

19-CV-2274

NO. _____

SPIROS CHARALAMBOUS	§	IN THE DISTRICT COURT
INDIVIDUALLY AND D/B/A	§	
CHARALAMBOUS CUSTOM	§	
HOMES & CABINetry	§	
Plaintiffs,	§	
	§	Galveston County - 10th District Court
V.	§	_____ JUDICIAL DISTRICT
	§	
WILLIAM SUMBLES, JR., TRACY	§	
SUMBLES AND NATGAS GLOBAL	§	
RESOURCES, INC	§	
Defendants.	§	OF GALVESTON COUNTY, TEXAS

PLAINTIFFS' ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COME Spiros Charalambous, Individually and d/b/a Charalambous Custom Homes & Cabinetry, hereinafter called Plaintiff, complaining of and about William Sumbles, Jr. , Tracy Sumbles and NatGas Global Resources, Inc. hereinafter called Defendants, and for cause of action show unto the Court the following:

DISCOVERY CONTROL PLAN LEVEL

1. Plaintiffs intend that discovery be conducted under Discovery Level 2.

PARTIES AND SERVICE

2. Plaintiff, Spiros Charalambous, is an Individual who does business under Charalambous Custom Homes & Cabinetry and whose address is 4025 Avenue S, Galveston,

Texas 77550.

3. The last three numbers of Spiros Charalambous's driver's license number are 807.

4. Defendant William Sumbles, Jr. an Individual who is a resident of Texas, may be served with process at his home at 10355 N. Morningview, Santa Fe, Galveston County, Texas 77510 or wherever else he may be found. Service of said Defendant as described above can be effected by personal delivery.

5. Defendant Tracy Sumbles, an Individual who is a resident of Texas, may be served with process at her home at 10355 N. Morningview, Santa Fe, Galveston County, Texas 77510 or wherever else she may be found. Service of said Defendant as described above can be effected by personal delivery.

6. Defendant NatGas Global Resources, Inc. is a Texas Corporation and may be served with process by serving its registered agent, Mickey E. Almond at 4417 Cherry Street, Santa Fe, Texas 77517 or wherever else he may be found. Service of said Defendant as described above can be effected by personal delivery.

JURISDICTION AND VENUE

7. The subject matter in controversy is within the jurisdictional limits of this court.

8. Plaintiffs seek:

a. monetary relief over \$200,000 but not more than \$1,000,000.

9. This court has jurisdiction over the parties because Defendants are Texas residents.

10. Venue in Galveston County is proper because all or a substantial part of the claim or cause of action accrued in Galveston County.

FACTUAL ALLEGATIONS

11. In August of 2017, Hurricane Harvey hit the Texas coast and caused massive flooding. On August 27, 2017, Defendant, William Sumbles, Jr. (hereinafter "Sumbles"), contacted Plaintiff Spiros Charalambous Individually and d/b/a Charalambous Custom Homes & Cabinetry (hereinafter collectively referred to as "Charalambous") and asked him to start tear out/repair work on a house located at 10355 N. Morningview, Santa Fe, Texas, 77510. At the time he contacted Charalambous he indicated that Charalambous should bill defendant Natgas Global Resources, Inc. (hereinafter "Natgas") for the work done on the home. Charalambous had worked with Sumbles in the past and he gathered his crews and sent them to start the tear out right away.

12. There was an insurance claim made by Sumbles and/or NatGas on the home and the insurance had an estimate of \$156,493.78 for the needed repairs. However, as Charalambous began working on the tear out and remodel of the home, Defendants Tracy Sumbles and William Sumbles, Jr. both made multiple requests for modifications and additions the fell outside the insurance claim. In short they saw this as an opportunity to make upgrades and changes to the home while the home was being repaired. These upgrades included, but were no limited to adding cabinets, upgrades on the flooring, upgrades on the doors, trimming out the windows, doing repair work on the outdoor kitchen pool and pool house that were not part of the insurance quote. Both William Sumbles, Jr. and Tracy Sumbles assured Charalambous that they knew the costs would exceed the insurance quote but that they would pay for them.

