

Velva L. Price  
District Clerk  
Travis County  
D-1-GN-19-005484  
Selina Hamilton

CAUSE NO. D-1-GN-19-005484

TDI	LLC <i>fka</i>	§	IN THE DISTRICT COURT OF
		§	
		§	
<i>Plaintiff,</i>		§	
		§	
v.		§	TRAVIS COUNTY, TEXAS
		§	
INVERSE ASSET FUND, LLC & SCOTT A. CARSON		§	
		§	
<i>Defendants.</i>		§	<u>TDI353RD</u> JUDICIAL DISTRICT

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

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff, TDI ( ), LLC (“TDI”), files this Original Petition and Rule 193.7 Notice, complaining of Defendants, Inverse Asset Fund, 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 November 3, 2017, TDI entered into a Joint Venture Agreement (the “Agreement”) with Inverse to purchase investment notes (the “Notes”) for \$35,000.00. TDI delivered the full amount of \$35,000.00 to Inverse but it has failed and refused to perform its end of the bargain. Once the Agreement reached the maturity date, TDI sent Inverse written notice to terminate the Agreement. After months of phone calls and attempts to be recompensated, it has become apparent that Inverse does not intend to honor the Agreement. Furthermore, upon

information and belief, Inverse and Carson's actions are not isolated to their Agreement with TDI. To date, TDI has not received a return of its \$35,000.00.

### **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. Plaintiff 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, TDI LLC is a  
foreign limited liability company.

8. Defendant, Inverse Asset Fund, 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 November 3, 2017, TDI entered into a Joint Venture Agreement with Inverse (the "Agreement"). In the Agreement, TDI agreed to pay Inverse \$35,000.00 to acquire real estate Notes and/or real property. Should Inverse need to acquire the underlying real property described in the Notes, Inverse agreed to record a lien or deed of trust to secure TDI's \$35,000.00. This did not happen.

11. Also, Inverse agreed to create an account for Inverse and TDI to have full access and transparency for all transactions related to the Notes and/or real property purchased using TDI's \$35,000.00. These accounts would track the purchase and subsequent sale of the Notes and/or real property. This did not happen.

12. The parties agreed that all proceeds stemming from the sale of the Notes and/or real property would be distributed as follows: (1) TDI would receive the portion of the \$35,000.00 used to purchase the Notes and/or real property, (2) repayment of any additional contributions, (3) closing costs and expenses, and (4) the parties would split the remaining amount 50/50. To date, Inverse has not informed TDI of any sale of the Notes and/or real property.

13. The Agreement specified that, if Inverse failed to sell the Notes and or real property purchased using the \$35,000.00 after 12 months, TDI could terminate the Agreement and Inverse would return the \$35,000.00 plus a 12% annualized return.

14. It has been over 12 months and Inverse has yet to fulfill any of its obligations under the Agreement. TDI terminated the Agreement per the contract and has yet to receive its \$35,000.00 plus its 12% annualized interest. TDI requested an explanation numerous times via email, telephonically, and finally through its attorney to no avail.

15. TDI now seeks its damages from the Defendants for the amount he was promised in the Agreement. TDI 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. TDI incorporates all the preceding paragraphs in their entirety for all purposes.

17. TDI has a valid contract with Inverse for the purchase and sale of Notes and/or real property. TDI performed under the contract. Inverse breached the contract. TDI has suffered damages as Inverse has failed to fulfill any of its obligations under the contract.

18. Inverse's failure to perform caused TDI's damages as TDI has yet to receive the \$35,000.00 plus a 12% annualized return under the Agreement.

### B. Money Had and Received

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

20. Defendants are holding money that in equity and good conscience belongs to TDI. Defendants are liable to Inverse for at least \$35,000.00 plus a 12% annualized return they are holding.

### C. Fraud

21. TDI incorporates all the preceding paragraphs in their entirety for all purposes.

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

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

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

24. 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 TDI in this action against Inverse.

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

25. TDI 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). TDI is also entitled to his expert witness fees and other costs provided for in Texas Business and Commerce Code § 27.01(e).

**VII. RULE 193.7 NOTICE**

26. Pursuant to Rule 193.7 of the Texas Rules of Civil Procedure, TDI 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.

**VIII. PRAYER**

WHEREFORE, TDI respectfully requests that the Court:

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

f) grant TDI 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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