

AT 10:03 FILED
O'CLOCK M

MAR 23 2009

Joyce Hudman
COUNTY CLERK
BRAZORIA COUNTY TEXAS

CAUSE NO. CI042237

CONTRACTORS REGISTER
INCORPORATED

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IN THE COUNTY OF BRAZORIA

VS.

AT LAW NUMBER 1

J.B. CONTRACTORS &
DEVELOPMENT LLC

BRAZORIA COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION
WITH REQUEST FOR DISCLOSURE AND
REQUEST FOR ADMISSIONS**

1. DISCOVERY LEVEL:

Plaintiff affirms that the maximum damages sought by Plaintiff, excluding interest, costs and attorney fees, is less than \$50,000.00. Plaintiff elects Discovery Plan "Level One" pursuant to TRCP 190.2.

2. PARTIES:

A. CONTRACTORS REGISTER INCORPORATED is "Plaintiff". Plaintiff is represented by WILLIAM C. BOYD of Patterson, Boyd & Lowery, P.C., 2101 Louisiana, Houston, Texas 77002.

B. J.B. CONTRACTORS & DEVELOPMENT LLC is "Defendant". Defendant may be served with process at by serving their Registered Agent, Corporation Service Company, at the registered address of the corporation, 701 Brazos St., Ste. 1050, Austin, Travis County, Texas 78701-3232.

3. JURISDICTION AND VENUE.

The amount involved is approximately \$9,822.19. Plaintiff's cause of action is based upon a contract executed and to be performed in Brazoria County, Texas. This Court has jurisdiction and venue is proper in Brazoria County, Texas.

4. FACTS.

Defendant executed a Contract dated October 5, 2005. A true and correct copy of the Contract is attached as Exhibit "A". Plaintiff is the owner and holder of the Contract. Plaintiff has substantially performed all conditions precedent to filing suit. Plaintiff has performed each and every condition required under the terms of the contract and has acted in a commercially reasonable manner.

5. CAUSES OF ACTIONS.

A. Breach of Contract.

Defendant has breached the contract evidenced by the Advertising Contract described in Exhibit "A". As a proximate result of the breach, Plaintiff has suffered damages in the amount of **\$9,422.19**. Defendant is liable for payment of Plaintiff's damages.

B. Breach of Implied Contract.

Alternatively Plaintiff and Defendant, entered into an implied contract whereby Plaintiff agreed to furnish the goods described in Exhibit "A" to Defendant. The contract is evidenced by the writing attached as Exhibit "A". Plaintiff has substantially performed the contract and all conditions precedent to filing suit. Defendant has breached the contract. Plaintiff has been damaged in the sum of **\$9,422.19** as a proximate result of the breach.

C. Unjust Enrichment.

Alternatively Defendant has been unjustly enriched at Plaintiff's detriment in the amount of **\$9,422.19**. Plaintiff seeks recovery of the unjust enrichment.

D. Reasonable and Necessary Attorney Fees.

Plaintiff seeks recovery of reasonable and necessary attorney fees of not less than \$3,140.00.

E. Prejudgment and Post-judgment interest.

Plaintiff seeks recovery of prejudgment and post-judgment interest at the maximum rate permitted by law.

6. REQUEST FOR DISCLOSURE

Pursuant to Rule 194 of the Texas Rules of Civil Procedure, you are requested to disclose, within fifty (50) days of service of this request the information or material described in Texas Rules of Civil Procedure Rule 194.2(a)-(l).

7. REQUEST FOR ADMISSION:

Pursuant to Rule 198 of the Texas Rules of Civil Procedure, Plaintiff requests that you make the following admission of facts for the purposes of this action only. The responses to the Request for Admissions shall be made on or before the expiration of fifty (50) days from receipt.

Please admit or deny the following:

NO. 1: The contract attached to Plaintiff's Original Petition is a true and correct copy of the contract between Plaintiff and Defendant.

RESPONSE:

NO. 2: The contract between Plaintiff and Defendant attached to Plaintiff's Original Petition was executed for valuable consideration.

RESPONSE:

NO. 3: That Defendant has breached the contract.

RESPONSE:

NO. 4: That Plaintiff has suffered damages in the amount of \$9,422.19 proximately caused by Defendant's breach of contract.

RESPONSE:

NO. 5: That Plaintiff has substantially performed the contract.
RESPONSE:

NO. 6: That Plaintiff has performed all conditions precedent to filing suit.
RESPONSE:

NO. 7: That Plaintiff made written demand upon Defendant more than thirty (30) days prior to filing suit.
RESPONSE:

NO. 8: That a reasonable and customary attorney fees for Plaintiff's attorney is \$3,140.00.
RESPONSE:

8. PRAYER

Plaintiff requests that Defendant be cited to appear and file answer; that upon final hearing, Plaintiff have judgment against Defendant, for its debt, prejudgment interest and post judgment interest at the maximum rate permitted by law, attorney fees and costs; and that Plaintiff have such other and further relief to which it may show itself justly entitled.

