

Suite 230-234, Woodlands, Texas 77382. Service upon Defendant Sports Pro can be affected by serving its registered agent listed with the Texas Secretary of State's office as Jambrina CPA, PC, 433 North Loop W, Houston, TX 77008.

5. Defendant Padilla is an individual, agent, and member of Defendant Sports Pro. Defendant Padilla may be served by personal service upon him.

6. The subject matter in controversy is within the jurisdictional limits of this court.

7. This Court has jurisdiction over the parties because Defendants are Texas residents.

8. Venue in Harris County, Texas is permissive in this cause under Section 15.002(a)(1) of the Texas Civil Practice and Remedies Code because this lawsuit involves a contract entered into in Harris County, Texas which involves a dispute for money involving a promissory note where all, or a substantial part, of the events or omissions giving rise to the claims occurred in Harris County, Texas.

IV. FACTUAL ALLEGATIONS

9. Plaintiff came to know Defendant Padilla.

10. Defendant Padilla represented that he worked for Defendant Sports Pro.

11. Defendant Sports Pro, through its agent Defendant Padilla, represented to the Plaintiff that it arranged exhibition soccer matches between Mexican soccer teams in the United States.

12. According to Defendant Padilla, Defendant Sports Pro simply needed money which would be shortly repaid after certain soccer matches could be held.

13. Defendant Sports Pro, through Defendant Padilla's representations, earned Plaintiff's trust.

14. Based on Defendant Padilla's representations, Plaintiff agreed to lend \$50,000 to Defendant Sports Pro.

15. On or about May 25, 2018, Defendant Padilla met Plaintiff at a restaurant located in Harris County, Texas to collect the money.

16. On that same date, Defendant Padilla brought a promissory note to the meeting.
17. Defendant Padilla executed a promissory note payable to Plaintiff (the “**Promissory Note**”) for the \$50,000 Plaintiff gave to him.
18. A copy of the Promissory Note is attached hereto as **Exhibit A** and is incorporated by reference herein.
19. The Promissory Note requires Defendant Sports Pro to pay Plaintiff \$57,500 by August 25, 2018. Ex. A.
20. This amount includes the principal \$50,000 plus 15% interest until August 25, 2018. Ex. A.
21. Thereafter, the Promissory Note allows Plaintiff to collect 9% interest on any outstanding amounts. Ex. A.
22. On or about August 25, 2018, Defendant Sports Pro failed to pay Plaintiff the amount due and owing under the Promissory Note.
23. When Plaintiff confronted Defendant Padilla about the failure to pay, Defendant Padilla offered to pay in installments.
24. Defendant Padilla delivered postdated checks to Plaintiff, and instructed Plaintiff to cash the checks on the dates listed on the checks.
25. The checks were drawn on Defendant Sports Pro’s account.
26. Plaintiff attempted to cash the checks.
27. Plaintiff’s bank returned the checks to Plaintiff for insufficient funds.
28. To this day, Defendant Sports Pro has failed to pay Plaintiff.
29. Defendants had no intention of paying back Plaintiff.
30. Defendants falsely represented to Plaintiff that they would pay him back.
31. Defendants made these false representations with the intent that Plaintiff would rely upon them.
32. No soccer matches were held by Defendant Sports Pro between May 25, 2018 and

August 25, 2018.

V. BREACH OF CONTRACT

33. Plaintiff incorporates by reference the allegations set forth above as though fully set forth herein.

34. All conditions precedent to Defendants' performance under the Promissory Note have been met.

35. Defendant Sports Pro is the alter ego of Defendant Padilla.

36. Plaintiff lent Defendants money.

37. Defendant Sports Pro by and through its agent, Defendant Padilla, executed the Promissory Note for repayment of money to Plaintiff.

38. Pursuant to this Promissory Note, Defendant Sports Pro was to repay the Plaintiffs money owed, including interest, on August 25, 2018.

39. The Defendant Sports Pro did not tender payment on August 25, 2018.

40. Defendants have not provided payment thereafter.

41. Defendants' failure to pay Plaintiff under the Promissory Note constitutes a breach of contract. Plaintiff's damages are a natural, probable, and foreseeable consequence of Defendants breach. Defendants are aware that payment for the money lent was expected, and that Plaintiff was lending money to Defendants pursuant to the Promissory Note, and with the expectation of payment as agreed to therein.

42. Defendants actions, as described herein, constitute fraud.

43. As a result of that breach, Plaintiff has sustained damages of \$57,500 plus interest accruing at the rate of 9% per annum.

VI. FRAUDULENT INDUCEMENT

44. In the alternative, Plaintiff brings this claim for fraudulent inducement against the Defendants.

45. Plaintiff incorporates the foregoing paragraphs as though fully set forth herein.

46. Defendants actions constitute fraud.

47. Defendants, through its agent Defendant Padilla, made a material misrepresentation which was false.

48. Defendants knew this statement was false when it was made, or Defendants asserted these statements without knowledge of their truth.

49. Defendants made these false misrepresentations of material fact with the intent that they be acted upon.

50. Plaintiff relied upon Defendant Sports Pro's false representation by providing money to Defendants in exchange for the Promissory Note.

51. Plaintiff suffered injury as a result of their reliance upon Defendants misstatements when Defendants did not pay back Plaintiff under the terms of the Promissory Note.

