

CAUSE NO. _____

EPCOT L.L.C,

Plaintiff,

vs.

WESLAYAN INVESTMENTS LLC,
BASSAM F. BEIDAS, AND WASSIM
F. BEIDAS,

Defendants.

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

____ JUDICIAL DISTRICT

PLAINTIFF’S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Epcot L.L.C. (“Epcot” or “Plaintiff”), complaining of Wesleyan Investments LLC, Bassam F. Beidas, and Wassim F. Beidas (“Defendants”), and for cause of action would respectfully show unto the Court the following:

I.

VENUE & DISCOVERY

Harris County, Texas is a proper venue pursuant to § 15.002(a)(1) of the Tex. Civ. Prac. & Rem. Code. All or a substantial part of the events giving rise to Plaintiff’s claims occurred in Harris County, Texas.

Plaintiff intends to conduct discovery under Level 2 of Rule 190 of the Texas Rules of Civil Procedure, specifically Rule 190.3.

II.

PARTIES

Plaintiff Epcot is a Texas Limited Liability Company.

Defendant Wesleyan Investments LLC, is a Texas Limited Liability Company who may be served with process through its registered agent, Bassam F. Beidas, at his office address of 6900 Fannin, Suite 1180, Houston, Texas 77030, or his home address of 4032 Overbrook Lane, Houston, Texas 77027, or wherever he may be found.

Defendant Bassam F. Beidas is an individual and citizen of Texas, who may be served with process at his office address of 6900 Fannin, Suite 1180, Houston, Texas 77030, or his home address of 4032 Overbrook Lane, Houston, Texas 77027, or wherever he may be found.

Defendant Wassim F. Beidas is an individual resident of the District of Columbia. Defendant is personally liable for damages resulting from a breach of contract within the State of Texas as more particularly described below. Said Defendant does not maintain a place of regular business in Texas and he has no designated agent upon whom service of citation may be made in this cause. Defendant may be cited by serving the Secretary of State of Texas provided that the citation and petition are forwarded to said Defendant's address of 1150 Connecticut Avenue NW, # 800, Washington, DC 20036 by certified mail, return receipt requested.

III.

FACTS

Epcot and Defendant Wesleyan Investments LLC entered an agreement for Epcot to provide electricity to the property located at 2900 Wesleyan, Houston, Texas 77027.

Epcot provided the agreed services, but Defendant Wesleyan Investments LLC failed to pay for such service. Thereafter, Epcot made a written demand for payment upon Defendant Wesleyan Investments LLC and it refused, and continues to refuse, to pay the monies owed.

Defendants Bassam F. Beidas and Wassim F. Beidas are and were officers and members of Defendant Wesleyan Investments LLC at all matters relevant to these proceedings. Defendant Wesleyan Investments LLC has not maintained its corporate status with the State of Texas. Because Defendant Wesleyan Investments LLC has not maintained its corporate status, its officers and members – Defendants Bassam F. Beidas and Wassim F. Beidas – are liable, jointly and severally, for this debt.

As a result, Defendants owe Epcot not less than \$44,464.73, an amount of money within the jurisdictional limits of this court, for which Epcot sues.

IV.

BREACH OF CONTRACT

Epcot incorporates by reference all preceding paragraphs as if fully stated herein.

Epcot now sues for losses as a result of Defendants' acts as described above, as well as pre-judgment interest owing at the rate allowed by law, until the date of Judgment. The agreement between Epcot and Defendants is a valid, enforceable contract. Epcot has standing to sue Defendants for breach of the contract. Epcot performed its contractual obligations. Defendants breached the contract with Epcot as detailed above. Defendant's breach has caused Epcot financial injury, for which it sues.

V.

QUANTUM MERUIT

Epcot incorporates by reference all preceding paragraphs as if fully stated herein.

In the alternative, Epcot pleads for recovery under the doctrine of quantum meruit. Epcot provided – and Defendants accepted – valuable services. Epcot provided such services for the benefit of Defendants. Defendants had reasonable notice that Epcot expected certain compensation for the services and materials provided. Epcot is entitled to damages totaling in an amount within the jurisdictional limits of this court under its quantum meruit claim for the reasonable value of the services and materials provided to Defendants, which were not paid, and for which it sues.

VI.

CONDITIONS PRECEDENT

All conditions precedent have been performed or have occurred.

VII.

PRAYER

Plaintiff prays that:

1. Defendants be cited to appear and answer herein;
2. Plaintiff be granted judgment against Defendants for its damages and the monies due and owing;
3. Plaintiff be granted judgment against Defendants for pre-judgment interest and post-judgment interest at the maximum legal rate;
4. Plaintiff be granted judgment against Defendants for reasonable attorneys' fees and costs of court;
5. Plaintiff be granted such other and further relief, special or general, legal or equitable, as Plaintiff may show that it is justly entitled to receive.

Respectfully submitted,

JONES, GILLASPIA & LOYD, L.L.P.

/s/ John Bruster Loyd

John Bruster "Bruse" Loyd

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ATTORNEYS FOR PLAINTIFF

Unofficial Copy Office of Marilyn Burgess District Clerk