

CAUSE NO. C-2900-19-D

AMATEUR ENTERTAINMENT, LLC
Plaintiff

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IN THE DISTRICT COURT

vs.

____ JUDICIAL DISTRICT

SPD ENTERTAINMENT LLC D/B/A
SPD SPORTS AND
HUMBERTO GARCIA
Defendants

HIDALGO COUNTY, TEXAS

PETITION FOR SUIT ON A NOTE AND GUARANTY AGREEMENT

TO THE HONORABLE COURT:

AMATEUR ENTERTAINMENT, LLC, Plaintiff, complains of **SPD ENTERTAINMENT LLC D/B/A SPD SPORTS AND HUMBERTO GARCIA, Individually, Defendant**, and for cause of action shows:

I. Discovery-Control Plan & Claim for Relief

1. Plaintiff intends to conduct discovery under Level 2 of Texas Rule of Civil Procedure 190.3
2. Plaintiff is seeking monetary relief over \$200,000 but not more than \$1,000,000.

II. Parties and Service of Citations

3. Plaintiff is ***AMATEUR ENTERTAINMENT, LLC***, whose address is ***1300 S 1st ½ St., McAllen, TX 78501-1107, Hidalgo County, Texas.***
4. Defendant **SPD ENTERTAINMENT LLC D/B/A SPD SPORTS**, a Texas limited liability company, Principal Obligor, can be served with citation by serving its registered agent, **Jambrina CPA, P.C.**, at the registered address of **433 North Loop W., Houston, Texas 77008.**
5. **HUMBERTO GARCIA, Guarantor**, an individual, can be served with citation at **3502 Plazas del Lago Dr., Edinburg, Texas 78539 or wherever he may be found.**

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III. Jurisdiction

6. This honorable Court has jurisdiction over this matter as the amount in controversy is within the jurisdictional limits of this Court

IV. Venue

7. Venue is proper in Hidalgo County under Texas Civil Practice & Remedies Code section 15.002 because Defendant Humberto Garcia resides in Hidalgo County.

V. Suit on Note and Guaranty Agreement

A. Execution of Note

8. On January 15, 2019, **SPD ENTERTAINMENT LLC D/B/A SPD SPORTS, ("SPD Entertainment")** Principal Obligor, borrowed **\$380,000.00** from **AMATEUR ENTERTAINMENT, LLC**, evidenced by a promissory note, executed by the Defendant SPD Entertainment, and payable on or before March 25, 2019, with interest at 10% percent per annum. Plaintiff **AMATEUR ENTERTAINMENT, LLC** is the legal owner and holder of this promissory note, a true and correct copy of which is attached as **EXHIBIT "A"** and incorporated by reference.

B. Debt and Maturity

9. Attached to this petition as **EXHIBIT "A"** is a copy of the promissory note and guaranty agreement, with the promissory note having been executed by **SPD Entertainment**, Principal Obligor. Plaintiff is the owner and holder of this note and is entitled to receive all money due under its terms. The promissory note matured on its own terms as of March 25, 2019. The balance remains outstanding in the amount of \$386,359.72. Under the terms of **EXHIBIT "A"** **SPD Entertainment** is indebted to **AMATEUR ENTERTAINMENT, LLC**, for the balance of the note, including all interest that accrues.

10. By the provisions of the note described above, past due principal, accrued interest, and attorney's fees bear interest at the rate of 10% percent per annum until paid.

C. Guaranty

11. Attached to this petition as **EXHIBIT "A"** is a copy of the guaranty agreement executed by **Defendant HUMBERTO GARCIA**, Individually. The guaranty agreement is incorporated in this petition by reference. As shown on **EXHIBIT "A"**, **HUMBERTO GARCIA, Guarantor** unconditionally guaranteed to pay **AMATEUR ENTERTAINMENT, LLC**, Plaintiff, all principal, interest, and collection expenses due to Plaintiff on every claim against or indebtedness of Principal Obligor **SPD Entertainment**. The Defendants failed and refused to pay the note, and continue to refuse to pay the note or any part of it.

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VI. Conditions Precedent.

12. All conditions precedent have been performed or have occurred.

VII. Attorney's Fees

13. By the terms of the promissory note executed by **SPD ENTERTAINMENT LLC** and the guaranty agreement executed by **HUMBERTO GARCIA**, the Defendants agreed to pay reasonable attorney's fees in the event that the Plaintiff should require the service of an attorney in the collection of the note. As a result of the Defendants' failure to pay the note when due, the Plaintiff found it necessary to employ the undersigned to prosecute this action. Accordingly, Plaintiff is entitled to an additional sum as compensation for attorney's fees for the trial and, if necessary, appellate proceedings.

VIII. Prayer.

14. Plaintiff prays that Defendants be cited to appear and answer and that Plaintiff obtain judgment for:

- a. The unpaid principal and interest owing on the note, in the sum of \$386,359.72;
- b. Attorney's fees;
- c. Costs of suit;
- d. pre-judgment and post-judgment interest as allowed by law; and
- e. Other and further relief to which the plaintiff may be justly entitled.

Respectfully submitted,

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BY: /s/ Juan M. Pequeño, Jr.

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