

NO. \_\_\_\_\_

ABIEL ALFARO	§	IN THE DISTRICT COURT OF
	§	
V.	§	HARRIS COUNTY, TEXAS
	§	
SPORTS PRO DEVELOPMENT, LLC	§	_____ JUDICIAL DISTRICT

**PLAINTIFF'S ORIGINAL PETITION**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Abiel Alfaro, hereinafter called Plaintiff, and make and file this his Original Petition, complaining of Sports Pro Development, LLC, Defendant, and would respectfully show this Court the following:

I.

Pursuant to Texas Rule of Civil Procedure 190, Plaintiff designates this case as LEVEL ONE. Pursuant to Texas Rule of Civil Procedure 47, Plaintiff states he seeks monetary relief of only monetary relief of \$100,000 or less, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees.

II.

Plaintiff Abiel Alfaro is an individual residing in Harris County, Texas..

Defendant Sports Pro Development, LLC., is a Texas Limited Liability Company and may be served through its registered agent, Jambrina CPA, PC, 433 North Loop W., Houston, Texas 77008. Plaintiff requests the clerk prepare a citation for personal service on Sports Pro Development, LLC and requests that when the citation is issued that it be e-issued to to Plaintiff's attorney, Carl Dawson, for service.

III.

Venue of this case is proper in Harris County, pursuant to Texas Civil Practice & Remedies Code, §15.001, et seq, in that all or a substantial part of the events giving rise to this cause of action occurred in Harris County. The damages in this case exceed the minimum jurisdictional requirements of this Court and therefore this case falls within the jurisdiction of this Court.

#### IV.

It has become necessary to bring this claim because Defendant has breached a contract entered into with Plaintiff to repay money lent Defendant by Plaintiff. On or about January 16, 2019, Defendant borrowed \$50,000, and executed a Promissory Note in favor of Plaintiff. The Promissory Note was negotiated and executed in Harris County, Texas, and was performable in Harris County as well. By its terms, the Promissory Note stated that \$62,500 was to be repaid in full April 30, 2019 and carried an annual interest rate of 9% on all unpaid principal and interest. Defendant did not pay the promissory note in April 30, 2019, when it was due. Although Defendant has given some checks to Plaintiff, they have all been returned NSF by Plaintiff's bank. Defendant has breached the agreement by refused to pay the note in full. Including accrued interest, the balance due on the Promissory Note is \$66,429.79, as of January 10, 2020. By failing to pay the promissory note when due Defendant has breached the contract, and Plaintiff hereby bring suit for its damages incurred as a result of Defendant's breach. All conditions precedent have been met.

#### V.

As a result of the Defendant's acts and omissions as set forth above, the Plaintiff has had to hire the undersigned attorneys and is entitled to recover all reasonable and necessary attorneys' fees and costs incurred in prosecuting this action, pursuant to the terms of the Promissory Note and/or Tex. Civ Prac. & Rem Code 38.001.

VI.

Plaintiff requests that Defendants provide, within fifty days after service, the information required by Rule 194.2, Texas Rules of Civil Procedure.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that Defendant be cited in terms of law to appear and answer herein, and that Plaintiff have judgment against Defendant, plus attorney's fees and costs, prejudgment interest as authorized by law and the contract, post-judgment interest, Plaintiff's costs of court, and such other and further relief to which he may show himself justly entitled.

Respectfully submitted,

RYAN & DAWSON



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Carl 'Bo' Dawson  
SBN 05599100  
770 South Post Oak Lane, Ste. 660  
Houston, Texas 77056  
(713) 960-1555  
(713) 960-8491 facsimile  
[cdawson@rdlaw.com](mailto:cdawson@rdlaw.com)

ATTORNEYS FOR PLAINTIFF  
ABIEL ALFARO