

FILED
DENTON COUNTY, TEXAS
2010 MAR 18 AM 10:00
SHERIFF A. STEIN
DISTRICT CLERK
E. M.

CAUSE NO. 2010-10086-10

A. LARRY ROSS & ASSOCIATES, INC.
d/b/a A. LARRY ROSS COMMUNICATIONS

Plaintiff,

v.

CARRIE PREJEAN

Defendants.

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IN THE DISTRICT COURT

10 JUDICIAL DISTRICT

DENTON COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES A. Larry Ross & Associates, Inc. d/b/a A. Larry Ross Communications ("ALRC" or "Plaintiff"), Plaintiff in the above entitled and numbered cause, and files this Plaintiff's Original Petition complaining of Carrie Prejean ("Defendant"), and in support thereof respectfully shows the Court the following:

I.

DISCOVERY CONTROL PLAN

1. ALRC seeks monetary relief aggregating in excess of \$50,000. Accordingly, Discovery Level 2 is applicable to this action.

II.

PARTIES

2. Plaintiff A. Larry Ross & Associates, Inc. d/b/a A. Larry Ross Communications is a Texas corporation with its principal office in Denton County, Texas.

3. Defendant Carrie Prejean is an individual resident of San Diego County, California, whose home address is 6433 Reflection Drive, #101, San Diego, California 92124. Defendant may be served with process by the clerk of this court by mailing a copy of the citation, with a petition attached, to Defendant at that address by certified mail, return receipt requested, delivery restricted to addressee.

III.

VENUE

4. Venue of this cause is proper in Denton County, Texas pursuant to the provisions of the Texas Civil Practice & Remedies Code, § 15.001 *et seq.*, as Denton County, Texas is the county in which all or a substantial part of the events or omissions giving rise to the claim occurred.

IV.

FACTUAL BACKGROUND

5. ALRC is a full service media and public relations agency located in Carrollton, Denton County, Texas. Defendant is the former Miss California USA who was removed from her position as a result of alleged contract breaches.

6. On or about April 21, 2009, Defendant contacted ALRC via phone at its offices in Denton County, Texas to engage its services. The next day, ALRC and Defendant held a conference call wherein ALRC provided Defendant interview tips and damage control after

Defendant's Miss California USA appearances were abruptly canceled by the pageant's public relations representative, Roger Neal. This consultation included counseling Defendant on how to respond to her scheduled appearance on April 29, 2009 at Liberty University in Lynchburg, Virginia.

7. After its initial consultation with Defendant, on April 24, 2009, ALRC submitted its proposal for media representation (the "Proposal") to Defendant. The Proposal set forth the scope of ALRC's services, as well as ALRC's expected rate of compensation. Attached hereto as Exhibit "A" is a true and correct copy of the Proposal.

8. In accordance with the Proposal, ALRC's staff, as a team, logged hundreds of hours providing ongoing day-to-day activities, fielding hundreds of media calls, arranging or reviewing a number of booking requests, and acting as Defendant's public relations representatives and media strategists on a full-time basis for many weeks throughout Defendant's ordeal with the California pageant officials. Representatives of ALRC also provided Defendant intensive interview training at ALRC's offices in Denton County, Texas, during which ALRC's representatives brokered a conference call with Donald Trump ("Trump") and confirmed a joint press conference with Trump and the pageant officials on May 12, 2009. Several of ALRC's staff travelled with Defendant and her parents to the press conference with Trump, drafting and revising Defendant's remarks during the trip, and advising Defendant prior to and during the press conference with Trump.

9. On June 25, 2009, once it became evident that a potential lawsuit in California to protect Defendant's interests against the Miss California USA pageant officials was imminent, Defendant and her father requested that ALRC forward all of its billings and accumulated charges incurred for Defendant's representation to her California attorney, Charles LiMandri.

Additionally, in order to aid Defendant in her lawsuit and settlement negotiations, ALRC's team performed valuable services and supplied crucial information to Defendant and her attorney supporting, and even solidifying, her case.

10. All of ALRC's actions were performed with the expectation of reasonable payment for its services, and at all times since Defendant's initial phone call to ALRC at its offices in Denton County, Texas on April 21, 2009, ALRC proceeded in good faith to provide, and did provide, Defendant with its professional and valuable media and publicity services.

11. ALRC has demanded payment from Defendant, but Defendant has refused to pay. After all lawful offsets, payments and credits, the amount due and owing to ALRC by Defendant is \$64,857.00. Attached hereto as Exhibit "B" is a true and correct copy of ALRC's account records pertaining to Defendant's account.

V.

CLAIMS

A. Sworn Account

12. ALRC incorporates by reference all of the allegations set forth in paragraphs 1 through 11 above.

13. The verified account attached hereto and incorporated herein for all purposes as Exhibit "B" is a liquidated money demand for which a systematic record has been kept, and arises out of the business dealings between the parties. It is an account covering services which ALRC, at the special instance and request of Defendant, provided to Defendant, on or about the time specified therein. In consideration thereof, Defendant promised to pay ALRC the sums of money charged, upon the terms shown in the accounts. The services were, at the time the services were provided, reasonably worth the sums of money charged in Denton County, Texas.

