

NO. \_\_\_\_\_

**JOSE DAVID CORVERA  
and  
HILDA N. LINARES,**

**Plaintiffs,**

**V.**

**SPORTS PRO DEVELOPMENT, LLC,  
and  
JUAN CARLOS PADILLA,**

**Defendants.**

**IN THE DISTRICT COURT**

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**JUDICIAL DISTRICT**

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**HARRIS COUNTY, TEXAS**

**PLAINTIFFS' ORIGINAL PETITION AND  
RULE 194 REQUEST FOR DISCLOSURE**

**TO THE HONORABLE JUDGE OF SAID COURT:**

**NOW COMES JOSE DAVID CORVERA** (hereinafter “**PLAINTIFF CORVERA**”) and **HILDA N. LINARES**, (hereinafter “**PLAINTIFF LINARES**”) (collectively the “**PLAINTIFFS**”), by and through their undersigned counsel, complaining of and about **SPORTS PRO DEVELOPMENT, LLC**, (hereinafter “**DEFENDANT SPORTS PRO**”), and Juan Carlos Padilla (hereinafter “**DEFENDANT PADILLA**”) (collectively the “**DEFENDANTS**”), and for cause of action shows unto the Court the following:

**I. STATEMENT OF RELIEF SOUGHT**

1. Plaintiffs seek a judgment of over \$200,000 but less than \$1,000,000 including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees.

**II. DISCOVERY CONTROL PLAN LEVEL**

2. Discovery in this matter should be conducted under Discovery Level 2.

**III. PARTIES AND SERVICE**

3. Plaintiff Corvera is an individual who resides in Harris County, Texas.

4. Plaintiff Linares, is an individual who resides in Harris County, Texas.

5. Defendant Sports Pro is a Texas limited liability company incorporated under the laws of Texas. Defendant has a principal office address located at 6700 Woodlands Parkway, 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.

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

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

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

9. 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**

10. Plaintiffs are a married couple who came to know Defendant Padilla.

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

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

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

14. Defendant Sports Pro, through Defendant Padilla's representations, earned Plaintiffs' trust.

15. Based on Defendant Padilla's representations, Plaintiffs lent \$75,000 to Defendant

Sports Pro.

16. Defendant Padilla came to Plaintiff Corvera's business address, located in Harris County, Texas, to collect the money.

17. Later, Defendant Padilla brought a promissory note to Plaintiff Corvera's business address located in Harris County, Texas, on or about December 15, 2018.

18. Defendant Padilla executed a promissory note payable to Plaintiffs (the "Promissory Note") for the \$75,000 Plaintiffs gave to him.

19. A copy of the Promissory Note is attached hereto as **Exhibit A** and is incorporated by reference herein.

20. The Promissory Note requires Defendant Sports Pro to pay Plaintiffs \$86,250 by February 15, 2019. Ex. A.

21. This amount includes the principal \$75,000 plus 15% interest until February 15, 2019. Ex. A.

22. Thereafter, the Promissory Note allows Plaintiffs to collect 9% interest on any outstanding amounts. Ex. A.

23. On or about February 15, 2019, Defendant Sports Pro failed to pay Plaintiffs amounts due and owing under the Promissory Note.

24. When Plaintiffs confronted Defendant Padilla about the failure to pay, Defendant Padilla offered to pay in installments.

25. Defendant Padilla delivered four postdated checks to Plaintiffs, and instructed Plaintiffs to cash the checks on the dates listed on the checks.

26. The checks were drawn on Defendant Sports Pro's account.

27. Plaintiffs attempted to cash the checks.

28. Plaintiffs' bank returned the checks to Plaintiffs for insufficient funds.

29. Defendant Sports Pro has failed to pay Plaintiffs.

30. Defendants had no intention of paying back Plaintiffs.

31. Defendants falsely represented to Plaintiffs that they would pay them back.

32. Defendants made these false representations with the intent that Plaintiffs would rely upon them.

33. No soccer matches were held by Defendant Sports Pro between December 15, 2018 and February 15, 2019.

## **V. BREACH OF CONTRACT**

34. Plaintiffs incorporate by reference the allegations set forth above as though fully set forth herein.

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

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

37. Plaintiffs lent Defendants money.

38. The Defendant Sports Pro by and through its agent Defendant Padilla executed the Promissory Note for repayment of money to Plaintiffs.

