



2013-CI-10367  
045TH JUDICIAL DISTRICT COURT  
3H MORTGAGE LTD VS INVERSE INVESTMENTS  
DATE FILED: 06/20/2013

3H LTD. IN THE DISTRICT COURT  
Plaintiff §  
§  
v. §  
§  
INVERSE INVESTMENTS, LLC §  
and SCOTT CARSON, INDIVIDUALLY §  
Defendant § BEXAR COUNTY, TEXAS

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PLAINTIFF'S ORIGINAL PETITION AND REQUESTS FOR DISCLOSURES

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES 3H LTD, Plaintiff in the above styled and numbered cause complaining of INVERSE INVESTMENTS, LLC and SCOTT CARSON, individually, (hereinafter collectively referred to as "Defendants") and for cause of action would respectfully show unto the court the following:

I. Parties

Plaintiff, 3H LTD., is a limited partnership doing business in Texas.

Defendant, INVERSE INVESTMENT, LLC, is a domestic limited liability company doing business in Bexar County, Texas. Defendant INVERSE INVESTMENT, LLC may be served with process by serving its registered agent, SCOTT CARSON, at its registered office located at 2813 Pioneer Way, Round Rock, Texas 78665 or wherever found.

Defendant, Scott Carson, is an individual doing business in Bexar County, Texas. Defendant Scott Carson may be served with process at his usual place of business located at 18866 Stone Oak Parkway, Suite 103, San Antonio, Bexar County, Texas 78258 or wherever found.

FILED  
DANNA HAY HERNIMELY  
DISTRICT CLERK  
BEXAR COUNTY  
2013 JUN 20 P 3:51  
DEPUTY  
BY: Stephanie [Signature]

## **II. Jurisdiction and Venue**

This Court has jurisdiction over Defendants because they are residents of Texas and the complained of acts, omissions and conduct took place in Texas. This Court has jurisdiction over the controversy because Plaintiff's damages exceed the minimum jurisdictional limits of this Court. Venue is proper in Bexar County, Texas, pursuant to Section 15.002 of the Texas Civil Practice and Remedies Code because the underlying incident made the basis of this suit and complained of herein occurred in Bexar County, Texas.

## **III. Conditions Precedent**

All conditions precedent to recovery have occurred or have been performed.

## **IV. Facts**

On or about November 15, 2012, Plaintiff and Defendant Inverse Investment, LLC entered into a joint venture agreement. In or about February 2013, Plaintiff and Defendants discussed the joint venture agreement and Plaintiff's displeasure therewith. Shortly thereafter, Defendant Inverse Investments, LLC and Defendant Carson agreed to: (a) purchase Plaintiff's investment under the aforementioned joint venture agreement for an amount of \$130,000.00; (b) pay Plaintiff interest on said money at a rate of 12%; and (c) complete the purchase and payment of said interest on or before May 15, 2013. To date, Defendants have failed to perform under the agreement.

## **V. Plaintiffs' Cause of Action for Breach of Contract**

Plaintiff hereby incorporates by reference all the facts and allegation contained in this petition for this cause of action for breach of contract. Plaintiff and Defendants entered into an agreement whereby: (a) Defendants agreed to purchase Plaintiff's investment under the aforementioned joint venture agreement for an amount of \$130,000.00; (b) Defendants agreed to

pay Plaintiff interest on said money at a rate of 12%; and (c) Defendants agreed to complete the purchase and payment of said interest on or before May 15, 2013. To date, Defendants have failed to perform under the agreement. As a result of Defendants' breach, Plaintiff has suffered damages as described herein.

#### **VI. Damages**

Defendants' conduct as described in this petition has caused damages to Plaintiff. These damages include, without limitation, the \$130,000.00 owed to Plaintiff for its investment under the joint venture agreement and contractual interest thereon at a rate of 12% annually. To date, the interest Defendants owe Plaintiff totals approximately \$10,000.00. Said interest will continue to accrue through the date of judgment herein.

#### **VII. Attorney's Fees**

As a result of Defendants' conduct, Plaintiff has been forced to retain the undersigned attorney to prosecute this action and has agreed to pay reasonable attorney's fees. Plaintiff is entitled to recover these attorneys' fees under Chapter 38 of the Texas Civil Practices & Remedies Code.

#### **VIII. Request for Disclosures**

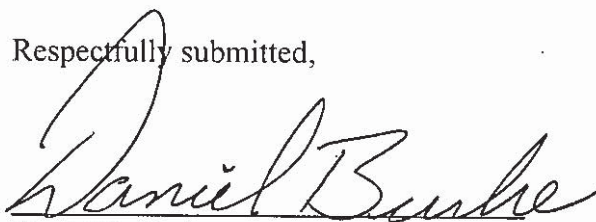
Pursuant to Rule 194 of the Texas Rules of Civil Procedure, Plaintiff hereby requests Defendants disclose within fifty (50) days of service of this Petition the information and material described in Rule 194.2(a) - (k).

**WHEREFORE, PREMISES CONSIDERED,** Plaintiff, 3H 1 LTD., prays that the Defendant, INVERSE INVESTEMENTS, LLC, and Defendant, SCOTT CARSON, individually, be cited under terms of law to appear and answer herein, that upon final

trial hereof, Plaintiff have judgment of, for and against the said Defendants, jointly and severally, for the following:

1. Damages in the principal sum of \$130,000.00;
2. All contractual interest;
3. Prejudgment interest as provided by law;
4. Reasonable and necessary attorney's fees;
5. Post-judgment interest as provided by law;
6. Costs of court; and
7. Such other and further relief to which Plaintiff may be justly entitled.

Respectfully submitted,



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**ATTORNEYS FOR PLAINTIFF**

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