

CAUSE NO. 1171417

ALEXANDRA FARIAS-SORRELS)	IN THE COUNTY COURT
and)	
RANDALL O. SORRELS)	
)	
VS.)	NO. _____
)	
ROYAL CORPORATE HOUSING)	HARRIS COUNTY, TEXAS

PLAINTIFFS' ORIGINAL PETITION AND REQUEST FOR DISCLOSURE

Plaintiffs Alexandra Farias-Sorreles and Randall O. Sorreles file this Original Petition complaining of Defendant Royal Corporate Housing. As explained below, Defendant's breach of contract and fraud caused Plaintiffs to sustain damages.

I. DISCOVERY CONTROL PLAN

Plaintiffs intend that discovery be conducted under Level 2, and requests that this Court issue a discovery control plan pursuant to Rule 190.3.

Pursuant to Texas Rule of Civil Procedure 194, Defendant is requested to disclose, within thirty (30) days after the filing of the first answer or general appearance, the information or material described in Rule 194.2(b).

II. PARTIES

Plaintiffs, Alexandra Farias-Sorreles and Randall O. Sorreles are residents of Harris County, Texas.

Defendant Royal Corporate Housing is a domestic for-profit corporation that conducts business in Harris County, Texas. Defendant may be served with the citation and petition herein by serving its registered agent for service of process, Jaafar Taha Hussein, an individual, located at 14515 Smith Bridge Lane, Sugar Land, Texas 77498.

Plaintiffs specifically invoke the right to institute this suit against whatever entity was conducting business using the assumed or common name Royal Corporate Housing with regard to the events described in this Petition. Plaintiffs expressly invoke their rights under Texas Rule of Civil Procedure 28 to have the true name of this party substituted at a later time upon a motion to this Court.

III. JURISDICTION AND VENUE

This Court has jurisdiction of the subject matter of this lawsuit and the amount in controversy is within the jurisdictional limits of this Court.

At all times relevant to this action, Royal Corporate Housing conducted significant business in Texas. And this Court has personal jurisdiction over Royal Corporate Housing.

Pursuant to Texas Civil Practice & Remedies Code § 15.002(a)(1) and 15.002(a)(3), venue is proper in Harris County as it is the county in which all or a substantial part of the events or omissions giving rise to the claims herein occurred and it is the county of the Defendant's principal office in this state.

IV. FACTUAL BACKGROUND

Beginning January 9, 2021, Plaintiffs entered into a month-to-month lease contract with Royal Corporate Housing for the rental of Unit #1603 at the Dominion, Post Oak, located at 2323 McCue Road in Houston, Harris County, Texas. The rental amount was \$4,500 per month.

Plaintiffs were only able to spend two nights at this rental property due to multiple acts of suspected criminal activity. First, on their second night there, a violent dispute occurred between the individuals in the apartment right next to the rental property, warranting multiple neighbors including Plaintiffs to call the police. That same night, the Plaintiffs smelled marijuana smoke coming through the vent of the rental property, presumably from the same apartment next door.

The next morning, January 11, Mrs. Sorrels informed Royal Corporate Housing's president Jaafar Hussein that she no longer felt safe in the rental unit, and also that she smelled marijuana smoke coming from the apartment next door, which posed a health risk to herself, Mr. Sorrels, and their young child. She feared for her life, and to her dismay, that same next-door neighbor and a friend of his, in retaliation for the phone call to the police Plaintiffs had made the night before, attempted to break into the rental unit that morning (only an hour or two after speaking with Jaafar Hussein about the fear for Plaintiffs' safety).

By this time, Mr. Hussein, on behalf of Royal Corporate Housing, had promised Mrs. Sorrels on at least two occasions (prior to the attempted break-in and then after the attempted break-in) that Royal Corporate Housing would refund the Plaintiffs. Later that day, and after Plaintiffs had completely moved out of the apartment, Mr. Hussein promised Mr. Sorrels that Royal Corporate Housing would reimburse Plaintiffs, but that Royal Corporate Housing would need the keys to the apartment as soon as possible. The Plaintiffs had someone take Mr. Hussein the keys, and the Plaintiffs were forever unable to get into the rental property. Additionally, in moving out so unexpectedly on January 11, the Plaintiffs had to incur \$1,000.00 in moving expenses. Further, the fear and anxiety associated with the criminal activity at the rental property caused Plaintiffs mental anguish, and also lost wages associated with Mrs. Sorrels, in particular, having to spend almost all of January 11 moving her family to another place.

V. CAUSES OF ACTION AGAINST DEFENDANT

A. Breach of Contract to Reimburse

Defendant breached the contract it had with Plaintiffs to reimburse them for the month-long stay at the rental property. On multiple occasions, Defendant promised Plaintiffs that Royal Corporate Housing would in fact reimburse them, causing Plaintiffs to move out and relinquish

the rental property's keys to Defendant. Thereafter, on at least two to three occasions, when the Plaintiffs requested reimbursement, Defendant again promised that they would be reimbursed.

