

CAUSE NO. _____

THE RIBBECK LAW FIRM, PLLC AND	§	IN THE DISTRICT COURT OF
THE KLEVENHAGEN LAW FIRM, PLLC	§	
	§	
V.	§	HARRIS COUNTY, TEXAS
	§	
RACHEL LUNA	§	_____ JUDICIAL DISTRICT

**PLAINTIFFS’ ORIGINAL PETITION FOR SUIT ON SWORN ACCOUNT
AND REQUEST FOR DISCLOSURE**

COME NOW THE RIBBECK LAW FIRM, PLLC and THE KLEVENHAGEN LAW FIRM, PLLC, (hereafter sometimes referred to as “Plaintiffs”) in the above entitled cause, and files this Plaintiffs’ Original Petition for Suit on Sworn Account and Request for Disclosure against RACHEL LUNA (hereafter sometimes referred to as “Defendant”), and for cause of action would respectfully show unto the Court and Jury as follows:

I. DISCOVERY

Plaintiff intends to conduct discovery under Level 1 and affirmatively pleads that this suit is governed by the expedited-actions process in of Texas Rule of Civil Procedure 169.

II. PARTIES

Plaintiffs are Texas entities headquartered and doing business in Harris County, Texas.

Defendant is an individual residing in Texas who may be served at 5225 Katy Freeway, Suite 510; Houston, Texas 77007.

III. CLAIM FOR RELIEF

Plaintiffs seek monetary relief under \$100,000.00.

IV. JURISDICTION & VENUE

Venue is proper in Harris County, Texas, pursuant to Sections 15.002 and 15.032 of the TEXAS CIVIL PRACTICE & REMEDIES CODE, in that all or a substantial part of the events or omissions giving rise to the claim occurred in Harris County, Texas. Plaintiffs seek monetary damages in an amount in excess of the minimal jurisdictional limits of the court. This Court has jurisdiction in this cause as the damages to Plaintiff are within the jurisdictional limits of this court.

V. FACTS & CAUSES OF ACTION

Defendant hired Plaintiffs to represent her in Cause No. 2012-11587; Rogelio Silva v. Rachel Maduro Luna, Et. Al., in the 295th Judicial District Court of Harris County, Texas. In that regard, Plaintiffs and Defendant entered into a contract for Plaintiffs to provide legal services to Defendant in exchange for payment on an hourly basis. The agreement provided that Defendant would only be billed for one attorney's time even if more than one attorney performed work on the same task. Plaintiffs tendered services under the contract and Defendant failed to fully pay for those services. After applying all applicable offsets and credits, Defendant owes to Plaintiffs \$5,475.00 as set forth in Exhibit A. Defendant was given written notice before this suit was filed, as evidence by Exhibit B (attachments omitted) and her telephone call to undersigned counsel upon her receipt of Exhibit B.

A. Sworn Account

As set forth above, in the ordinary course of their business and pursuant to the agreement, Plaintiffs rendered personal services on which a systematic record of the account was kept. Defendant accepted the services and agreed to pay for the services, which were billed on an

hourly basis. Defendant defaulted in making payment on the account and continues to fail and refuse to pay the amount due on the account. The principal amount due to Plaintiffs on the account, after all just and lawful offsets, credits and payments have been allowed is \$5,475.00, as set forth in Exhibit A.

B. Breach of Contract

Plaintiffs and Defendant entered into a contract. Defendant breached the contract with respect to her representations, assurances and promises in connection with paying for Plaintiffs' services. Plaintiffs relied upon all of those in representing Defendant. Defendant likewise established a contract between herself and Plaintiffs through her representations and prior course of performance before she breached the contract. By reason of Defendant's breach, Plaintiffs suffered damages as set forth herein, including attorney's fees for pursuing this action. incurred significant medical bills. However, Defendants have failed to pay for these bill or reimburse Plaintiff for any incurred costs and expenses.

C. Quantum Meruit

Defendant authorized Plaintiffs to perform legal services on her behalf for which she knew that Plaintiffs expected to be paid. Plaintiffs provided valuable services which Defendant accepted. Defendant knew that Plaintiffs expected to be compensated for this legal work, but failed to pay Plaintiffs. As a result, Plaintiffs have been damaged in the amount of \$5,475.00.

D. Attorney's Fees

Defendant's default has necessitated that Plaintiffs employ the undersigned counsel to file this suit. This claim was timely presented to Defendant but remains unpaid. Reasonable fees for undersigned counsel's services in this regard are at least \$2,500.00. Plaintiffs request

additional attorney fees of \$12,000.00 if there is an unsuccessful appeal to the Court of Appeals and an additional \$5,000.00 if there is an unsuccessful appeal to the Texas Supreme Court. Plaintiffs seek recovery of attorney's fees under Chapter 38 of the Texas Civil Practice & Remedies Code.

V. REQUEST FOR DISCLOSURE

Under Texas Rule of Civil Procedure 194, Plaintiffs request that Defendant disclose, within 50 days of service of this request, the information or material described in Rule 194.2.

VI. NOTICE

This action is an attempt to collect a debt. Any information obtained will be used for that purpose.

Plaintiff respectfully requests a jury trial and tenders the appropriate fee with this Petition.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that the Defendant be cited to appear and answer herein and that upon final trial they have judgment against the Defendant. Plaintiffs pray that: they be granted judgment for damages in the amount of \$5,475.00; pre-judgment interest, reasonable attorney's fees; post-judgment interest; costs of court; and for all further relief to which Plaintiffs may be entitled under the facts and circumstances.

Respectfully submitted,

LAW OFFICE OF W. MICHAEL TAYLOR

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