



### III. PARTIES

3. Plaintiff, D&T Partners, LLC (successor in interest to ACET Venture Partners, LLC), is a limited liability company formed in the state of Texas.
4. Defendant, ACET Global, LLC, is a limited liability company formed in the state of Texas and may be served with process at 5700 Granite Parkway, Suite 435, Plano, Texas 75024, or wherever it may be found.
5. Defendant, Baymark ACET HOLDCO, LLC, is a limited liability company formed in the state of Texas and may be served with process at 5700 Granite Parkway, Suite 435, Plano, Texas 75024, or wherever it may be found.
6. Defendant, ACET Direct Invest, LLC, is a limited liability company formed in the state of Texas and may be served with process at 5700 Granite Parkway, Suite 435, Plano, Texas 75024, or wherever it may be found.
7. Defendant, Baymark Management, LLC, is a limited liability company formed in the state of Texas and may be served with process at 5700 Granite Parkway, Suite 435, Plano, Texas 75024, or wherever it may be found.
8. Defendant, Baymark Partners, is on information and belief, a private equity firm operating as a partnership with its principal place of business at 5700 Granite Parkway, Suite 435, Plano, Texas 75024.
9. Defendant, David Hook, is an individual and a managing director of Baymark Partners at all times relevant to this complaint. He can be served with process at his office at Baymark Partners, 5700 Granite Parkway, Suite 435, Plano, Texas 75024.
10. Defendant, Tony Ludlow, is an individual and managing director of Baymark Partners at all times relevant to this complaint. He can be served with process at his office at Baymark Partners, 5700 Granite Parkway, Suite 435, Plano, Texas 75024.

#### **IV. VENUE**

11. Pursuant to Texas Civil Practice and Remedies Code § 15.002(a)(1)-(2), venue for this case is proper in Dallas County, Texas, because all or a substantial part of the events or omissions giving rise to the claim occurred in Dallas County, Texas. Venue is further proper by consent.

#### **V. FACTS**

12. Pursuant to an Asset Purchase Agreement (the “APA”) dated July 14, 2017, ACET Global, LLC purchased the assets of ACET Venture Partners, LLC. ACET Global, LLC was wholly owned and controlled by Baymark ACET Holdco, LLC.

13. Prior to the APA, Baymark ACET Holdco, LLC was wholly owned and controlled by Baymark ACET Direct Invest, LLC, which was controlled by Anthony Ludlow and David Hook. ACET Direct Invest, LLC remained the majority member of Baymark ACET Holdco, LLC after the APA. Ludlow and Hook ultimately controlled Baymark ACET Direct Invest and, by extension, also controlled Baymark ACET Holdco and ACET Global, LLC. Ludlow and Hook also ultimately exercised control over Baymark Management, as well as Baymark Partners. Baymark ACET Holdco, LLC; Baymark ACET Direct Invest, LLC; Baymark Management, LLC; Baymark Partners; Anthony Ludlow; and David Hook, are collectively referred to herein as the “Baymark parties.”

14. Under the APA, ACET Global agreed to (1) pay \$850,000 to ACET Venture Partners, subject to certain adjustments; (2) provide a subordinated secured promissory note in the amount of \$3,230,000

in favor of ACET Venture Partners (the “Note”); and (3) to provide ACET Venture Partners with a 25% common membership interest in Baymark ACET Holdco, LLC.

15. The Baymark parties induced ACET Venture Partners to enter into the APA by, in part, providing a 25% membership interest in Baymark ACET Holdco. That interest was never registered with the Securities Exchange Commission or Texas State Securities Board.
16. As part of the transaction, ACET Global, LLC entered into a Promissory Note with ACET Venture Partners, memorializing the \$3,230,000 payable to ACET Venture Partners. The first installment payment was to come due in October of 2018.
17. Separately, Baymark ACET Holdco, LLC entered into a Security Agreement (the “Security Agreement”) with ACET Venture Partners. Under the Security Agreement, Baymark ACET Holdco, LLC granted a security interest to ACET Venture Partners in 59% of the membership interest of ACET Global, LLC. That interest was never registered with the Securities & Exchange Commission or Texas State Securities Board.
18. The Baymark parties stated that they would ensure that Tomer Damti would be the CEO of ACET Global and that Damti would maintain managerial authority and discretion. Mr. Damti’s presence as CEO would, given his knowledge of the business, operations, and industry, safeguard Plaintiff’s interest in the transaction and was a substantial inducement to enter into the transaction. The Baymark parties did not actually intend to keep Damti as the CEO or to provide him with managerial authority or discretion. The Baymark parties refused to allow him authority to function as a CEO and then improperly terminated and removed him.
19. Following the APA, the Baymark parties then caused ACET Global to enter into a Collateral Assignment of Rights Under Acquisition Transaction Documents and Subordination Agreement (the “Collateral Assignment”) with Super G Capital, LLC, which provided that Super G Capital, LLC would provide a term loan facility of up to \$1,000,000. The Collateral Assignment contemplated that

