

D-1-GN-24-001694

CAUSE NO. _____

<p>STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, <i>Plaintiff,</i></p> <p>v.</p> <p>CATASTROPHIC SOLUTIONS LLC d/b/a HAIL SPECIALISTS, <i>Defendant.</i></p>	<p>§ § § § § § § § § §</p>	<p style="text-align: right;">IN THE DISTRICT COURT</p> <p>419TH, DISTRICT COURT</p> <p style="text-align: right;">_____ JUDICIAL DISTRICT</p> <p style="text-align: right;">TRAVIS COUNTY, TEXAS</p>
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PLAINTIFF’S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Plaintiff State Farm Mutual Automobile Insurance Company (“Plaintiff” and/or “State Farm”) and files this Original Petition against Defendant Catastrophic Solutions LLC d/b/a Hail Specialists and, in support thereof, would respectfully show the Court as follows:

I. DISCOVERY CONTROL PLAN

I.I Plaintiff intends to conduct discovery under Level II. TEX. R. CIV. P. 190.3.

II. CLAIMS FOR RELIEF

2.I Plaintiff seeks monetary relief of \$250,000.00 or less and non-monetary relief. TEX. R. CIV. P. 47(c)(2).

III. PARTIES, JURISDICTION, AND VENUE

3.I Plaintiff is an insurance carrier licensed to do business in Texas.

3.2 Defendant Catastrophic Solutions LLC d/b/a Hail Specialists (“Defendant” and/or “Hail Specialists”) is an automotive repair facility licensed to do business in Texas. It may be served with process via its registered agent, Hail Specialists, at 771 Airport Boulevard, Austin, Texas 78702.

3.3 This Court has subject matter jurisdiction because the amount in controversy exceeds the minimum jurisdictional limits of this Court.

3.4 This Court has personal jurisdiction, both general and specific, over Defendant because Defendant is a citizen of Texas with a primary place of business in Travis County, Texas.

3.5 Venue is proper in Travis County, Texas because a substantial part of the events or omissions giving rise to the claim occurred in Travis County. TEX. CIV. PRAC. & REM. CODE § 15.002(1).

IV. FACTUAL BACKGROUND

4.1 Nonparty Jeannette Doumbe was the owner of a 2023 Hyundai Santa Fe SEL AWD bearing VIN no. 5NMS2DAJXPH495190 (the “Vehicle”). On May 11, 2023, the Vehicle was involved in a collision and was subsequently towed to Defendant’s shop at 10611 N. IH-35, Austin, Texas 78753.

4.2 On May 24, 2023, Plaintiff paid \$21,073.82 to Defendant for anticipated repairs (the “Advance Payment”). However, the necessary parts were unavailable, and Plaintiff then deemed the Vehicle a total loss on September 11, 2023. A new title for the Vehicle was issued to Plaintiff on January 25, 2024.

4.3 On February 13, 2024, Plaintiff sent a letter to Defendant demanding the return of the vehicle and the Advance Payment less reasonable storage fees through October 31, 2023 and reasonable costs of work performed through September 11, 2023. To date, no response has been received.

4.4 Plaintiff now files this suit against Defendant to recover and take possession of the Vehicle (or in the alternative, payment for the fair market value of the Vehicle) and a return of the Advance Payment less reasonable storage fees and/or the fees associated with any repair.

V. CAUSES OF ACTION – CONVERSION AND REPLEVIN

5.1 Plaintiff has a right to immediate possession of the Vehicle as represented by the Vehicle's title. Plaintiff also has a right to a return of Advance Payment made for repairs because the repairs were not made when the Vehicle was deemed a total loss.

5.2 Defendant wrongfully exercises dominion and control over the Vehicle and the Advance Payment to the exclusion of Plaintiff's rights.

5.3 Plaintiff demanded the return of the Vehicle and the Advance Payment as represented by the February 13, 2024 demand letter.

5.4 Defendant has not returned the Vehicle nor the Advance Payment

5.5 Defendant's wrongful acts and omissions proximately cause injury to Plaintiff.

5.6 Plaintiff seeks relief in the form of replevin, requesting the return of the Vehicle and legal interest attached thereto, or, if return is impossible or impracticable, economic damages in the amount of the fair market value of the Vehicle. Plaintiff further seeks a return of the Advance Payment as those repairs were not made.

5.7 Plaintiff is further entitled to recover reasonable and necessary attorney fees pursuant to TEX. PROP. CODE § 70.008 because this is a suit, in part, to recover possession of a motor vehicle.

5.8 Plaintiff seeks costs of court.

VI. CONDITIONS PRECEDENT

6.1 All conditions precedent to Plaintiff's causes of action against Defendant have been performed or have occurred.

VII. CLAIM FOR DAMAGES

7.1 Plaintiff seeks recovery of the following damages:

- a. Replevin, including the return of the Vehicle with legal interest to be determined at trial;
- b. If the Vehicle cannot be returned, economic damages in the amount of the fair market value of the Vehicle;
- c. Economic damages in the amount of the Advance Payment less reasonable storage fees through October 31, 2023 and reasonable costs for work performed through September 11, 2023.
- c. Reasonable and necessary attorney fees; and
- d. Costs of court.

VIII. JURY DEMAND

8.1 Plaintiff hereby requests a trial by jury.

IX. PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff State Farm Mutual Automobile Insurance Company respectfully requests that Defendant Catastrophic Solutions LLC d/b/a Hail Specialists be cited to appear herein and, upon final trial, that Plaintiff have judgment against Defendant for the causes of action asserted herein, that Plaintiff be awarded the relief sought, that Plaintiff be awarded costs and fees, including reasonable attorney fees incurred herein pursuant to Texas Property Code § 70.008, and that Plaintiff be granted such other and further relief as it may show itself justly entitled at law or in equity.

Respectfully submitted,

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By:  _____

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COUNSEL FOR PLAINTIFF

*** Service by e-mail or other electronic means must include this e-mail address for proper service.*

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Jack Bumgardner on behalf of Paul Miller
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Envelope ID: 85608983
Filing Code Description: Petition
Filing Description: PLAINTIFF'S ORIGINAL PETITION
Status as of 3/18/2024 2:17 PM CST

Associated Case Party: STATE FARM MUTUAL AUTOMOBILE INSURANCE
COMPANY

Name	BarNumber	Email	TimestampSubmitted	Status
W. PaulMiller		wpm-svc@germer-austin.com	3/15/2024 1:43:51 PM	SENT
William Atallah		watallah@germer-austin.com	3/15/2024 1:43:51 PM	SENT
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