

19-12-16899

CAUSE NO. _____

RUBEN LARA and ANGELA LARA

§ IN THE DISTRICT COURT

§ Montgomery County - DC - County Court at Law #2

VS.

§ _____ JUDICIAL DISTRICT

SPORTS PRO DEVELOPMENT, LLC
and JUAN CARLOS PADILLA

§ § MONTGOMERY COUNTY, TEXAS

PLAINTIFFS' ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

Ruben Lara and Angela Lara (the two together "Plaintiffs") file this Plaintiffs' Original Petition complaining of Sports Pro Development, LLC and Juan Carlos Padilla ("Sports Pro" and "Padilla" and the two individually or together sometimes referred to as "Defendant" or "Defendants" respectively) and would show the court the following:

Parties

1. The Plaintiffs are individuals and are residents of Harris County, Texas.
2. Sports Pro Development, LLC is a Texas limited liability company which may be served through its Registered Agent in Texas which is JAMBRINA CPA, PC at 433 North Loop W, Houston, TX 77008.
3. Juan Carlos Padilla is an individual who may be served at his place of business which is located at 6700 Woodlands Parkway, Suite 230-23, The Woodlands, TX 77382 or wherever he may be found.

Venue

4. Venue is proper in Montgomery County, Texas because the principal office of Sports Pro is in this county and because a substantial part of the events giving rise to the Plaintiffs' claims occurred in this county.

Discovery Plan and Disclosure Request

5. Pursuant to Rule 190.1 of the Texas Rules of Civil Procedure, a Level 2 Discovery Plan shall govern this case. Pursuant to Rule 194 of the Texas Rules of Civil Procedure, both Defendants are requested to disclose, within fifty-one days of service of this petition on them, all of the information or material described in Rule 194.2 (a) through (k) of the Texas Rules of Civil Procedure.

Background Facts

6. On October 27, 2018 the Plaintiffs invested \$73,000.00 in a business venture being operated by the Defendants. Sports Pro signed a “Corporate Promissory Note” promising to pay the Plaintiffs a specific amount on a specific date. Although the Defendants made two small payments to the Plaintiffs, the bulk of the money is still unpaid. After a series of representations and misrepresentations by the Defendants, it became clear to the Plaintiffs that the Defendants never had the intent – at the time the Plaintiffs invested their money - to pay the Plaintiffs as agreed by the Defendants.

Fraud

7. Based on the facts stated in paragraph 6, the Plaintiffs sue each Defendant for fraud. In this regard, the Defendants made representations to the Plaintiffs which were material and were false. Furthermore, when the Defendants made the representations to the Plaintiffs the Defendants knew the representations were false or the representations were made by the Defendants recklessly, as a positive assertion, and without knowledge of their truth. In addition, the Defendants made the representations with the intent that the Plaintiffs act on the representations and the Plaintiffs relied on the representations and the representations caused the Plaintiffs injury. The Plaintiffs, therefore, seek damages against each Defendant based on this

fraud claim in an amount that is within the jurisdictional limits of the court. In addition, pursuant to Chapter 41 of the Texas Civil Practice & Remedies Code, the Plaintiffs seek from each Defendant exemplary damages in an amount to be determined by the trier of fact. The Plaintiffs also seek from each Defendant pre-judgment and post-judgment interest at the maximum legal rate plus the Plaintiffs' taxable court costs.

Conversion

8. Based on the facts stated in paragraph 6, the Plaintiffs also sue each Defendant for conversion. In this regard, the Plaintiffs seek damages against each Defendant based on this conversion claim in an amount that is within the jurisdictional limits of the court. In addition, pursuant to Chapter 41 of the Texas Civil Practice & Remedies Code, the Plaintiffs seek from each Defendant exemplary damages in an amount to be determined by the trier of fact. The Plaintiffs also seek from each Defendant pre-judgment and post-judgment interest at the maximum legal rate plus the Plaintiffs' taxable court costs.

Breach of Contract

9. Based on the facts stated in paragraph 6, the Plaintiffs sue each Defendant for breach of contract. In this regard, the Plaintiffs seek damages against each Defendant based on this breach of contract claim in an amount that is within the jurisdictional limits of the court. In addition, the Plaintiffs seek from each Defendant their attorneys' fees pursuant to Chapter 38 of the Texas Civil Practice & Remedies Code for the Plaintiffs pursuing this lawsuit through the trial court and through any appeals. The Plaintiffs also seek from each Defendant pre-judgment and post-judgment interest at the maximum legal rate plus the Plaintiffs' taxable court costs.

Claim for Relief

10. Plaintiffs are seeking monetary relief from the Defendants in an amount that is greater than \$100,000.00 but less than \$200,000.00.

Prayer

WHEREFORE, PREMISES CONSIDERED, the Plaintiffs request that the Defendants be cited to appear in this lawsuit and that on final trial of this matter that the Plaintiffs recover a judgment against each Defendant, jointly and severally, for damages in an amount that is within the jurisdictional limits of this court for fraud, conversion and breach of contract plus their attorneys' fees for their breach of contract claim plus exemplary damages for their fraud and conversion claims plus pre-judgment and post-judgment interest at the maximum legal rate (on all of the claims) as stated in this petition plus the Plaintiffs' taxable court costs (on all of the claims) as well as such other and further relief against each Defendant that the Plaintiffs may show themselves justly entitled to receive.

Respectfully submitted,

/S/ William H. Luck, Jr.

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