ACET Venture Partners's security interest under the Security Agreement would be subordinated to the lien held by Super G Capital. The Baymark parties, on false pretenses, induced ACET Venture Partners to subordinate its security interest pursuant to the Collateral Assignment.

20. Following the APA, Baymark ACET Direct Invest controlled ACET Global through ACET Holdco, LLC. In effect, however, the Baymark parties (and ultimately Ludlow and Hook) controlled, whether directly or indirectly, Baymark ACET Direct Invest and ACET Holdco, LLC. The Baymark parties, through Baymark ACET Direct Invest and ACET Holdco, LLC, caused ACET Global to fail to pay vendors, carriers, and others. And the Baymark parties took other steps that harmed ACET Venture Partners' interest in ACET Global and the Note owed to ACET Venture Partners. Baymark ACET Direct Invest and ACET Holdco deliberately took steps designed and intended to cause ACET Global to fail financially and to default on its Notes.
21. In fact, its principals never intended to fulfill the Note to ACET Ventures Partners. The Baymark parties fraudulently misrepresented that they intended to fulfill the Note, and thereby induced ACET Venture Partners to enter into the Note and related documents, such as the Collateral Assignment. The Baymark parties made further fraudulent misrepresentations pertaining to their intent and ability to continue to run the business with respect to which the assets that were the subject of the APA were attributable; their intent to invest additional amounts into the underlying business associated with the assets; that Baymark Management, LLC would provide services or services justifying any management fee; that ACET Global and the Baymark parties would maintain Tomer Damti was the CEO of ACET Global; that funds from the Super G loan would be used to build the business; and regarding their intent to fulfill their obligations under the Note. Baymark ACET Direct Invest's actions directly harmed the value of ACET Venture Partners's security and the Note.
22. Baymark ACET Direct Invest and ACET Holdco and its principals drained ACET Global of its funds and assets to their enrichment and to ACET Global's detriment. Pursuant to section 5.3 of

Baymark ACET Holdco's Company Agreement, Baymark ACET Holdco was to pay a quarterly management fee (the "Management Fee") of no more than the greater of \$150,000 or 5% of ACET Global's EBIDTA to Baymark Management, LLC. On information and belief, Baymark Management, LLC was owned by Tony Ludlow and David Hook. Thus, Ludlow and Hook acted as both the managers of Baymark Management, LLC and exercised control over ACET Global and Baymark ACET Holdco. The Baymark parties had planned to and were successful in utilizing this Management Fee to drain ACET Global and Baymark ACET Holdco of all of their assets and capital, whether from a cash flow perspective or in terms of its balance sheet based on accrued/owed liabilities that deliberately placed it in an insolvent position. On information and belief, even after ACET Global became insolvent, the Baymark parties continued to drain it of its assets through a Management Fee. They paid or accrued recurring "management fees" to Baymark ACET Holdco and/or Baymark Management, LLC, which did not correspond to services or value provided, and caused improper management fees to be paid even as ACET Global and Baymark ACET Holdco became insolvent. The management fee was also used as a device to cause ACET Global to appear to be financially unsound.

23. Within approximately a year—and before the Note came due—the Baymark parties caused the creation of a new and separate entity, Windspeed Trading, LLC. On information and belief, the Baymark parties caused the transfer of substantially all of the assets of ACET Global to Windspeed Trading, LLC, thereby removing all of the value of ACET Global, which served as security for the Note and further decreased the value of Baymark ACET Holdco, LLC. This act, or series of acts, was in violation of the Secured Promissory Note and related Security Agreement. It also evidenced

that the Baymark parties fraudulently caused Plaintiff to enter into the related transaction in the first place.

24. Under the existing Amended and Restated Seller Note, ACET Global, LLC was to make payments to D&T Partners, LLC (the successor-in-interest to ACET Venture Partners) on October 31, 2018. ACET Global failed to make the payment due on October 31, 2018, and has failed to make any payment thereafter. ACET Global has indicated that it will not make any payments under the Note.

