

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

GLOBAL ESTIMATING SERVICES, INC.	§	IN THE DISTRICT COURT OF
	§	
vs.	§	HARRIS COUNTY, TEXAS
	§	
McCLENNY, MOSELEY	§	
& ASSOCIATES, PLLC	§	_____ JUDICIAL DISTRICT

**PLAINTIFF'S ORIGINAL PETITION**

COMES NOW, Plaintiff, GLOBAL ESTIMATING SERVICES, INC. ("Plaintiff"), and files this its Original Petition against Defendant, McCLENNY, MOSELEY & ASSOCIATES, PLLC ("Defendant"), and would respectfully show the Court as follows:

**DISCOVERY CONTROL PLAN**

1. Discovery is intended to be conducted under Level 3 of Texas Rule of Civil Procedure 190.4.

**PARTIES**

2. Plaintiff, GLOBAL ESTIMATING SERVICES, INC., is a Delaware corporation, registered with the Texas Secretary of State to conduct business in Texas, with its principal place of business located in Montgomery County, Texas.

3. Defendant, McCLENNY, MOSELEY & ASSOCIATES, PLLC, is a Texas limited liability company with its principal place of business located at 516 Heights Blvd., Houston, Texas 77007 and/or 1415 Louisiana St. #2900, Houston, Texas 77002. Defendant may be served with process by serving its registered agent for service of process as follows:

CT Corporation System  
1999 Bryan Street, Suite 900  
Dallas, Texas 75201

or by serving any member anywhere he may be found.

## **JURISDICTION & VENUE**

4. Venue is proper in Harris County, Texas because Defendant's principal office is located in Harris County, Texas. Venue is proper in Harris County, Texas, because all or a substantial part of the events giving rise to Plaintiff's claim occurred in Harris County, Texas.

5. The Court has jurisdiction over the controversy because the damages sought are within the jurisdictional limits of this Court. Plaintiff seeks monetary relief over \$1,000,000.00, excluding interest, attorneys' fees and costs. TEX. R. CIV. P. 47(c)(4).

6. The Court has jurisdiction over Defendant because it is registered to conduct business in Texas and does conduct business in Texas.

## **BACKGROUND**

7. Plaintiff was hired by Defendant to provide field inspection services for residential and commercial property losses suffered by certain of Defendant's clients as a result of hail, fire, water intrusion, collapse, wind damage and/or flood damage. The scope of the work Defendant hired Plaintiff to perform included providing written estimates for the construction repair work and/or restoration work for the subject properties.

8. Plaintiff invoiced Defendant for each property on which it provided the above-referenced services. While Defendant paid some of the invoices, it has since fallen woefully behind on payments due and owing to Plaintiff.

9. Plaintiff has provided written demand to Defendant, as well as an accounts receivable report for open invoices. Some of the outstanding invoices are more than a year old, and the current balance due and owing to Plaintiff is \$9,865,862.99.

10. Simply put, Defendant requested the services, Plaintiff provided the services, and Defendant has failed to pay for the services Plaintiff provided. Such failures on Defendant's part

constitute a breach of the parties' agreement, for which Plaintiff seeks recovery in this lawsuit.

**FIRST CAUSE OF ACTION:  
BREACH OF CONTRACT**

11. Defendant requested that Plaintiff provide inspection and estimating services for specific properties owned and/or leased by certain of Defendant's clients. Defendant agreed to pay Plaintiff for its services pursuant to a specific payment schedule. Plaintiff performed, or in the alternative substantially performed, all of its obligations under the Agreement with Defendant, including, but not limited to, providing Defendant with the requested written repair and/or remediation estimates.

12. Defendant materially breached the parties' agreement by failing to pay Plaintiff for the services Plaintiff provided, for which Plaintiff seeks to recover its actual damages as reflected on the invoices totaling \$9,865,862.99, plus attorneys' fees, interest and costs.

**SECOND CAUSE OF ACTION:  
QUANTUM MERUIT**

13. Alternatively, Plaintiff provided services to Defendant which were requested by Defendant and under circumstances which Defendant knew, or reasonably should have known, that Plaintiff expected payment, without making payment therefore.

14. Defendant is liable to Plaintiff in the amount of \$9,865,862.99, the reasonable value of the services furnished to Defendant, for which Plaintiff seeks recovery in this lawsuit.

**ATTORNEYS' FEES AND INTEREST**

15. Plaintiff is entitled to recover reasonable attorney's fees from Defendant pursuant to Chapter 38 of the TEXAS CIVIL PRACTICES & REMEDIES CODE.

16. Plaintiff is entitled to recover prejudgment and post-judgment interest at the highest legal rate allowed by law.

**CONDITIONS SATISFIED**

17. Plaintiff has fully or substantially performed all acts necessary to perfect and establish all claims and causes of action asserted in this lawsuit.

**PRAYER**

WHEREFORE, Plaintiff, GLOBAL ESTIMATING SERVICES, INC., respectfully requests that Defendant, McCLENNY, MOSELEY & ASSOCIATES, PLLC, be duly cited to appear and answer, and that Plaintiff have judgment against Defendant for:

- (a) Plaintiff's actual damages;
- (b) Prejudgment interest;
- (c) Post-judgment interest;
- (d) Reasonable attorneys' fees in the trial court and all appellate courts;
- (e) All costs of court in the trial court and all appellate courts;
- (f) Collection costs; and
- (g) All other relief to which Plaintiff may show itself justly entitled.

Respectfully submitted,

ANDREWS MYERS, P.C.

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ATTORNEYS FOR PLAINTIFF  
GLOBAL ESTIMATING SERVICES, INC.

### Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Lisa Norman on behalf of Lisa Norman  
Bar No. 24037190  
lnorman@andrewsmyers.com  
Envelope ID: 75063357  
Filing Code Description: Petition  
Filing Description: Plaintiff's Original Petition  
Status as of 4/27/2023 8:14 AM CST

#### Case Contacts

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