RESPECTFULLY SUBMITTED,

PATTERSON, BOYD & LOWERY, P.C.

BY: 

WILLIAM C. BOYD

T/B/A 02779000

2101 Louisiana

Houston, Texas 77002

Phone: 713-222-0351

Fax: 713-759-0642

Attorneys for Plaintiff,
CONTRACTORS REGISTER INCORPORATED



ADVERTISING CONTRACT
 CONTRACTORS REGISTER, INC.
 P.O. BOX 500, JEFFERSON VALLEY, NY 10535
 Customer Service: 800-922-9962 • info@bluebook.com

ACCOUNT # 527999 PO # _____

CONTRACT LENGTH: 2 YEAR: 2006 - 2007

BASE COMPANY INFORMATION

NAME: J.B. CONTRACTORS & DEVELOPMENT LLC CONTRACT: ISAIAH E HATHOLT
 ADDRESS: P.O. BOX 3443 CITY: PERMANID STATE: TX ZIP: 77588
 PHONE #1: 281-221-6066 PHONE #2: _____
 WEB: www.jbcontractors.org E-MAIL: Quote@jbcontractors.org FAX #1: 281-756-8980
 BOOKS: 5 Houston REMARKS: THIS IS A FAX ACCOUNT LICENSE (A/S): _____

AD SIZE	CLASSIFICATION	CLASS CODE	SUN	HS	NO	PROGRAM CHANGE
U-2	DEKALL CONTRACTORS	OK		NBD		220.00
U-2	INITIALS OFFICE SYSTEMS	OK		NBD		220.00
U-2	GENERAL CONTRACTORS	OK		NBD		N/C
U-2	GENERAL CONTRACTORS	OK		NBD		N/C
U-2	CARPENTRY CONTRACTORS	OK		NBD		N/C
U-2	BUILDING ALTERATIONS	OK		NBD		N/C
U-2	PAINTING CONTRACTORS	OK		NBD		N/C
U-2	DRYWALL CONTRACTORS	OK		NBD		N/C
U-2	INTERIORS, OFFICES, SPACES	OK		NBD		N/C

ELECTRONIC FUND TRANSFER (EFT) AUTHORIZATION AGREEMENT
 I (we) hereby authorize Contractors Register, Inc. through its bank, The Chase Manhattan Bank, N.A., to initiate debit entries electronically through my (our) checking account in the amount of 532.00 per month.
 This is to remain in full force and effect from 01.05 through 07.07

IN PLACE OF EXISTING CONTRACT

SUB TOTAL: 520.00
 MULT. OF DISCOUNT: 28.00
 MONTHLY PAYMENT OPTION: 532.00

STAPLE ORIGINAL VOIDED CHECK HERE

SIGNATURE: ISAIAH E HATHOLT DATE: 9-6-05
 AUTHORIZED BY PLEASE PRINT: Romantic Khan TITLE: Operations Mgr
 ACCOUNT MANAGER

Make Checks Payable to The Blue Book

SEP 8 2005 20.00-180.00

ANNUAL PROGRAM AMOUNT	
TOTAL PROGRAM AMOUNT (1 or 2 Year Term)	
DEPOSIT	
BALANCE YEAR 1	
BALANCE YEAR 2	

TERMS AND CONDITIONS

1. Contract Conditions

A. All Contracts are Non-Cancelable

B. Past Due Accounts: All past due accounts will be charged 1½% interest per month on outstanding balances. Advertiser is responsible for all costs and fees incurred by *The Blue Book* in the collection of outstanding balances. *The Blue Book* reserves the right to suspend internet exposure and project leads.

2. Prepayment & Payment Terms (Annual)

A. One Year Contracts:

A 40% non-refundable deposit is required on the total amount of all orders. Balance will be billed at the beginning of the publication year.

B. Two Year Contracts:

A 20% non-refundable deposit is required on the total amount of all orders. Balance will be billed in equal amounts at the beginning of each of the two publication years.

C. One and Two Year Contracts:

Payment Terms are net upon receipt of invoice (January).

3. Contract & Copy Regulations

All orders are subject to acceptance by *The Blue Book of Building and Construction*, P.O. Box 500, Jefferson Valley, NY 10535-0500.

4. Proof Policy

Proofs will be sent on orders received before October 1st.

