

05

2010-02096

NO. 2010-02096

CONFIRMED FILE DATE: 1/13/2010

CHELSEA OAKS, INC.

V.

MARK ANTHONY BROUSSARD &
GLORIA BROUSSARD &
MEDICAL CENTER EMERGENCY
MEDICAL SERVICE, L.P. &
MEDICAL CENTER MANAGERS, L.L.C.

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

125 TH JUDICIAL DISTRICT

Original Petition

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff, Chelsea Oaks, Inc., as assignee of The Mendel Law Firm, L.P., files its original petition and in support thereof, would respectfully show the Court as follows:

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JOREN JACKSON
DISTRICT CLERK
HARRIS COUNTY, TEXAS
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I. Discovery Control Plan – Level 1

As required by TEX. R. CIV. P. 190.1, petitioner alleges that discovery should be conducted under Level 1, as set forth under TEX. R. CIV. P. 190.2.

II. Parties

2.01. Plaintiff, Chelsea Oaks, Inc., is a Texas corporation with its principle place of business in Harris County, Texas. The Plaintiff is assignee of The Mendel Law Firm, L.P.

2.02. Defendant, Mark Anthony Broussard is an inmate, Register No. 13971-179, of the USP Beaumont, US Penitentiary. Mr. Broussard can be served with a copy of the citation and the original petition at said penitentiary, which is located at 6200 Knauth Road, Beaumont, TX 77705, or at such other address as he may be found in the State of Texas.

2.03. Defendant, Gloria Broussard, can be served with a copy of the citation and original

petition at 12803 Woodlite Lane, Houston, Texas 77015, or such other place as she may be found in the State of Texas.

2.04. Defendant, Medical Center Emergency Medical Service, L.P., can be served with a copy of the citation and original petition by serving the manager of the general partner, who is Gloria Broussard, manager of Medical Center Manager, L.L.C., at 12803 Woodlite Lane, Houston, Texas 77015, or such other place as she may be found in the State of Texas.

2.05. Defendant, Medical Center Managers, L.L.C., can be served with a copy of the citation and original petition by serving its manager, Gloria Broussard, at 12803 Woodlite Lane, Houston, Texas 77015, or such other place as she may be found in the State of Texas.

III. Jurisdiction

3.01. This case involves causes of action for sworn account and breach of contract. The amount in controversy exceeds the minimum jurisdictional limits of this Court.

3.02. Jurisdiction is proper pursuant to Article 5, § 16 of the Texas Constitution, and the TEX. GOVT. CODE ANN.

IV. Venue

Venue is proper in Harris County as provided by TEX. CIV. PRAC. & REM. CODE ANN. § 15.002(a)(1), as all or a substantial portion of plaintiff's causes of action arose in Harris County, Texas.

V. Facts

5.01. The Mendel Law Firm, L.P. provided legal services to Defendants, Mark Anthony Broussard, Gloria Broussard, Medical Center Emergency Medical Service, L.P., and Medical Center

Broussard, Gloria Broussard, Medical Center Emergency Medical Service, L.P., and Medical Center Managers, L.L.C. In accordance with The Mendel Law Firm, L.P.'s customary practice, Defendants received one or more invoices. The invoices represented a series of transactions systematically kept in the ordinary course of business by The Mendel Law Firm, L.P.

5.02. Defendants failed to pay The Mendel Law Firm, L.P. for the services provided. The Mendel Law Firm, L.P. demanded that Defendants pay the amount due on the account, but Defendants refused. A written demand for payment was made more than thirty (30) days before the filing of this suit, in compliance with TEX. CIV. PRAC. & REM. CODE ANN. § 38.001, *et. seq.*

5.03. The Mendel Law Firm, L.P. assigned its claim for payment to Chelsea Oaks, Inc. All conditions precedent have been performed or have occurred as required by TEX. R. CIV. P. 54.

VI. Sworn Account

6.01. Chelsea Oaks, Inc. incorporates by reference paragraphs 5.01-5.03 as though stated in full herein.

6.02. The Mendel Law Firm, L.P. provided services to Defendants on an open account, the charges for which were reasonable and customary. The Defendants accepted the services and became bound to pay The Mendel Law Firm, L.P. for such services. The Mendel Law Firm, L.P. assigned its rights to Chelsea Oaks, Inc., who has standing to bring this action.

6.03. The principal balance due on the account is \$23,205.51, after allowing all just and lawful offsets, payments, and credits.

VII. Breach of Contract

7.01. Chelsea Oaks, Inc. incorporates by reference paragraphs 5.01-5.03 as though stated in full herein.

7.02. The Mendel Law Firm, L.P. agreed to provide services to Defendants, and they agreed to pay for those services. The Mendel Law Firm, L.P. fully performed all conditions, covenants, and promises required under its contract with Defendants. There remains due and owing the sum of \$23,205.51, on which The Mendel Law Firm, L.P. made a proper demand. Defendants refused to pay what is due under the contract. Defendant's failure to pay constitutes a breach of contract. The Mendel Law Firm, L.P. assigned its rights under the contract to Chelsea Oaks, Inc., who has standing to bring this action.

VIII. Attorneys' Fees

8.01. Plaintiff incorporates by reference paragraphs 5.01-7.02 as though set forth in full herein.

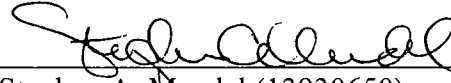
8.02. As a result of Defendants' refusal to pay, Plaintiff found it necessary to file this lawsuit. Thus, plaintiff seeks to be reimbursed its reasonable attorneys' fees as permitted by TEX. CIV. PRAC. & REM. CODE ANN. § 38.001.

IX. Prayer

Plaintiff requests that Defendants be cited to appear and answer and that on final hearing plaintiff receive its actual damages, prejudgment and post-judgment interest as allowed by law, attorneys' fees, costs of court, and such other and further relief, general or special, legal or equitable, to which Plaintiff may be entitled.

[SIGNATURE ON FOLLOWING PAGE]

Respectfully submitted,



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Unofficial Copy Office of Marilyn Burgess