

10/17/10 Cert Mail

No. 10-15243

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GARY FITZSIMMONS
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JIM HENDERSON,

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IN THE DISTRICT COURT

v.

DALLAS COUNTY, TEXAS

CHARLEY PRIDE

44th-B JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL PETITION

Now Comes Plaintiff, Jim Henderson ("Henderson"), and files this Original Petition against Defendant Charley Pride ("Pride") and says:

A. Introduction

1. Henderson is an individual who resides in Dallas, Dallas County, Texas.
2. Defendant is Charley Pride who may be served with process by and through his attorney, Mr. J. Jerry Lastelick, Chase Bank Tower, 8111 Preston Road, Suite 950, Dallas, Texas 75225-6317 *via certified mail, return receipt requested* or at his residence address: Charley Pride, 5476 Northhaven Rd., Dallas, Texas 75229-3048.

B. Facts

3. The subject matter of this suit arises out of a business agreement and other dealings between Jim Henderson and Charley Pride concerning the writing, publication and sale of a literary work entitled "Pride--The Charley Pride Story" written with Jim Henderson

4. Jim Henderson seeks to recover his legal damages flowing from a breach of contract and other wrongful conduct arising out of his relationship with Pride in preparing and writing Pride's life story. Henderson says that Pride has recently entered into an option agreement, of some other form of contract or agreement, with Paramount Pictures of Los Angeles, California and possibly other persons or legal entities, concerning the sale and use of his "life story." Further, on information and belief, Pride may be selling books and other products in which Henderson has a legal interest. As a result, Henderson says that Charley Pride has violated his agreement with Henderson by refusing to honor his contract with Henderson:

5. Henderson says that although he deposed Pride to obtain the details about the option agreement or contract with Paramount Pictures (or other persons or legal entities) Pride said that other persons in his employ knew all of the details about these transactions. Thus, it is still unknown to Henderson at this time exactly what Pride has done and how much revenue has been produced as a result of the option agreement and the sale of books and other products in which Henderson may have an interest.

6. Pleading now in the alternative, in addition to breach of contract, Henderson says he is entitled to recover his legal and just damages from Pride

based on the legal theories of promissory estoppel, fraud and quantum meruit.

C. Attorney Fees

7. Henderson is further entitled to recover reasonable and necessary attorney fees both at trial and on appeal, if necessary. All conditions precedent to Henderson's claim for relief have been performed or have occurred.

D. Request for Disclosure

8. Henderson requests that Pride disclose, within 50 days of the service of this request, the information or material described in Texas Rule of Civil Procedure 194.

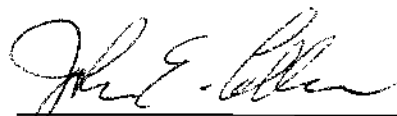
Prayer

For these reasons, Henderson asks that Pride be cited to appear and answer and that Henderson have judgment against Pride in the reasonable and just sum of at least \$50,000.00, his costs of suit, plus pre-judgment, post-judgment interest, reasonable attorneys' fees both at trial and on appeal and for such other and further relief to which he may be justly entitled.

Respectfully submitted,

JOHN E. COLLINS
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By:



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