

0-1-CV-10-002078
CAUSE NO.

DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

2010 MAR -3 PM 3:11

FILED FOR RECORD

DODEKA, L.L.C.,
Plaintiff,

V.

DAWNNA DUKES,
Defendant.

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IN THE COUNTY COURT AT LAW

NO. 2

TRAVIS COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION, REQUEST FOR DISCLOSURE, AND REQUESTS FOR ADMISSIONS

TO THE HONORABLE JUDGE OF SAID COURT:

DODEKA, L.L.C. ("Plaintiff") alleges against DAWNNA DUKES, ("Defendant"):

1.

Discovery

This case will proceed under a Level 1 Discovery Plan under Rule 190.2, Texas Rules of Civil Procedure.

2.

Venue

Venue of this case is proper in Travis County, Texas pursuant to § 15.002(a), Texas Civil Practice and Remedies Code. Defendant is a resident of the county where this suit is filed.

3.

Parties and Service

Plaintiff is a business entity authorized to transact business in the State of Texas, and whose address is 2001 Western Avenue, Suite 430, Seattle, WA 98121. At all times relevant, Defendant was a resident of the State of Texas. Service of process may be obtained on Dawnna Dukes (Social Security Number XXXXX-██████) ("Defendant") as follows: 1103 Rutgers Dr, Pflugerville, TX 78660, which Plaintiff asserts is Defendant's usual place of business or usual place of abode or other place where Defendant can probably be found.

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4.

Jurisdiction

The damages sought are within the jurisdictional limits of this Court pursuant to Rule 47(b), Texas Rules of Civil Procedure.

5.

Debt – Breach of Contract

Based upon the facts described herein, and offered and admitted at time of trial, Plaintiff or its predecessor(s) in interest entered into a binding loan contract with Defendant involving the application for, issuance of, and loans pursuant to a credit card issued by CHASE BANK USA N.A., account number XXXXXX [REDACTED]. Such contract was supported by valuable consideration including partial payment and partial performance. Defendant failed and refused to pay the amount due under this credit card contract. The conduct of Defendant violated the terms and provisions of this contract and this violation or breach was the proximate cause, or in the alternative, a producing cause of actual and consequential damages for which Plaintiff now holds the rights to collect in an amount of at least \$13,961.52.

6.

Demand for Payment

Despite the written demands of Plaintiff, Defendant has failed to pay the sums owed.

7.

Attorney's Fees

Plaintiff seeks recovery of its reasonable attorney's fees pursuant to contracts assigned to it pursuant to Sec. 38.001, Texas Civil Practice and Remedies Code, in an amount determined at trial or at a hearing on a Motion for Default or Summary Judgment, but in no event shall the amount in controversy plus reasonable attorney's fees exceed the jurisdictional limits of this Court. Plaintiff also seeks recovery of all of its costs of court.



8.

Requests for Disclosures

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 Rule 194.2.

9.

Requests for Admissions

Pursuant to Rule 198 of the Texas Rule of Civil Procedure, you are requested to admit the truth of each of the matters listed below, in writing, within fifty (50) days of service of this request. Requests are automatically deemed admitted as a matter of law on the day after the answers are due if no answers, objections, or assertions of privilege are served. Return your written response to these Requests for Admissions to the law office of The Burroughs Law Firm, located at 3303 RR 620 North, Austin, TX 78734.

Admit or deny the truth of the following statements:

1. You applied for and received a credit card with the original creditor CHASE BANK USA N.A. under Account number XXXXX [REDACTED] (the 'Account').
2. You agreed to comply with the terms and conditions of the Account agreement.
3. You received a copy of the terms and conditions for the Account
4. You and any party or parties that you authorized, incurred all of the charges on the Account.
5. The amount due on the Account is \$13,961.52.
6. You utilized the credit extension made to you or on your behalf under the Account by purchasing goods or services or by accepting advanced funds.
7. Prices charged for the goods or services, if any, purchased through the extension of credit under the Account were agreed to by you or on your behalf.
8. You, your spouse, agent or assignee received all advanced funds for which you have been billed either in cash, check, or by deposit to your financial institution.
9. You, your spouse, agent or assignee received the goods or services referred to in Request for Admission number 6.
10. You made no payments on the Account after March 21, 2006.



11. You failed to pay the amount due Plaintiff according to the terms of the Account.
12. Interest has continued to accrue according to the terms of the Account Agreement
13. Demand was made upon you by Plaintiff for payment of the amount owed the Plaintiff
14. More than thirty (30) days have passed between the time that demand was first made upon you for payment and the time of this petition herein.
15. You do not have any counterclaims against Plaintiff, its agents, or attorneys arising out of this Account.
16. You received the monthly account statements which reflect charges on the Account
17. You did not object to or dispute the charges made on the Account within ninety (90) days of the receipt of any statement from the original creditor.
18. You have not formally disputed the accuracy of any of the statements for the Account since they were sent to you by the original creditor.
19. All offsets, payments and credits with respect to the Account have been allowed.
20. You have no affirmative claims against the Plaintiff, its agents, employees, or attorneys.
22. 21. You are not currently on active duty in any branch of the United States military.
22. There are no prior settlements on the Account.

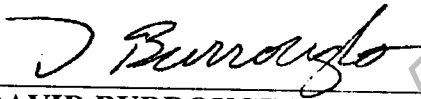
WHEREFORE, Plaintiff respectfully prays that Defendant be cited to appear and answer herein, and that following hearing or by default, Plaintiff obtain a judgment under any theory or cause of action alleged and proved as follows:

7. For the sum of \$13,961.52;
8. For prejudgment interest at the highest rate allowed by law or contract;
9. For reasonable attorney fees as stated above;
10. For all costs of suit;
11. For post judgment interest on the aggregate of the aforementioned amounts at the highest rate allowed by law or by contract until paid in full;



12. And for general relief at law or in equity.

Respectfully Submitted,
THE BURROUGHS LAW FIRM
3303 RR 620 North
Austin, TX 78734
TEL: 512-961-1021
FAX: 512-961-1022

By: 

DAVID BURROUGHS
State Bar No. 24062639
Attorney for Plaintiff

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CERTIFICATION OF ADDRESS

Pursuant to § 30.015, Texas Civil Practice and Remedies Code, Dodeka, L.L.C. hereby notifies the Clerk of this Court that its current address is:

c/o Weinstein & Riley, P.S.
2001 Western Avenue, Suite 400
Seattle, WA 98121

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