmovant defeats a no-evidence summary judgment by presenting more than a scintilla of evidence to raise a genuine issue of material fact. *See Swan v. GR Fabrication, LLC*, No. 05-17-00827-CV, 2018 WL 1959486, at \*1

(Tex. App.—Dallas Apr. 26, 2018, no pet.) (mem. op.). More than a scintilla of evidence exists if the evidence rises to a level that would enable reasonable and fair-minded people to differ in their conclusions. *See Ford Motor Co. v. Ridgway*, 135 S.W.3d 598, 601 (Tex. 2004).

A traditional summary judgment motion may be granted when there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. *See* TEX. R. CIV. P. 166a(c). To defeat a plaintiff's cause of action on a traditional motion for summary judgment, a defendant must either conclusively negate at least one element of each of the plaintiff's theories or recovery or conclusively establish each element of an affirmative defense. *See Pollard v. Hanschen*, 315 S.W.3d 636, 638 (Tex. App.—Dallas 2010, no pet.). A matter is conclusively established if ordinary minds could not differ as to the conclusion to be drawn from the evidence. *See Kastner v. Jenkins & Gilchrist, P.C.*, 231 S.W.3d 571, 576 (Tex. App.—Dallas 2007, no pet.).

When a party moves for summary judgment on multiple grounds and the trial court's order granting summary judgment does not specify the ground or grounds on which it was based—as in this lawsuit—the appellant must negate all possible grounds upon which the order could have been granted, and if an appellant does not do so, we must uphold the summary judgment on the unchallenged ground. *See Jarvis v. Rocanville Corp.*, 298 S.W.3d 305, 313 (Tex. App.—Dallas 2009, pet. denied).

## DISCUSSION

Appellees filed a combined no-evidence and traditional motion for summary judgment. We begin with the no-evidence motion for summary judgment.

In their no-evidence motion on the breach of contract claim, Appellees assert that Krishnaraj has no evidence of a contract containing terms that include commissions, no evidence of breach, and no evidence of damages. In their no-evidence motion on the quantum meruit claim, Appellees assert there is no evidence they were reasonably notified that Peterson expected to be paid anything beyond his salary and health insurance, and that there is no evidence of the reasonable value of the work performed by Peterson. On appeal, Krishnaraj does not specifically address these arguments or identify evidence to support each challenged element of his claim; rather, he states that “[t]he statements made by Defendants do not challenge specific elements of Plaintiffs [sic] Causes of Action...”

Under Rule 166a(i), where, as here, a movant alleges there is no evidence to support an essential element of a claim on which the nonmovant has the burden of proof at trial, the burden shifts to the nonmovant to present more than a scintilla of evidence to raise a genuine issue of material fact. TEX. R. CIV. P. 166a(i). Here, the burden shifted to Krishnaraj to produce evidence on the challenged elements of both his breach of contract and quantum meruit claims. Nowhere in either his Response before the trial court or his brief on appeal does Krishnaraj identify which pieces of evidence would support the challenged elements or otherwise provide any argument

regarding what the material fact issue(s), if any, are, beyond the conclusory statement that the relevant fact issue is whether Peterson was entitled to commission. We conclude this conclusory statement does not satisfy Krishnaraj's summary judgment burden. *See id.*; *see also Ford Motor Co.*, 135 S.W.3d at 601. Because the trial court did not specify the ground(s) upon which it granted Appellees' motion, we must uphold the summary judgment when the appellant fails to negate all possible grounds on which the order could have been granted. *See Jarvis*, 298 S.W.3d at 313. Therefore, we do not address the remaining grounds in Appellees' motion. We overrule Krishnaraj's sole issue on appeal.

#### CONCLUSION

We affirm the trial court's judgment.

/Maricela Breedlove/

MARICELA BREEDLOVE  
JUSTICE



**Court of Appeals  
Fifth District of Texas at Dallas**

**JUDGMENT**

PRAKASH KRISHNARAJ,  
Appellant

No. 05-24-01001-CV        V.

MTJ-MONEY LLC D/B/A FIESTA  
TEXAS PAWN D/B/A IRVING  
GOLD & SILVER EXCHANGE  
D/B/A TODD'S TREASURE  
CHEST-TTC, AND TODD JONES  
JOINTLY AND SEVERALLY,  
Appellees

On Appeal from the 14th Judicial  
District Court, Dallas County, Texas  
Trial Court Cause No. DC-23-16301.  
Opinion delivered by Justice  
Breedlove. Justices Garcia and  
Jackson participating.

In accordance with this Court's opinion of this date, the judgment of the trial court is **AFFIRMED**.

It is **ORDERED** that appellees MTJ-MONEY LLC D/B/A FIESTA TEXAS PAWN D/B/A IRVING GOLD & SILVER EXCHANGE D/B/A TODD'S TREASURE CHEST-TTC, AND TODD JONES JOINTLY AND SEVERALLY recover their costs of this appeal from appellant PRAKASH KRISHNARAJ.

Judgment entered this 5<sup>th</sup> day of June 2025.