13. Based upon these representations, Charalambous made the requested changes and modifications as the project went along. However, after a period of time and as more work was

performed, Sumbles began to resist paying and began complaining of various issues. Any legitimate issue that was raised by Sumbles was promptly dealt with by Charalambous. However, Sumbles still continued to deny/delay payments.

14. By late March/early April of 2018, the relationship soured even further. Sumbles became more belligerent and made more threats of not paying Charalambous. By April of 2018, Sumbles clearly stated he was not going to pay Charalambous for the work performed. Basically, in an effort not to pay Charalambous and now that the job was far enough along that Sumbles felt he could run things, Sumbles ordered Charalambous off the job and then asked the sub contractors Charalambous had brought to the job to finish those jobs on the side.

15. In April of 2018 Charalambous presented Sumbles with an invoice for all work that had been performed under Charalambous that also reflected the payments that had been received from Sumbles. In total, Charalambous presented invoices that totaled \$309,745.97 and which reflected the \$100,000.00 received in payment thus leaving a balance of \$209,745.97. The Defendants have refused to pay said balance.

16. Plaintiff provided valuable goods or services to the Defendants, William Sumbles, Jr., Tracy Sumbles and Natgas Global Resources, Inc. specifically the repair, rehabilitation and remodel work done on the property at issue.

17. Defendants accepted the goods or services from Plaintiff, with knowledge that the Plaintiff expected payment for same.

BREACH OF CONTRACT

18. Plaintiff incorporates by reference the allegations set forth above as if the same were fully set forth herein.

19. All conditions precedent to the performance of William Sumbles, Jr., Tracy Sumbles and Natgas Global Resources, Inc. under the Contract have been met.

20. The contractual obligations of Spiros Charalambous, individually and d/b/a Charalambous Custom Homes & Cabinetry have been fully performed.

21. Defendants have failed to perform their contractual obligations, specifically, failed to pay.

22. Defendants' breach of contract described hereinabove has injured Plaintiff to the tune of \$209,745.97.

QUANTUM MERUIT

23. Plaintiff incorporates by reference the factual allegations contained in the preceding paragraphs.

24. In the alternative, Plaintiff seeks to recover in quantum meruit for the goods or services provided to Defendants, William Sumbles, Jr., Tracy Sumbles and Natgas Global Resources, Inc.

25. Defendants have not paid Plaintiff reasonable value of the goods or services provided by the Plaintiff despite demand for payment having been made in April of 2018.

DAMAGES

26. Plaintiff has sustained damages in excess of this Court's jurisdictional minimum, as a result of the actions and/or omissions of Defendants described hereinabove, including, but not limited to:

Actual or economic damages for \$209,745.97.

ATTORNEY'S FEES

27. Request is made for all costs and reasonable and necessary attorney's fees incurred by or on behalf of Plaintiff herein, including all fees necessary in the event of an appeal of this cause to the Court of Appeals and the Supreme Court of Texas, as the Court deems equitable and just, as provided by Chapter 38 of the Texas Civil Practice and Remedies Code.

ALTERNATIVE ALLEGATIONS

28. Pursuant to Rules 47 and 48, Texas Rules of Civil Procedure and the rules of pleadings, allegations in this petition are made in the alternative.

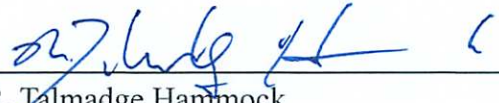
PLAINTIFFS HEREBY DEMAND TRIAL BY JURY

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff, Spiros Charalambous individually and d/b/a Charalambous Custom Homes & Cabinetry, respectfully prays that the Defendants be cited to appear and answer herein, and that upon a final hearing of the cause, judgment be entered for the Plaintiff against Defendants, jointly and severally, for damages requested hereinabove in an amount in excess of the minimum jurisdictional limits of the Court, together with prejudgment and postjudgment interest at the maximum rate allowed by law, attorney's fees, costs of court, and such other and further relief to which the Plaintiff may be entitled at law or in equity, whether pled or unpled.

Respectfully submitted,

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