14. After the allowance of all just and lawful offsets, payments and credits, the balance due to ALRC from Defendant is \$64,857.00. Although demand has been made upon Defendant for payment of the amount due, Defendant has refused and continues to refuse to pay ALRC all of the sums owed on the account.

B. Breach of Contract

15. ALRC incorporates by reference all of the allegations set forth in paragraphs 1 through 14 above.

16. ALRC entered into an agreement with Defendant to provide media and public relations services to Defendant. Pursuant to the parties' agreement, Defendant was to pay for the services provided by ALRC. ALRC fully performed all of its obligations under the parties' agreement; however, Defendant has failed to pay ALRC pursuant to the parties' agreement.

17. As a direct and proximate result of Defendant's breach of the agreement with ALRC, ALRC has suffered damages in the sum of at least \$64,857.00.

C. Quantum Meruit

18. ALRC incorporates by reference all of the allegations set forth in paragraphs 1 through 17 above.

19. In the alternative, Defendant is liable to ALRC under the theory of *quantum meruit*. Defendant accepted the benefits of the services provided by ALRC. Specifically, ALRC supplied media and public relations services to Defendant. Defendant accepted and used the services when tendered by ALRC, and Defendant knew that ALRC expected to be paid for these services.

20. ALRC reasonably expected payment for the services provided to Defendant because ALRC has provided similar services to others in the community, for which ALRC has

been paid. Defendant will be unjustly enriched if allowed to retain the benefits conferred upon her without payment to ALRC as set forth herein

21. As a direct and proximate result of Defendant's failure to pay for the services provided, ALRC has suffered damages in the sum of at least \$64,857.00.

D. Conditions Precedent

22. ALRC incorporates by reference all of the allegations set forth in paragraphs 1 through 21 above.

23. ALRC would show that all conditions precedent to its lawful recovery herein have been performed or occurred.

E. Attorneys' Fees

24. ALRC incorporates by reference all of the allegations set forth in paragraphs 1 through 23 above.

25. ALRC is entitled to recover a reasonable amount as attorneys' fees pursuant to Section 38.001 *et seq.* of the Texas Civil Practice & Remedies Code. A reasonable attorneys' fees for ALRC would be the sum of not less than \$10,000 through the trial of this cause, not less than \$15,000 through an appeal to the Court of Appeals, not less than \$5,000 in the event a Petition for Review is sought from the Texas Supreme Court, and not less than \$15,000 in the event the Petition for Review is granted, with all of the requested attorneys' fees at the appellate level conditioned upon the appeal of Defendant, if any, being unsuccessful.

VI.

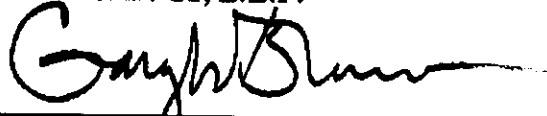
PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully prays that Defendant be cited to appear and answer herein and that upon final hearing, Plaintiff have and recover from Defendant as follows:

- (i) Judgment against Defendant in the amount of at least \$64,857.00;
- (ii) Pre and postjudgment interest at the highest rates allowed by law;
- (iii) All reasonable and necessary attorneys' fees incurred as specified herein;
- (iv) All costs of court; and,
- (v) Such other and further relief, at law or in equity, to which Plaintiff would show itself justly entitled.

Respectfully Submitted,

**BLANSCET SUTHERLAND
HOOPER & HALE, L.L.P.**



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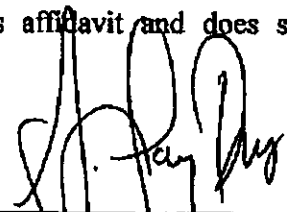
**ATTORNEYS FOR PLAINTIFF
A. LARRY ROSS & ASSOCIATES, INC.
d/b/a A. LARRY ROSS COMMUNICATIONS**

AFFIDAVIT

STATE OF TEXAS §
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COUNTY OF DENTON §

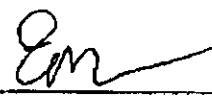
BEFORE ME, the undersigned authority, on this day personally appeared A. Larry Ross, the President of A. LARRY ROSS & ASSOCIATES, INC. d/b/a A. LARRY ROSS COMMUNICATIONS, a corporation duly incorporated and existing under and by authority of the laws of the State of Texas, with its principal office and place of business in Denton County, who being first sworn by me, upon oath, stated as follows:

That the foregoing statements in the Plaintiff's Original Petition at Paragraphs 5 through 14 and the account of Defendant Carrie Prejean attached as Exhibit "B" to Plaintiff's Original Petition, for the total principal sum of \$64,857.00 is, within the personal knowledge of Affiant, just and true; that the undersigned is the custodian of the records of the Plaintiff; that the undersigned has access to the books and records relating to the account of the Defendant and has knowledge of the payment history of the Defendant; that the attached account is a true and correct copy of the outstanding invoices relating to Defendant's account; that all just and lawful offsets, payments, and credits have been allowed; that all such sums are now due and owing; and that Affiant is lawfully competent to make this affidavit and does so upon his personal knowledge and in the capacity set forth herein.



A. Larry Ross, Affiant

SUBSCRIBED AND SWORN TO BEFORE ME this 9th day of February, 2010.



Notary Public, State of Texas