5. Bid Information

Bid information relating to *bid* opportunities is proprietary information, and may only be used by our customers for their purposes of bidding on a specific construction project. **Further** distribution of this bid information is not permitted and would be a violation of the proprietary rights of such information.

6. Fax and E-Mail Communication

By supplying *The Blue Book* with your fax and e-mail address, you agree to have *The Blue Book* and users of *The Blue Book* services communicate with you via fax or e-mail.

09/26/07 10:38am

Contractors Register

Blue Book 3
338 18

Customer Open Item Inquiry

CUST #:00527499 J.B. Contractors & Development USER 1: was IR03 1/06 DB BAD
P.O. Box 3443 USER 2: CRED-QUESTIONS PROOF
Pearland TX 77588

CRD RATING:WW01 SALESMAN:134 R KHAN
CR2 RATING:

CONTACT:Isaiah Ehntholt 281-221-6066 PHONE #2:

YR OD#	ORD.TOTAL	INVOICES	PAYMENTS	CREDITS	DEBITS	FINANCE	TOTAL DUE
060018	6,384.00	6,384.00	-5,852.00	0.00	5,320.00	2297.80	8,149.80

DETAILED OPEN ITEM INFORMATION

APPLYTO	TYP	DATE	DOC#	AMOUNT	SLS	REFERENCE
060018	P	10/01/05	051001	-532.00	134	EFT Adv Dep On 10/01/05
060018	P	11/01/05	051101	-532.00	134	EFT Adv Dep On 11/01/05
060018	D	11/14/05	051101	532.00	134	INSUFFICIENT FUNDS 11/01
060018	P	11/24/05	051124	-532.00	134	EFT Adv Dep On 11/24/05
060018	P	12/01/05	051201	-532.00	134	PAYMENT: CK# 005336
060018	P	12/01/05	051201	-532.00	134	EFT Adv Dep On 12/01/05
060018	D	12/08/05	051124	532.00	134	INSUFFICIENT FUNDS 11/24
060018	P	01/01/06	060101	-532.00	134	EFT Adv Dep On 01/01/06
060018	P	01/01/06	060101	-532.00	134	REDEPOSIT CK# 5336
060018	I	01/03/06	060018	6,384.00	134	INVOICE 01/03/2006
060018	D	01/04/06	051201	532.00	134	INSUFFICIENT FUNDS 12/01
060018	D	01/09/06	060109	532.00	134	BNCE CK#005336 NSF
060018	D	01/11/06	060101	532.00	134	INSUFFICIENT FUNDS 01/01
060018	D	01/17/06	060117	532.00	134	2ND BNCE CK# 5336-NSF
060018	P	01/24/06	060124	-532.00	134	EFT Payment Of 01/24/06
060018	P	02/01/06	060201	-532.00	134	EFT Payment Of 02/01/06
060018	D	02/03/06	060124	532.00	134	INSUFFICIENT FUNDS 01/24
060018	D	02/13/06	060201	532.00	134	INSUFFICIENT FUNDS 02/01
060018	P	02/24/06	060224	-532.00	134	EFT Payment Of 02/24/06
060018	P	03/01/06	060301	-532.00	134	EFT Payment Of 03/01/06
060018	D	03/08/06	060224	532.00	134	INSUFFICIENT FUNDS 02/24
060018	D	03/13/06	060301	532.00	134	INSUFFICIENT FUNDS 03/01
060018	F	03/14/06	060314	1,170.40	134	Agency Charge 03/14/06
060018	F	03/16/06	060316	105.34	134	Fin Chrg as of 03/16/06
060018	F	05/03/06	060503	106.92	134	Fin Chrg as of 05/03/06
060018	F	06/05/06	060605	108.52	134	Fin Chrg as of 06/05/06
060018	F	07/07/06	060707	110.15	134	Fin Chrg as of 07/07/06
060018	F	08/08/06	060808	111.80	134	Fin Chrg as of 08/08/06
060018	F	09/06/06	060906	113.48	134	Fin Chrg as of 09/06/06
060018	F	10/06/06	061006	115.18	134	Fin Chrg as of 10/06/06
060018	F	11/02/06	061102	116.91	134	Fin Chrg as of 11/02/06
060018	F	12/02/06	061202	118.66	134	Fin Chrg as of 12/02/06
060018	F	12/05/06	061205	120.44	134	Fin Chrg as of 12/05/06

Account Info

IB Type: CR

EM Type: F35 F/02

Collector #: 18

PRIN \$: 6,979.40

Fee \$: 1,170.40

TOTAL \$: 8,149.80

See Back up

08/15/07

9:17am

Contractors Register

18

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