

CAUSE NO. 1243040

RESOLUTION BUILDERS, LLC  
Plaintiff,

v.

NATIONAL FLOOR COVERING, INC.,  
Defendant.

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IN THE COUNTY COURT

AT LAW NO. \_\_\_\_\_

HARRIS COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION**

Resolution Builders, LLC ("Resolution" or "Plaintiff"), files this Plaintiff's Original Petition complaining of National Floor Covering, Inc. ("National"), as follows:

**DISCOVERY**

1. Discovery in this case should be conducted under Level 1. Plaintiff seeks only monetary relief of \$250,000.00 or less, excluding interest, statutory or punitive damages and penalties, and attorney's fees and costs.

**PARTIES**

2. Resolution Builders, LLC, is a Texas limited liability company with its principal place of business in the State of Texas.

3. National Floor Covering, Inc., is a Texas for-profit corporation which may be served with citation by serving its Registered Agent, Robert M. Buttram, at 8781 West Road, Suite 170, Houston, Texas 77064, or wherever he may be found.

**JURISDICTION AND VENUE**

4. The Court has subject matter jurisdiction as the amount sought is within the jurisdictional limits. The Court has personal jurisdiction over Defendant as it is a Texas corporation. Venue is proper in Harris County, Texas pursuant to Section 15.002(a)(1) of the Texas

Civil Practice & Remedies Code because all or a substantial part of the events or omissions giving rise to the claims occurred in Harris County.

### **FACTS**

5. Resolution is the general contractor on the One Town Park Apartments project, located at 6008 Rogerdale Rd., Houston, Texas 77072 (“Property”). On July 18, 2023, Resolution and National entered into a subcontract agreement (“Subcontract Agreement”) whereby National agreed to provide labor and materials for flooring and tile at the Property in exchange for payment of approximately \$341,039 according to an industry-standard construction schedule and procedure.

6. The Subcontract Agreement requires National to “pay for all materials and labor used in, or in connection with the performance of [National’s] Work” and requires National to indemnify and defend Resolution for all costs and attorney’s fees incurred by Resolution in connection with any such lien or related claim. On October 7, 2024, Mohawk Carpet Distribution, Inc. (“Mohawk”) filed a mechanic’s and materialman’s lien on the Property, in the amount of \$22,068.07, for flooring supplies and labor provided to National on the Property.

7. On December 11, 2024, Resolution sent a written demand to National to obtain a release of the lien no later than December 16, 2024, but National failed or refused to do so, thus forcing Resolution to pay Mohawk directly to obtain the lien release. Resolution informed National it had paid Mohawk directly and demanded payment of \$22,068.07 from National, but National has failed or refused to pay this amount to Resolution.

8. Resolution has made several attempts to resolve this matter with National and sent two demand letters, but National has not responded. National’s failure to respond and resolve these matters has forced Resolution to engage the undersigned counsel to enforce its rights and initiate this suit.

## **CAUSES OF ACTION**

### **Count I – Breach of Contract**

9. Resolution incorporates by reference the foregoing paragraphs as if fully set forth herein. All conditions precedent to bringing this claim have been met.

10. Resolution is a party to a valid and binding contract with National.

11. Resolution has performed its contractual obligation of paying National for labor, materials and equipment as described above.

12. National has breached due to its failure to pay its subcontractor Mohawk for labor and/or materials provided for the Property and failing to obtain a lien release or indemnify Resolution for the amounts it paid Mohawk directly, as required by the terms of the contract.

13. National's breaches have caused damages to Resolution.

14. Resolution seeks recovery of all damages caused by National's breaches, including but not limited to reimbursement of Resolution's payments to Mohawk to release the lien and its incurred attorney's fees and costs.

### **ATTORNEY'S FEES & COSTS**

15. In accordance with Texas Civil Practices and Remedies Code chapter 38.001, and the Subcontract Agreement, Resolution seeks recovery of its attorney fees and costs associated with this proceeding. Resolution has made demand on National for amounts due under the contract and National has failed to tender the amounts due.

### **CONDITIONS PRECEDENT**

16. All conditions precedent to Labrada's right to recovery have been performed, have occurred, or are otherwise excused.

### **INITIAL DISCLOSURES**

17. Pursuant to Tex. R. Civ. P. 194, a party must, without awaiting a discovery request, provide the other parties with the information or material described in Tex. R. Civ. P. 194.2 at or within thirty (30) days of the filing of the first Answer.

### **RULE 193.7 NOTICE OF INTENT TO USE DOCUMENTS**

18. Pursuant to Tex. R. Civ. P. 193.7, Resolution hereby gives notice of intent to use documents produced in discovery as evidence.

### **PRAYER**

WHEREFORE, Resolution Builders, LLC, prays that the Court issue citation for National Floor Covering, Inc., to appear and answer, and to enter final judgment in favor of Resolution as follows:

1. Judgment against National Floor Covering, Inc. its actual damages;
2. its reasonable and necessary attorneys' fees, costs of court, and all other costs of collection;
3. prejudgment and post-judgment interest at the maximum rates permitted by law; court costs, and such other and further relief to which it may be justly entitled.

Respectfully submitted,

BUCK KEENAN LLP

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**ATTORNEY FOR PLAINTIFF**

### 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.

Libby Myers on behalf of Andrew Wright  
Bar No. 24063077  
lmyers@buckkeen.com  
Envelope ID: 96316812  
Filing Code Description: Petition  
Filing Description:  
Status as of 1/17/2025 8:20 AM CST

Associated Case Party: Resolution Builders, LLC

Name	BarNumber	Email	TimestampSubmitted	Status
Andrew C.Wright		wright@buckkeen.com	1/16/2025 3:14:55 PM	SENT