

CAUSE NO. D-1-GN-20-001568

QUEST TRUST COMPANY F/K/A  
QUEST IRA, INC. FBO  
RODRIGUEZ

*Plaintiff,*

v.

INVERSE ASSET FUND, LLC &  
SCOTT CARSON

*Defendant.*

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IN THE DISTRICT COURT OF

TRAVIS COUNTY, TEXAS

353RD  
\_\_\_\_\_ JUDICIAL DISTRICT

**PLAINTIFF’S ORIGINAL PETITION,  
REQUEST FOR DISCLOSURES, AND RULE 193.7 NOTICE**

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff, Quest Trust Company F/K/A Quest IRA, Inc. FBO Rodriguez  
 (“Rodriguez”), files this Original Petition, Request for Disclosures, and Rule 193.7 Notice,  
complaining of Defendants, Inverse Asset Fund, LLC (“Inverse”) and Scott Carson (“Carson” and  
collectively, “Defendants”) and would respectfully show the following:

**I. DISCOVERY**

1. Plaintiff requests that discovery in this case proceed under Discovery Control Plan  
Level 2 pursuant to the Texas Rules of Civil Procedure.

**II. NATURE OF THE CASE**

2. Rodriguez entered into a joint venture agreement with Inverse on or about June 7,  
2017 (the “Agreement”) to purchase, manage, rehabilitate, and sell defaulted or performing real  
estate notes (“Notes”). Defendants made many representations regarding their obligations under  
the Agreement. Rodriguez delivered the \$50,000.00 payment to Defendants, but defendants never  
performed their contractual obligations. Rodriguez allowed Defendants to amend the agreement  
and Defendants agreed to the amendment. Despite increasingly relaxed term, Defendants failed to

perform their obligations under the amendment to the Agreement. Defendant's breach of the Agreement and its amendment compels this filing.

### **III. JURISDICTION, VENUE, AND CONDITIONS PRECEDENT**

3. This Court has jurisdiction over this matter because the amount in controversy exceeds the minimum jurisdictional limits of this Court.

4. Venue is proper in Travis County under Section 15.002 of the Texas Civil Practice & Remedies Code because Travis County is the county of Inverse's principal office in this state.

5. Plaintiff individually seeks monetary relief of \$100,000 or less and nonmonetary relief. Plaintiff reserves the right to amend its claim for relief in the event that Plaintiff learns of additional damages in discovery.

6. All conditions precedent for Plaintiff to recover have been performed, have occurred, or have been waived or excused.

### **IV. PARTIES**

7. Plaintiff, Quest Trust Company F/K/A Quest IRA, Inc. FBO . Rodriguez, is a Texas trust doing business in Texas.

8. Defendant, Inverse Asset Fund, LLC is a Texas limited liability company doing business in Texas with its principal office in Travis County, Texas and may be served with process by serving its registered agent Scott Smith at 2309 Singletree Avenue, Side A, Austin, Texas 78727 or wherever he may be found. Issuance of Citation is hereby requested.

9. Defendant, Scott Carson, is an individual residing doing business in Travis County, Texas and may be served with process as his place of business: 13492 Research Boulevard, Suite 120-515, Austin, Texas 78750 or wherever he may be found. Issuance of Citation is hereby requested.

## V. FACTS

10. On or about June 7, 2017, Rodriguez entered into the Agreement to purchase, manage, rehabilitate, and sell defaulted or performing real estate Notes. Defendants made many representations regarding their obligations under the Agreement.

11. Under the Agreement, Rodriguez agreed to pay \$50,000.00 upon execution. Rodriguez executed the Agreement and made the \$50,000.00 payment to Defendants despite receiving the \$50,000.00 and purchasing the Notes, Defendants did not perform under the Agreement.

12. On or about August 31, 2018, the parties amended the Agreement and Defendants agreed to make 12% quarterly payments to Rodriguez. This did not happen. Rodriguez contacted Defendant numerous times, but Defendants failed to make the required payments. Defendants' breach of the Agreement and its amendment compels this filing.

## VI. CAUSES OF ACTION

### A. Breach of Contract

13. Rodriguez incorporates all the preceding paragraphs in their entirety for all purposes.

14. Rodriguez and Inverse have a valid existing agreement between themselves for the purchase of real estate Notes. Inverse breached the agreement and Rodriguez has been injured by Inverse's breach.

### B. Fraud

15. Plaintiff incorporates all the preceding paragraphs in their entirety for all purposes.

16. Inverse, through its agent, Carson, made materially false representations to Plaintiff with the intent that Plaintiff enter into the Agreement. Plaintiff relied on Defendants' materially false representations and entered into the contract thereby causing injury to Plaintiff.

17. Accordingly, Plaintiff seek a recovery of their actual damages and consequential damages suffered as a result of Defendants' fraud. Plaintiff further seeks exemplary damages pursuant to TEX. CIV. PRAC. & REM. CODE § 41.003(a)(1) because of Defendants' fraud.

**C. Liability of Carson Pursuant to the Texas Tax Code**

18. Pursuant to Texas Tax Code §171.255, the officers and directors of the Inverse are personally liable for the debts Inverse created or incurred after the time of the forfeiture and before the corporate privileges are revived. Prior to and at the time of the transaction which makes the basis of this lawsuit, Inverse's existence was in forfeiture and remained in forfeiture until December 11, 2017. As such, Carson is jointly and severally liable for any amounts awarded to Rodriguez in this action against Inverse.

**D. Attorney's Fees**

19. Rodriguez asks the Court to award it reasonable and necessary attorney fees from Defendants under Texas Civil Practice and Remedies Code § Chapter 38.001 and the Texas Business and Commerce Code § 27.01(e). Rodriguez is also entitled to his expert witness fees and other costs provided for in Texas Business and Commerce Code § 27.01(e).

**VII. REQUEST FOR DISCLOSURE**

20. Under Texas Rule of Civil Procedure 194, Antler requests that Defendants disclose, within 50 days of the service of this request or such other shorter period as may be ordered by the Court, the information or material described in Rule 194.2.

**IX. RULE 193.7 NOTICE**

21. Pursuant to Rule 193.7 of the Texas Rules of Civil Procedure, Plaintiff hereby gives actual notice to Defendants that any and all documents produced by Defendants may be used against Defendants at any pretrial proceeding and/or at the trial of this matter without the necessity of authenticating the documents.

**X. PRAYER**

WHEREFORE, Rodriguez respectfully requests that the Court:

- a) award Rodriguez actual and consequential damages;
- b) award Rodriguez exemplary damages;
- c) award Rodriguez its attorney fees;
- d) award Rodriguez prejudgment interest and post-judgment interest;
- e) award Rodriguez costs of suit;
- f) grant Rodriguez all relief in law and in equity to which it is entitled.

Respectfully submitted,  
**RAPP & KROCK, PC**

*/s/ R. Alex Weatherford*  
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