

1243025

Case No. _____

Jamail & Smith Construction, L.P. §

In the County Civil Court

v. §

at Law No. _____

Paragon Space Development Corporation §

Harris County, Texas

Plaintiff's Original Petition

To the Honorable Judge:

Jamail & Smith Construction, L.P. brings this cause of action complaining of Paragon Space Development Corporation seeking damages in the amount of \$3,813.67, statutory penalties, prejudgment and post judgment interest, attorney's fees, and court costs.

Discovery Control Plan

1. The Plaintiff intends for discovery to be conducted under Discovery Control Level One (1).

Monetary Relief Statement

2. The Plaintiff seeks only monetary relief of \$250,000.00 or less, excluding interest, statutory or punitive damages and penalties, penalties, and attorney's fees and costs.

Parties

3. The Plaintiff, Jamail & Smith Construction, L.P., is a Texas limited partnership maintaining its principal office in Harris County, Texas.

4. The Defendant, Paragon Space Development Corporation, is Arizona corporation, doing business in Texas, which may be served with process at by serving its registered agent, CT Corporation System, at 1999 Bryan St, Suite 900, Dallas, Dallas County, Texas 75201, or wherever he may be found, by any qualified person certified by the Judicial Branch Certification Commission.

Venue

5. Venue is proper in Harris County pursuant to §15.002 of the Texas Civil Practice & Remedies Code because all or a substantial part of the events or omissions giving rise to the claim occurred in Harris County.

Long-Arm Jurisdiction

6. Paragon Space Development Corporation ("Paragon") is an Arizona corporation maintaining its principal office in Arizona, but conducts business in Harris County, Texas by leasing office space in Texas, which forms the basis of Plaintiff's claims. Further, as the owner of a commercial office building, Paragon entered into a Lease Extension Agreement with Jamail & Smith Construction whereby Paragon leased certain space to Jamail & Smith Construction in Texas, and with Paragon's purchase of the commercial office building assumed responsibilities of the Landlord under the Texas Property Code. The lease of the office space from Paragon forms the basis of Plaintiffs claims. Therefore, Paragon has established the requisite minimum contacts in this State for jurisdiction to be exercised on it.

Nature of Claims

7. On April 30, 2021, Jamail & Smith Construction entered into a Commercial Lease with 16850 Diana Lane, LLC., d/b/a Corinthian Partnership ("Corinthian") whereby Jamail & Smith Construction leased certain property located at 16850 Diana Lane, Suite 104, Houston, Texas (the "Leased Premises"). A true and correct copy of the Lease Agreement is attached hereto as Exhibit "1". In connection with the commencement of the lease for the Premises, Jamail & Smith Construction paid a security deposit in the

amount of \$3,813.67¹. The term of the Lease was two years commencing June 1, 2021 and ending on May 31, 2023.

8. On or about March 3, 2022, Paragon Space Development Corporation ("Paragon") purchase the property at 16850 Diana Lane, Houston, Texas where the Leased Premises is located. Subsequently, on May 22, 2023, Jamail & Smith Construction and Paragon entered into a Commercial Lease Addendum for Option to Extend Lease, which extended the lease term for the Leased Premises an additional year, making the lease expiration date May 31, 2024. A true and correct copy of the Commercial Lease Addendum is attached hereto as Exhibit "2".

9. On May 31, 2024, when the lease term expired Jamail & Smith Construction surrendered the Leased Premises to Paragon in the same condition as originally leased, less ordinary wear and tear, and notified Paragon of Jamail & Smith Construction's forwarding address for the refund of the deposit.

Default

10. Despite demand, Paragon has failed and refused to refund the deposit in breach of the Lease and under Section 93.005 and 92.007 of the Texas Property Code. All conditions precedent to Plaintiff's right to recover from the Defendant have been performed or have occurred.

Damages and Penalties

11. As a result of Paragon's breach and violation, Jamail & Smith Construction has been damaged in the amount of \$3,813.67, excluding interest. Texas Property Code Section 93.011 (f) provides that a landlord who fails to return a security deposit on or

¹ See Section 4.2 of Exhibit "1"

before the 60th day after the date tenant surrenders possession is presumed to have acted in bad faith². Therefore, under Texas Property Code Section 93.011 (a) Paragon is liable for a penalty of \$100, and three times the portion of the deposit wrongfully withheld, being \$11,441.01.

Claim for Attorney's Fees

12. The Lease provides for the payment of attorney's fees and court costs to the prevailing party. Further, Section 93.011 provides that the Landlord is liable for the tenant's reasonable attorney's fees incurred in a suit to recover the deposit. Therefore, the Plaintiff requests it be awarded its reasonable attorney's fees incurred in this action and any subsequent appeal.

Requested Relief

The Plaintiff requests that the Defendant be cited to appear and answer, and that upon final hearing, Jamail & Smith Construction, L.P. recover judgment against Paragon Space Development Corporation, for the following:

1. Damages in the amount of \$3,813.67;
2. Statutory penalty of \$100.00;
3. Statutory penalty of \$11,441.01;
4. Prejudgment interest on the award of damages at the legal rate from July 31, 2024 to the date of judgment;
5. Attorney's fees incurred in this action and any subsequent appeal;
6. Post judgment interest on the entire judgment at the legal rate from the date of judgment until paid in full;

² The Lease Premises was surrendered May 31, 2024, therefore the security deposit should have been refunded by July 31, 2024.

7. Court costs, and such other relief to which the Plaintiff may show itself justly entitled.

Respectfully submitted,

Murray | Lobb, PLLC

By: Charles E. Lobb, Jr.
~~Charles E. Lobb, Jr.~~
State Bar No. 12455375
Sarbjit S. Nagi
State Bar No. 24125337

2200 Space Park Dr., Suite 350
Houston, Texas 77058
Phone: 281-488-0630
Facsimile: 281-488-2039
Email: lobb@murray-lobb.com
snagi@murray-lobb.com

Attorneys for Plaintiff

COPY UNOFFICIAL

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.

Holli Emberton on behalf of Charles Lobb
Bar No. 12455375
hemberton@murray-lobb.com
Envelope ID: 96296479
Filing Code Description: Petition
Filing Description: with exhibits 1-2
Status as of 1/16/2025 12:20 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Charles ELobb		lobb@murray-lobb.com	1/16/2025 10:51:26 AM	SENT
Holli Emberton		hemberton@murray-lobb.com	1/16/2025 10:51:26 AM	SENT
Alena Lopez		alopez@murray-lobb.com	1/16/2025 10:51:26 AM	SENT