Due to Defendant's breach of the contract to reimburse, Plaintiffs are injured. Namely, they lost the up-front monthly payment they made to Defendant as well as the ability to live in the rental property after they relinquished the keys to Defendant. Further, the Plaintiffs have incurred, lost wages, moving costs and attorney's fees in pursuing this action.

B. Fraud

Defendant has also engaged in common-law fraud. Namely, Defendant made material representations concerning reimbursement to Plaintiffs that were false, and when it made those material representations, it did so with the intent that the Plaintiffs would act on them. The Plaintiffs, in turn, relied on Defendant's false representations that they would be reimbursed, causing them to move out and then return the keys to Defendant. Presumably, Defendant then found another sub-lease tenant, collecting from them while retaining the Plaintiffs' money. Because of this fraud on the part of Defendant, Plaintiffs also are entitled to exemplary damages.

DAMAGES

Plaintiffs seeks to recover the following damages as a result of Defendant's actions:

- a. Actual damages;
- b. Attorney's fees, pursuant to section 38.001 of the Texas Civil Practice & Remedies Code;
- c. Court costs;
- d. Pre-judgment and post-judgment interest; and
- e. Exemplary damages.

f.

VI. PRESERVATION OF EVIDENCE

Plaintiffs hereby request and demand that Defendant preserve and maintain all evidence pertaining to any claim or defense to the incident made the basis of this lawsuit, or the damages resulting therefrom, including photographs; videotapes; audiotapes; recordings; business records, memoranda; files; facsimiles; e-mail; voicemail; text messages; sales receipts; invoices; commission records; tax records; telephone messages; telephone calling card transactions; calendar entries; diary entries; any incident report; and any electronic image, data or information related to the referenced incident. Failure to maintain such items, including but not limited to any other items previously requested and demanded to be preserved before the subject lawsuit ensued, will constitute “spoliation” of the evidence.

VII. TRCP 193.7

Pursuant to Texas Rule of Civil Procedure 193.7, Defendant is hereby put on actual notice that any documents produced in response to written discovery will be used in pretrial proceedings and at trial and will be deemed authentic unless they make valid objections to authenticity pursuant to this rule.

VIII. PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that they recover damages from Defendant in accordance with the evidence; that they recover costs of the court herein expended; that they recover interest to which they are justly entitled under the law, both prejudgment and post-judgment; that they recover actual damages and exemplary damages; and for such other further relief, both general and specific, both in law and in equity to which they may be justly entitled.

Respectfully submitted,

SORRELS LAW

/s/ Randall O. Sorrels

Randall O. Sorrels

Texas Bar No. 10000000

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Pro se Plaintiffs

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CAUSE NO. 1171417

ALEXANDRA FARIAS-SORRELS)
 and)
 RANDALL O. SORRELS)
 VS.) AT LAW NO. 4
 ROYAL CORPORATE HOUSING) HARRIS COUNTY, TEXAS

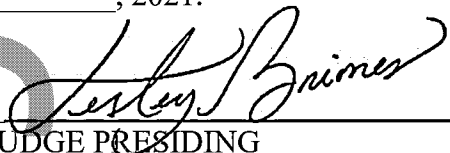
ORDER OF NON-SUIT WITH PREJUDICE

BE IT REMEMBERED that on this day came on to be heard the Notice of Non-Suit With Prejudice of **ROYAL CORPORATE HOUSING** and it appeared to the Court that said Motion was meritorious and should be granted.

Accordingly, IT IS ORDERED, ADJUDGED and DECREED that this suit is hereby dismissed as to **ROYAL CORPORATE HOUSING** and that Plaintiffs take nothing by reason of this suit of and from Defendant, **ROYAL CORPORATE HOUSING** and that said Defendant be dismissed with prejudice.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that all costs of Court are taxed against parties incurring same.

SIGNED this the ____ day of _____, 2021.



 JUDGE PRESIDING
 Judge Lesley Briones
 Signed on: August 31, 2021

FILED
08/31/2021 10:29:11 AM
Teneshia Hudspeth
County Clerk
Harris County, Texas
ashapiro

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APPROVED AS TO FORM AND SUBSTANCE:

SORRELS LAW

/s/ Randall O. Sorrels

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ATTORNEYS FOR PLAINTIFF

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Sorrels Law on behalf of Randall Sorrels
Bar No. 10000000
eservice@sorrellslaw.com
Envelope ID: 56791688
Status as of 8/30/2021 4:09 PM CST

Associated Case Party: Alexandria Farias-Sorrels

Name	BarNumber	Email	TimestampSubmitted	Status
Randy Sorrels		randy@sorrellslaw.com	8/30/2021 4:06:55 PM	SENT

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