

Velva L. Price  
District Clerk  
Travis County  
D-1-GN-20-001547  
Victoria Benavides

CAUSE NO. D-1-GN-20-001547

CAMAPLAN FBO S,  
IRA

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IN THE DISTRICT COURT OF

*Plaintiff,*

v.

TRAVIS COUNTY, TEXAS

INVERSE INVESTMETNS, LLC, &  
SCOTT A. CARSON

*Defendant.*

419th JUDICIAL DISTRICT

**PLAINTIFF’S ORIGINAL PETITION AND RULE 193.7 NOTICE**

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff, Camaplan FBO S, ANI IRA (“ANI” or “Plaintiff”) file this Original Petition and Rule 193.7 Notice, complaining of Defendants, Inverse Investments, LLC (“Inverse”), and Scott A. Carson (“Carson”), (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. On or about January 11, 2015, ANI entered into a Joint Venture Agreement (the “Agreement”) with Inverse to purchase real estate property (the “Property”) for \$50,000.00. ANI delivered the full amount of \$50,000 to Inverse but it has failed and refused to perform its end of the bargain. ANI sent Inverse a notice to terminate the Agreement. After months of phone calls and attempts to contact Inverse, it has become apparent that Inverse does not intend to honor the Agreement. To date, ANI has not received a return of his \$50,000.00.

### **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(a)(3) of the Texas Civil Practice & Remedies Code because Defendant's principal office is located in Travis County, Texas.

5. ani seeks monetary relief of \$100,000 or less and nonmonetary relief. ani reserves the right to amend its claim for relief in the event that it 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, Camaplan FBO S ani IRA, is a trust doing business in Texas.

8. Defendant, Inverse Investments, LLC is a Texas limited liability company, whose principal place of business is in Travis County, Texas and may be served with process through its registered agent Scott A. Carson at 2813 Pioneer Way, Round Rock, Texas 78665 or wherever he may be found. Issuance of Citation is hereby requested.

9. Defendant, Scott A. Carson is an individual doing business in Travis County, Texas and may be served with process at 2813 Pioneer Way, Round Rock, Texas 78665 or wherever he may be found. Issuance of Citation is hereby requested.

### **V. FACTS**

10. On or about January 11, 2015, Plaintiff entered into an Agreement with Inverse to acquire Property for a one-time payment of \$50,000.00. Inverse agreed to include ani as a co-owner of the Property, if feasible. This did not happen.

11. Also, Inverse agreed to create an account for Inverse and [redacted] ani to have full access and transparency for all transactions related to the Property and/or real property purchased using [redacted] ani's \$50,000.00. These accounts would track the purchase and subsequent sale of the Property. This did not happen.

12. The parties agreed that all proceeds stemming from the lease or sale of the Property would be split evenly between [redacted] ani and Inverse. To date, Inverse has not informed [redacted] ani of any sale of the Property.

13. The Agreement specified that if Inverse failed to sell the Property purchased using [redacted] ani's \$50,000.00 after 12 months, [redacted] ani had the option to terminate the Agreement and Inverse would have 90 days to return [redacted] ani's \$50,000.00 plus interest at 12% per annum.

14. It has been over 12 months since the Property was purchased and no sale has been announced. [redacted] ani sent Inverse a termination notice and requested a return of its \$50,000.00 plus the 12% interest specified in the Agreement. [redacted] ani requested an explanation numerous times via email, telephonically, and finally through his attorney to no avail.

15. [redacted] ani now seeks its damages from the Defendants for the amount it were promised in the Agreement. [redacted] ani also seeks their reasonable and necessary, equitable and just attorneys' fees incurred in pursuing collection of these amounts through this lawsuit.

## VI. CAUSES OF ACTION

### A. Breach of Contract

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

17. Plaintiff has a valid contract with Inverse for the purchase and sale of Property. Plaintiff performed under the contract. Inverse breached the contract. Plaintiff has suffered damages as Inverse has failed to fulfill any of its obligations under the contract.

18. Inverse's failure to perform caused [redacted] ani's damages as [redacted] iani has yet to receive the \$50,000.00 plus 12 % interest under the Agreement.

**B. Fraud**

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

20. 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.

21. 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**

22. Pursuant to Texas Business Organizations Code §21.223(b), the officers and directors of Inverse are personally liable if the director or officer caused the company to be used for the purpose of perpetrating and did perpetrate an actual fraud on the obligee primarily for the direct personal benefit of the director or officer. As such, Carson is jointly and severally liable for any amounts awarded to Plaintiff in this action against Inverse.

**D. Attorney's and Other Fees**

23. Plaintiff 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). Plaintiff is also entitled to their expert witness fees and other costs provided for in Texas Business and Commerce Code § 27.01(e).

**IX. RULE 193.7 NOTICE**

24. 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, Plaintiff respectfully requests that the Court:

- a) award Plaintiff actual and consequential damages;
- b) award Plaintiff exemplary damages;
- c) award Plaintiff its attorney fees;
- d) award Plaintiff prejudgment interest and post-judgment interest;
- e) award Plaintiff costs of suit;
- f) grant Plaintiff 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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