

CAUSE NO. 1242987

MIGUEL ANGEL OVIEDO BALDERAS
Plaintiff,

IN THE COUNTY COURT

VS.

AT LAW NO. ____

RICHARD KELTON RUCKER
Defendant.

HARRIS COUNTY TEXAS

PLAINTIFF'S ORIGINAL PETITION AND JURY DEMAND

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Plaintiff, Miguel Angel Oviedo Balderas ("Plaintiff"), in the above-titled and numbered cause, and files this, his Original Petition and Jury Demand against Defendant Richard Kelton Rucker ("Defendant"), and in support thereof, respectfully shows the following:

Rule 47 Statement and Discovery Control Plan

1. Plaintiff seeks only monetary relief of \$250,000 or less, excluding interest, statutory or punitive damages and penalties, and attorney's fees and costs. *See* TEX. R. CIV. P. 47(c)(1). The damages sought are within the jurisdictional limits of this Court.

2. This case is an expedited action governed by Texas Rule of Civil Procedure 169. This case is therefore governed by Discovery Control Plan Level 1.

Parties

3. Plaintiff Miguel Angel Oviedo Balderas is an individual residing in Mexico.

4. Defendant Richard Kelton Rucker is an individual residing in Harris County, Texas. Defendant may be served with process at 23643 Bottlebrush Terrace Trail, Katy, Texas 77493, or wherever he may be found. **Issuance of citation for service of process is hereby requested.**

Jurisdiction and Venue

5. The Court has subject matter jurisdiction over this lawsuit because the amount in controversy is within the jurisdictional limits of this Court.

6. The Court has personal jurisdiction over the Defendant because he resides in Texas and executed the promissory note in Texas.

7. Venue is mandatory in Harris County because this is the county designated in writing as the county for suit by the parties (Texas Civil Practice & Remedies Code Section 15.035(a)). Venue is proper in Harris County, Texas, pursuant to TEX. CIV. PRAC. & REM. CODE § 15.035(a), as Harris County is where the Note was to be performed. Venue is also proper in Harris County under Texas Civil Practice & Remedies Code Section 15.002 because all or a substantial part of the events or omission giving rise to the claims occurred in Harris County.

Background Facts

8. On or about August 14, 2024, Defendant executed and delivered to Plaintiff a promissory note ("Note") for valuable consideration. A true and correct copy of the Note is attached as Exhibit "A" and incorporated herein by reference for all purposes.

9. Under the terms of the Note, Defendant promised to pay Plaintiff the principal amount of \$146,600.00, with payment due in full on or before August 23, 2024.

10. The Note stipulated that, in the event of default, the entire outstanding amount would become immediately due and payable, and Plaintiff would be entitled to take legal action to recover the debt.

11. Defendant failed to make the required payment by the due date of August 23, 2024, and is in default under the terms of the Note.

12. On October 21, 2024, Plaintiff, through his attorney, sent Defendant a demand letter requesting payment of the Note's outstanding balance. Despite this demand, Defendant has failed and refused to pay the amounts owed.

13. Plaintiff has employed the undersigned attorneys to represent him in the filing of this suit and has agreed to pay them the attorney's fees provided for in the Note, which is a reasonable fee for such services.

Causes of Action

I.

Breach of Promissory Note

14. Plaintiff incorporates by reference all factual allegations in paragraphs 8 through 13 above.

15. Defendant executed the Note and promised to pay Plaintiff \$146,600.00 on or before August 23, 2024.

16. Plaintiff is the holder and owner of the Note. Defendant has failed and refused to pay the amounts due under the Note, constituting a breach of its terms.

17. As a result of Defendant's breach, Plaintiff has been injured and seeks recovery of the principal amount due and owing, but unpaid, after all offsets and credits for payments is \$146,600.00, together with reasonable attorney's fees, court costs, and any other relief to which Plaintiff is entitled.

Attorney's Fees

18. Plaintiff seeks his reasonable and necessary attorney's fees incurred in pursuing this action, as authorized by TEX. CIV. PRAC. & REM. CODE § 38.001 and the terms of the Note.

Conditions Precedent

19. All conditions precedent to Plaintiff's recovery have been performed, have occurred, or have been waived. Plaintiff has provided the requisite notice and made a written demand on Defendant. To date, Defendant has failed to fulfill its obligations under the Note.

Notice Pursuant to Texas Rule of Civil Procedure 193.7

20. Please take notice that, pursuant to Texas Rule of Civil Procedure Section 193.7, Plaintiff intends to use any and all documents produced in response to written discovery by Defendant, all other parties to this action, against such party in any pretrial proceeding and in trial of this cause.

Jury Demand

21. Plaintiff demands that this cause be tried to a jury as is his right under the United States and Texas Constitutions, and Plaintiff tenders the appropriate fee herewith.

Prayer


WHEREFORE, PREMISES CONSIDERED, Plaintiff Miguel Angel Oviedo Balderas respectfully prays that Defendant Richard Kelton Rucker be cited to appear and answer herein and that upon final hearing, Plaintiff have judgment against Defendant for:

1. Actual damages in the principal amount of \$146,600.00;
2. Reasonable attorney's fees as provided for in the Note;
3. Pre-judgment and post-judgment interest as allowed by law;
4. Costs of court; and
5. Such other and further relief, at law or in equity, to which Plaintiff may show himself justly entitled.

Respectfully submitted,

MURRAH & KILLOUGH, PLLC

By: /s/


Richard C. Killough

Richard C. Killough

State Bar No. 24007481

Mike Belleville

State Bar No. 24087159

Erica A. Dryden

State Bar No. 24109818

3000 Wesleyan St., Suite 305

Houston, Texas 77027

Tel: (281) 501-1601

Fax: (713) 588-8778

E-mail: rkillough@mktxlaw.com

ATTORNEYS FOR PLAINTIFF