39. Pursuant to this Promissory Note, Defendant Sports Pro was to repay the Plaintiffs money owed, including interest, on February 15, 2019.

40. The Defendant Sports Pro did not tender payment on February 15, 2019.

41. Defendants have not provided payment thereafter.

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

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

44. As a result of that breach, Plaintiffs have sustained damages of \$86,250 plus interest accruing at the rate of 9% per annum.

## **VI. FRAUDULENT INDUCEMENT**

45. In the alternative, Plaintiffs bring this claim for fraudulent inducement against the Defendants.

46. Plaintiffs incorporate the foregoing paragraphs as though fully set forth herein.

47. Defendants actions constitute fraud.

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

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

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

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

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

53. Plaintiffs sustained damages as a result of Defendant Sports Pro's false and misleading representations in the amount of \$86, 250, accruing interest at the rate of 9% per annum.

## **VII. QUANTUM MERUIT**

54. In the alternative, Plaintiffs bring this claim for quantum meruit against the Defendants.

55. Plaintiffs incorporate by reference the factual allegations contained in the preceding paragraphs as though fully set forth herein.

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

57. The Plaintiffs gave money to Defendants who accepted, used, and enjoyed this money under such circumstances as reasonably notified Defendants that the Plaintiffs, in giving

this money, expected Defendants to pay the money back.

58. Defendants failed to pay Plaintiffs the money they borrowed in the amount that exceeds the minimum jurisdictional limitation of this Court and for which the Plaintiffs now sue.

59. Plaintiffs request recovery for the reasonable amount of money.

60. Plaintiffs' directly transferred the money to Defendants.

61. Plaintiffs conferred a benefit to the Defendants by giving them money.

62. Defendants accepted the benefit of the money.

63. The reasonable value of what Plaintiffs provided Defendants, less payments made, is \$75,000.

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

### **VIII. VICARIOUS LIABILITY – CORPORATE VEIL**

65. Plaintiffs hereby incorporate all of the foregoing paragraphs as though fully set forth herein.

66. Plaintiffs seek to impose liability on Defendant Padilla under the corporate veil theory of liability.

67. Defendants above described conduct was done with fraudulent intent to deceive the Plaintiffs.

68. 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.

69. Defendant Padilla allowed Defendant Sports Pro to operate with inadequate capital for the type of business it was conducting. Plaintiffs loaned Defendant's \$75,000. Defendants wrote Plaintiffs separate checks to repay this loan using Defendant Sports Pro's bank account. All of the checks Plaintiffs attempted to cash that were drawn from Defendant Sports Pro's account bounced. Plaintiffs are aware of other individuals who have also not been paid back for money they lent to Defendants.

## **IX. ATTORNEY'S FEES**

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

71. The Promissory Note allows Plaintiffs to seek attorney fees and costs if they are required to sue Defendants to collect under the terms of the Promissory Note. (Ex. A, pg. 2). Plaintiffs hereby request 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. Plaintiffs further seek any and all attorney fees and costs necessary to collect any judgment entered in this matter.

72. In the alternative, Plaintiffs seek attorney's fees pursuant to Texas Civil Practice and Remedies Code § 38.001(8).

73. Plaintiffs 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.

74. Request is made for all reasonable and necessary attorney's fees incurred by or on behalf of Plaintiffs 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**

75. Plaintiffs object 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**

76. 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**

77. Under the authority of Rule 194 of the Texas Rules of Civil Procedure, Plaintiffs request 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, Plaintiffs, Jose David Corvera and Hilda N. Linares, respectfully prays the Court award Plaintiffs 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 Plaintiffs actual damages arising as a result of Defendants' fraudulent conduct;
5. alternatively, award the Plaintiffs 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 Plaintiffs may otherwise be entitled.

Respectfully submitted,

By: /s/ Ahson Wali

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*Attorney for Plaintiffs*

Ahson Wali

Wali Law PLLC

13705A SH 249

Houston, TX 77064

Ph: (303) 968-8686

Fax: (303) 968-8686

Email: [aw@walilaw.com](mailto:aw@walilaw.com)

Tx Bar No: 24106815