52. Plaintiff sustained damages as a result of Defendant Sports Pro's false and misleading representations in the amount of \$57,500, accruing interest at the rate of 9% per annum.

VII. QUANTUM MERUIT

53. In the alternative, Plaintiff brings this claim for quantum meruit against the Defendants.

54. Plaintiff incorporates by reference the factual allegations contained in the preceding paragraphs as though fully set forth herein.

55. Should it be found that there is no valid contract between Plaintiff and Defendants, then Plaintiff alternatively assert this claim for quantum meruit.

56. The Plaintiff gave money to Defendants who accepted, used, and enjoyed this money under such circumstances as reasonably notified Defendants that the Plaintiff, in giving this money, expected Defendants to pay the money back.

57. Defendants failed to pay Plaintiff the money they borrowed in the amount that exceeds the minimum jurisdictional limitation of this Court and for which the Plaintiff now sues.

58. Plaintiff requests recovery for the reasonable amount of money.

59. Plaintiff directly transferred the money to Defendants.
60. Plaintiff conferred a benefit to the Defendants by giving them money.
61. Defendants accepted the benefit of the money.
62. The reasonable value of what Plaintiff provided Defendants, less payments made, is \$50,000.

63. Defendants will be unjustly enriched in the amount claimed by Plaintiff if allowed to retain the benefit conferred by Plaintiff without paying for the value of what was lent to them.

VIII. VICARIOUS LIABILITY – CORPORATE VEIL

64. Plaintiff hereby incorporates all of the foregoing paragraphs as though fully set forth herein.

65. Plaintiff seeks to impose liability on Defendant Padilla under the corporate veil theory of liability.

66. Defendants above described conduct was done with fraudulent intent to deceive the Plaintiff.

67. Defendant Padilla's use of Defendant Sports Pro was:

- a. a sham to perpetuate fraud, and/or;
- b. organized and operated as a mere tool or business conduit of Defendant Padilla, and/or;
- c. Defendant Padilla formed Defendant Sports Pro to avoid a legal obligation, and/or;
- d. Defendant Padilla formed Defendant Sports Pro to hide a crime or justify a wrong.

68. Defendant Padilla allowed Defendant Sports Pro to operate with inadequate capital for the type of business it was conducting. Plaintiff loaned Defendants \$50,000. Defendants wrote Plaintiff separate checks to repay this loan using Defendant Sports Pro's bank account. All of the checks Plaintiff attempted to cash that were drawn from Defendant Sports Pro's account bounced.

Plaintiff is aware of other individuals who have also not been paid back for money they lent to Defendants.

IX. ATTORNEY'S FEES

69. Defendants' actions have made it necessary for Plaintiff to employ Attorney Ahson Wali, a licensed attorney, to file this suit.

70. The Promissory Note allows Plaintiff to seek attorney fees and costs if he is required to sue Defendants to collect under the terms of the Promissory Note. (Ex. A, pg. 2). Plaintiff hereby requests this Court enter an order for all reasonable and necessary attorneys' fees incurred in prosecuting this action including any and all reasonable and necessary attorneys' fees in the event any appeal is filed in the Texas Court of Appeals and the Texas Supreme Court. Plaintiff further seeks any and all attorney fees and costs necessary to collect any judgment entered in this matter.

71. In the alternative, Plaintiff seeks attorney's fees pursuant to Texas Civil Practice and Remedies Code § 38.001(8).

72. Plaintiff presented this claim to Defendants. More than thirty days have passed since the demand was made, but payment of the just amount owed has not been tendered.

73. Request is made for all reasonable and necessary attorney's fees incurred by or on behalf of Plaintiff herein, including all fees necessary in the event of an appeal of this cause to the Court of Appeals and the Supreme Court of Texas, as the Court deems equitable and just as provided by Chapter 38 of the Texas Civil Practice and Remedies Code.

X. OBJECTION TO ASSOCIATE JUDGE

74. Plaintiff objects to the referral of this case to an associate judge for hearing a trial on the merits or presiding at a jury trial.

XI. ALTERNATIVE ALLEGATIONS

75. Pursuant to Rules 47 and 48, Texas Rules of Civil Procedure the allegations in this petition are made in the alternative.

XII. REQUEST FOR DISCLOSURE

76. Under the authority of Rule 194 of the Texas Rules of Civil Procedure, Plaintiff requests Defendants to disclose, within 50 days of the service of this Original Petition, the information or material described in Texas Rules of Civil Procedure 194(k).

XIII. PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff, Walter Salomon Chavarria, respectfully prays the Court award Plaintiff the following relief:

1. the Defendants be cited to appear and answer herein, and that upon a final hearing of the cause;
2. actual damages be awarded against Defendants for breach of contract;
3. consequential damages be awarded against Defendants;
4. alternatively, award Plaintiff actual damages arising as a result of Defendants' fraudulent conduct;
5. alternatively, award Plaintiff the reasonable value of the benefit conferred upon Defendants;
6. attorney's fees and costs as provided by contract or TEX. CIV. PRAC. & REM. CODE ANN. Section 38.001(7) and/or (8);
7. exemplary damages be awarded against the Defendants;
8. court costs be awarded against the Defendants;
9. prejudgment and post judgment interest where allowed by law or contract and in the maximum amounts permitted by law or contract; and
10. all other relief, at law or in equity, to which Plaintiff may otherwise be entitled.

Respectfully submitted,

By: /s/ Ahson Wali

Attorney for Plaintiff

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