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Gary Fitzsimmons
District Clerk
Dallas District

No. DC-09-09920

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| SOUTHWESTERN BELL YELLOW PAGES, INC. n/k/a AT&T ADVERTISING, L.P. | § | IN THE DISTRICT COURT |
| Plaintiff, | § | |
| vs. | § | C-68TH JUDICIAL DISTRICT |
| CRAIG WATKINS d/b/a FAIR PARK BAIL BONDS | § | |
| Defendant. | § | DALLAS COUNTY, TEXAS |

**PLAINTIFF'S ORIGINAL PETITION**

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES SOUTHWESTERN BELL YELLOW PAGES, INC. n/k/a AT&T ADVERTISING, L.P., Plaintiff, and complains of CRAIG WATKINS d/b/a FAIR PARK BAIL BONDS, Defendant, and for cause of action would show the Court the following:

## I. Discovery Level

1.1 Plaintiff alleges discovery is governed by Level 1 of Rule 190 of the Texas Rules of Civil Procedure.

## II. Parties

2.1 Plaintiff is a Missouri Corporation, licensed to do business in the State of Texas.

2.2 Defendant CRAIG WATKINS d/b/a FAIR PARK BAIL BONDS (hereinafter "WATKINS"), is an individual who may be served with process at 2531 Martin Luther King Blvd., Dallas, Texas 75215 or 133 N. Industrial Blvd., LB 19, Dallas, Texas.

## III. Venue and Jurisdiction

3.1 Venue and jurisdiction are proper in Dallas County, Texas, pursuant to Texas Civil Practice and Remedies Code § 15.002.

3.2 The Unsecured Note that is the subject of this suit was executed in Dallas County, Texas.

3.3 Upon information and belief, Defendant WATKINS' residence is located at 2531 Martin Luther King Blvd., Dallas, Dallas County, Texas 75215.

## IV. Causes of Action

### A. Default on Promissory Note

4.1 On or about March 14, 2005, Defendant WATKINS executed and delivered to Plaintiff a Promissory Note (the "Original Note") in the original principal amount of $33,949.43. A true and correct copy of the Original Note is attached hereto as "Exhibit A."

4.2 The Original Note required Defendant WATKINS to make monthly payments in the amount of $1,000.00 to be paid to Plaintiff, by and through the undersigned attorneys, on the 20th day of each month.

4.3 The Original Note bore interest until maturity at the rate of 0% per annum, and from maturity until paid in full at the rate of 18% per annum.

4.4 Defendant WATKINS paid a total of $18,000.00 in partial satisfaction of his obligation under the Original Note. However, Defendant WATKINS defaulted by failing to make the required payments under the Original Note. Consequently, Plaintiff filed suit against Defendant Watkins in Cause No. 06-12359 in the 68th District Court of Dallas County, Texas, to recover the outstanding balance owed under the Original Note in the amount of $15,949.43.

4.5 After being served with the Citation, Defendant WATKINS and Plaintiff negotiated a new agreement to satisfy the obligation. Defendant WATKINS executed a Renewal and Modification of Unsecured Note (hereinafter "Renewal"), reinstating the Original Note and the obligations and terms contained therein, and modifying the payment terms of the Original Note. Defendant WATKINS agreed to pay the outstanding balance of the Original Note by paying Plaintiff a $1,000.00 down payment, followed by monthly payments in the amount of $1,359.04, until the balance was paid in full. A true and correct copy of the Renewal is attached as Exhibit B. Defendant WATKINS defaulted again under the terms of the Original Note and Renewal by failing to make the required monthly payments.

4.6 Plaintiff performed all conditions precedent to Defendant WATKINS' liability under the Original Note and Renewal.

4.7 Plaintiff made formal and written demand upon Defendant WATKINS to pay the arrearages on the Original Note and Renewal and Defendant WATKINS failed and/or refused to pay the arrearages to cure the default. After giving Defendant WATKINS all offsets and credits to which he is entitled, there still remains a balance due and owing in the amount of $1,249.93.

4.8 Plaintiff would show that the Original Note and Renewal are in default and, pursuant to the terms contained therein, all indebtedness is hereby accelerated and is immediately due and owing, including prejudgment and postjudgment interest at the rate of 18% pursuant to the terms of the Original Note and Renewal.

## V. Attorneys' Fees

5.1 Plaintiff is entitled to reasonable and necessary attorneys' fees incurred in prosecuting this litigation pursuant to the terms of the Original Note and Renewal. Alternatively, Plaintiff is entitled to necessary and reasonable attorneys' fees, pursuant to Texas Civil Practice & Remedies Code § 38.001, et seq.

WHEREFORE, THE ABOVE PREMISES CONSIDERED, Plaintiff SOUTHWESTERN BELL YELLOW PAGES, INC., respectfully requests that Defendant WATKINS be cited to appear and answer, and that upon final hearing herein, Plaintiff have and recover of and from Defendant WATKINS, as follows:

1. Judgment in the total sum of $1,249.93 against Defendant WATKINS;

2. Prejudgment interest at the rate of 18% pursuant to the terms of the Original Note and Renewal;

3. Reasonable attorneys' fees;

4. Interest after judgment at the maximum legal rate until paid;

5. Costs of Court; and

6. Such other and further relief, at law or in equity, to which Plaintiff may show itself to be justly entitled.

Respectfully submitted,

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