

CAUSE NO. _____

THUAN PHAM,
Plaintiff.

IN THE DISTRICT COURT OF

v.

HARRIS COUNTY, TEXAS

ERIC B. DICK AND DICK LAW
FIRM, PLLC,
Defendants.

____ JUDICIAL DISTRICT

ORIGINAL PETITION

Plaintiff files this original petition complaining of Defendants and would show the following.

I. DISCOVERY AND RULE 47(C) STATEMENT.

1. Plaintiff intends to conduct discovery under Level 2.
2. Plaintiff seeks monetary relief under \$250,000.00 and nonmonetary relief. This statement is made pursuant to the requirements of Rule 47(c), and is made without prejudice to Plaintiff's rights and subject to Plaintiff's right to amend.

II. PARTIES

3. Plaintiff Thuan Pham is an individual resident of Harris County, Texas.
4. Defendant Eric B. Dick is an individual resident of Harris County and a lawyer. He may be served with citation at his usual place of business, 3701 Brookwoods Dr., Houston, TX 77092, or wherever he may be found.
5. Defendant Dick Law Firm, PLLC ("DLF") is a Texas professional limited liability company and law firm, doing business in the State of Texas, whose principal place of business is in Harris County, Texas. It may be served with citation by personal delivery to its

manager, Eric B. Dick, at his usual place of business, 3701 Brookwoods Dr., Houston, TX 77092, or wherever he may be found, or to Eric Dick in his capacity as registered agent at its registered office, 4325 Tulsa Road, Houston, TX 77092.

III. JURISDICTION AND VENUE

6. This court has subject-matter jurisdiction over this case under the general grant of jurisdiction to district courts under the Texas Constitution because the amount in controversy is greater than the jurisdictional minimum of this court.

7. This Court has general personal jurisdiction over Defendants because they have continuous and systematic contacts with Texas. Mr. Dick is a resident of Texas and DLF's principal place of business is in Texas and it is "essentially at home" in Texas.

8. Venue is proper in Harris County because Defendants' residence and principal office in this state, respectively, are in Harris County and all or a substantial part of the events or omissions giving rise to plaintiff's cause of action occurred in Harris County.

IV. FACTS

9. The roof of Thuan Pham's home was damaged in a storm on or about April 19, 2020. Pham hired a roofer to repair the damage. The roofer stated that he would work with Pham's homeowners' insurer, UPC, on the claim.

10. Without Pham's knowledge or authorization, the roofer referred Pham's claim to Eric Dick and his firm, DLF. On information and belief, the roofer was given valuable compensation for this referral.

11. Pham signed no engagement or fee agreement with Dick or DLF, and neither Dick nor anyone from his firm ever communicated with him. Nonetheless, on December 31, 2020, Dick represented to UPC that he represented Pham, and presented a demand to UPC for \$50,947.18 plus \$10,000 in attorney's fees. Dick's letter also invoked the appraisal provisions of the UPC insurance policy.

12. After the letter, there was little or no activity on Pham's case for nearly two years. Dick did not communicate with Pham, who remained unaware that Dick was representing him in his claim with his insurer. No appraisal occurred, nor were there any apparent settlement negotiations.

13. On August 25, 2022, near the expiration of the contractual statute of limitations under the UPC policy, and again without Pham's knowledge or authorization, Dick filed suit against UPC in *Pham v. United Property & Casualty Insurance Company*, No. 1190564, Harris County Civil Court at Law No. 2 (the "UPC Lawsuit"). On Pham's behalf, Dick asserted both contractual for insurance benefits and extracontractual claims for common-law bad faith, DTPA, and Insurance Code violations.

14. UPC moved to compel an appraisal. Dick did not resist the motion but instead submitted Pham's claim to appraisal.

15. On October 18, 2022, the appraisal resulted in an award, after deductible, of \$4,203.65 (the "Award"). Dick did not notify Pham of this Award.

16. On January 3, 2023, UPC delivered to Dick a joint check for \$4,203.65 (the "Award Check"), payable jointly to Pham, his mother, Dong Thi Le, and DLF. Without informing Pham or Le and without Pham's or Le's authorization, Dick forged Pham's and Le's indorsement on the Award Check and deposited it in DLF's bank account.

17. Dick did not inform Pham of his receipt of the Award Check, nor did he pay any of it over to Pham. Instead, on information and belief, Dick either transferred all of the proceeds of the Award Check from the trust account to DLF's operating account or simply deposited the Award Check in DLF's operating account or in his personal account.

18. On March 8, 2023, Dick filed a motion for continuance in the UPC Lawsuit, claiming that the parties were "still conducting

discovery.” In fact, Dick never served a single discovery request, nor did they attempt to schedule any depositions.

19. Dick took no further action to advance Pham’s claims. On July 11, 2023, Dick wrote a letter to Pham notifying Pham that Dick would “not be able to assist [Pham] in connection with this matter,” and would “take no further action on [Pham’s] claim.” The letter made no mention of the pending UPC Lawsuit, the Award, or the Award Check.

20. Two days later, on July 13, 2023, even though he had already stated in a letter to Pham that he no longer represented Pham, Dick filed a nonsuit of the UPC Lawsuit on Pham’s behalf.

21. Pham later learned of the Award and the Award Check from UPC. Pham obtained new counsel, who contacted Dick on April 3, 2024, demanding to speak about the matter.

22. In response to this letter, Dick generated an invoice on April 24, 2024, back-dated to July 17, 2023, purporting to show \$3,450.08 in case expenses (including \$1,500 paid to the appraiser and \$800 to the umpire) (the “Expenses”) and a fee of \$1,399.81 (the “Fee”), for a total of \$4,849.89, or \$646.24 more than the Award.

