

Velva L. Price
District Clerk
Travis County
D-1-GN-20-003329
Jessica A. Limon

CAUSE NO. D-1-GN-20-003329

O'QUINN

Plaintiff,

v.

INVERSE INVESTMENTS, LLC, &
SCOTT A. CARSON

Defendants.

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IN THE DISTRICT COURT OF

TRAVIS COUNTY, TEXAS

419TH JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL PETITION AND RULE 193.7 NOTICE

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff, O'Quinn ("O'Quinn" 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 10, 2019, O'Quinn entered into a Joint Venture Agreement (the "Agreement") with Inverse to purchase real estate notes or properties (the "Assets") for \$50,000.00. O'Quinn delivered the full amount of \$50,000.00 to Inverse but it has failed and refused to perform its end of the bargain. O'Quinn sent Inverse a notice to terminate the Agreement. After multiple phone calls and attempts to contact Inverse, it has become apparent that

Inverse does not intend to honor the Agreement. To date, O'Quinn has not received a return of its \$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. O'Quinn seeks monetary relief of \$100,000 or less and nonmonetary relief. O'Quinn 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, O'Quinn

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 13785 Research Boulevard, Suite 125-146 Austin, Texas 78750 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 13785 Research Boulevard, Suite 125-146 Austin, Texas 78750 or wherever he may be found. Issuance of Citation is hereby requested.

V. FACTS

10. On or about January 10, 2019, Plaintiff entered into an Agreement with Inverse to acquire the Assets for a one-time payment of \$50,000.00. Inverse agreed to include O'Quinn as a co-owner of the Assets, if feasible. This did not happen.

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

12. The parties agreed that all proceeds stemming from the lease or sale of the Assets would be split evenly between O'Quinn and Inverse. To date, Inverse has not informed O'Quinn of any sale of the Assets.

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

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

15. O'Quinn now seeks its damages from the Defendants for the amount it was promised in the Agreement. O'Quinn also seeks its 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 Assets.

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 O'Quinn's damages as O'Quinn 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 seeks a recovery of its 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. Attorney's and Other Fees

22. 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 its expert witness fees and other costs provided for in Texas Business and Commerce Code § 27.01(e).

IX. RULE 193.7 NOTICE

23. 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

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Automated Certificate of eService

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Kayla Martin on behalf of R. Alex Weatherford
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Envelope ID: 43993983
Status as of 06/25/2020 09:15:18 AM -05:00

Associated Case Party: Quest Trust Company FBO Sandy O'Quinn IRA #3365121

Name	BarNumber	Email	TimestampSubmitted	Status
R. Alex Weatherford		aweatherford@rappandkrock.com	6/24/2020 10:59:10 AM	SENT