23. Even on the back-dated invoice, the Fee was purportedly assessed on July 17, 2023, six days after Dick write his letter abandoning his representation of Pham.

24. On June 6, 2024, Pham’s current counsel sent Dick a letter requesting that Dick turn over Pham’s file under TEX. DISC. R. PROF’L C. 1.15(d). After demanding a notarized authorization from Pham, Dick’s office sent a DropBox link, which contained some documents but no emails, no timesheets, no notes, and no fee agreement.

25. After Pham’s counsel pointed out the deficiency, Dick’s office sent another link on October 12, 2024. The only additional document was a purported fee agreement with Pham’s name printed over the signature line. This document was not signed by Pham.

26. On October 15, 2025, Pham, through counsel, sent Dick a letter pointing out that Pham had never signed the fee agreement and never hired Dick. Pham pointed out that Dick's fee was invalid because there was no written fee agreement, because Dick had abandoned his representation of Pham, because his representation was procured by barratry, and because the fee was unconscionable because it would result in no net recovery to Pham. Pham demanded that Dick immediately turn over the entire \$4,203.65 Award.

27. Dick never responded to Pham's demand.

V. CAUSES OF ACTION

A. BREACH OF TRUST

28. Dick and DLF received the Award Check in trust for the benefit of Pham, who they purported to represent as Pham's attorneys.

29. Without informing Pham or obtaining his authorization, and even though Dick had no entitlement to any part of the Award, Dick forged Pham's indorsement and either deposited the Award Check in his or DLF's account, or deposited it in his trust account and transferred the Award to his or DLF's account. Dick did so with the intent to keep the funds and not pay any over to Pham.

30. Dick and DLF were not entitled to keep any of the Award Check, because they had no signed fee agreement with Pham, because they had abandoned their representation of Pham, and for other reasons.

31. This constituted a diversion of trust funds to Dick's own benefit, and a breach of the trust formed by his receipt of the Award Check for Pham's benefit.

32. Dick and DLF are liable for the amount of the Award Check, plus exemplary damages.

33. Additionally, the Court should order Dick and DLF to pay over the trust funds to Pham's order, or alternatively to pay them into the Court's registry for safekeeping.

B. THEFT LIABILITY

34. By forging Pham's indorsement on the Award Check, and by diverting the Award proceeds for their own use, Dick and DLF stole the Award Check and the Award.

35. Dick and DLF are liable to Pham under the Texas Theft Liability Act, TEX. CIV. PRAC. & REM. CODE § 134.001, for actual damages, additional statutory damages, and attorney's fees.

C. BREACH OF FIDUCIARY DUTY

36. Dick and DLF owed fiduciary duties to Pham by purporting to represent him as his attorneys. Dick and DLF breached these duties in multiple respects, including by:

- a. Presenting demands, filing litigation, and otherwise prosecuting Pham's claims without authorization;
- b. Failing to communicate with Pham, inform Pham about their conduct, or obtain any instructions from Pham;
- c. Diverting the Award and Award Check to their own benefit without any communication with or authorization from Pham;
- d. Failing to disclose to Pham any information about the UPC Lawsuit, that they had received the Award Check, or what they had done with the Award Check;
- e. Self-dealing by paying portions of the Award to third parties, including the appraiser, for the benefit of Dick and DLF;
- f. Forging Pham's indorsement on the Award Check; and
- g. Nonsuited the UPC Lawsuit without authorization and without disclosure to Pham.

37. As a result of these breaches, Dick and DLF are liable to Pham for actual and exemplary damages. Additionally or in the alternative,

Dick and DLF should be required to disgorge all benefits and forfeit all compensation.

D. TORTIOUS INTERFERENCE

38. By fraudulently representing to UPC that they represented Pham, and by prosecuting and settling Pham's claim without authorization, Dick and DLF tortiously interfered with Pham's contract with UPC.

39. Dick and DLF are liable to Pham for actual and exemplary damages.

E. PROFESSIONAL NEGLIGENCE

40. Dick breached a lawyer's standard of care by failing to diligently prosecute Pham's case, failing to keep Pham informed of the case and of their activities, and by dismissing the case without Pham's authorization.

41. Dick's negligence proximately caused a recovery that was far less than Pham was entitled to receive on his claim, as well as the loss of any extracontractual claims.

42. Dick and DLF are liable to Pham for damages.

F. DECLARATORY JUDGMENT

43. Pham requests a judicial declaration that:

- a. Dick and DLF were not entitled to the Fee or Expenses because they had no signed fee agreement with Pham;
- b. Dick and DLF forfeited any right to the Fee or Expenses by abandoning their representation of Pham; and
- c. Dick and DLF forfeited any right to the Fee or Expenses by their clear and serious breaches of fiduciary duty to Pham.

44. Pham also requests attorney's fees under TEX. CIV. PRAC. & REM. CODE § 37.009.

G. INJUNCTIVE RELIEF

45. Dick and DLF are wrongfully retaining property of Pham, including the Award proceeds and portions of Pham's file.

46. Pham requests that the Court enter an injunction ordering Dick and DLF to turn over the Award proceeds and the entirety of Pham's file.

VI. CONDITIONS PRECEDENT

47. All conditions precedent to Plaintiff's rights to recovery have been performed or have occurred.

VII. PRAYER

48. For the reasons stated above, Plaintiff respectfully requests that Defendants be cited to appear and answer herein and that Plaintiff have judgment against defendant for actual, statutory, and exemplary damages, disgorgement, forfeiture, declaratory and injunctive relief, attorney's fees, costs of court, and such other and further relief to which plaintiff may be entitled at law or in equity.

DATED: February 25, 2025

Respectfully Submitted,

HUMPHREY LAW PLLC

/s/ Brian Humphrey

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