## **VI. CLAIMS**

### **Count I: Breach of Contract**

#### **(ACET Global, LLC and Baymark ACET Holdco, LLC)**

25. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1-24 above as if set forth here in full.
26. ACET Global breached the APA and Note by, among other actions or inactions, defaulting on the installment payments due thereunder. ACET Global breached the APA and Note when it failed to make installment payments to ACET Venture Partners beginning at least as of October 31, 2018. Its continued failure to satisfy the terms of the APA constitutes a breach of contract, causing the entire principal amount of \$3,230,000 plus accrued interest to become due immediately.

### **Count II: Breach of Contract (Security Agreement)**

#### **(ACET Global, LLC AND BAYMARK ACET Holdco, LLC)**

27. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1-24 above as if set forth here in full.
28. ACET Global and Baymark ACET Holdco breached the Security Agreement and Secured Promissory Note by engaging in a “Fundamental Transaction” without approval from ACET

Venture Partners. Section (4) of the Secured Promissory Note provides that “[t]he Maker shall not enter into or be a party to a Fundamental Transaction, unless . . . pursuant to written agreements in form and substance satisfactory to the Holder and approved by the Holder prior to such Fundamental Transaction . . .” Section 25(d) of the Secured Promissory Note defines a “Fundamental Transaction” as, among other things, “one or more related transactions . . . [that] sell, assign, transfer, convey or otherwise dispose of all of substantially all of the properties or assets of [ACET Global, LLC].”

29. On information and belief, ACET Global caused the transfer of substantially all of its assets, including goodwill and intangible assets, to Windspeed Trading, LLC. This act, or series of acts, breached the Security Agreement and Secured Promissory Note.

### **Count III: Declaratory Judgment**

#### **(Windspeed Trading, LLC)**

30. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1-24 above as if set forth here in full.
31. Plaintiff seeks a declaratory Judgment that Windspeed Trading, LLC has assumed all obligations under the Note and Security Agreement. Section (4) of the Security Agreement provides that “[u]pon any Fundamental Transaction, the successor entity to such Fundamental Transaction [here, Winspeed Trading, LLC] shall succeed to, and be substituted for . . . and shall assume all of the obligations of the Maker under this Note with the same effect as if such successor Person had been named as the Maker herein . . .”

### **Count IV: Fraudulent Inducement**

#### **(The Baymark parties)**

32. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1-24 above as if set forth here in full.



33. ACET Global, Baymark ACET Direct Invest, ACET Holdco, and its principals, operating through ACET Global, fraudulently induced ACET Venture Partners to enter into the APA and related documents. ACET Global, Baymark ACET Direct Invest, ACET Holdco and their principals made numerous representations to Plaintiff, all of which were material representations pertaining to their intent and ability to continue to run the business with respect to which the assets that were the subject of the APA were attributable; their intent to invest additional amounts into the underlying business associated with the assets; that Baymark Management, LLC would provide services or services justifying any management fee; that ACET Global and the Baymark parties would maintain Tomer Damti was the CEO of ACET Global; that funds from the Super G loan would be used to build the business; and their intent to fulfill their obligations under the Note. At the time Defendants made these representations, Defendants knew the representations were false or were made recklessly, as positive assertions and without knowledge of their truth. Defendants made the representations with the intent that Plaintiff act on them. Relying on the representations made by Defendants as set out above, Plaintiff entered into the APA. Plaintiff relied on these representations and would not have entered into the APA had it not believed the representations and relied on them.

**Count V: Common Law Fraud**

**(The Baymark parties)**

34. Plaintiff repeats and realleges each and every allegation contained in the paragraphs above as if set forth here in full.

35. Defendants made material false representations to Plaintiff with the knowledge of their falsity or with reckless disregard of the truth with the intention that such representations be acted upon by Plaintiff, and that Plaintiff relied on these representations to its detriment. As a proximate result of such fraud, Plaintiff sustained the damages described more fully herein.

**Count VI: Breach of Fiduciary Duty**  
**(Baymark ACET Holdco, LLC)**

36. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1-24 above as if set forth here in full.
37. Baymark ACET Holdco, the controlling member of ACET Global, had a fiduciary relationship with, and owed a fiduciary duty to, ACET Venture Partners. Baymark ACET Holdco breached its duties to ACET Venture Partners. During the period since ACET Global became insolvent or was in the zone of insolvency, Baymark ACET Holdco owed a fiduciary duty of care to preserve the assets of ACET Global for the benefit of its creditors, including Plaintiff. Baymark ACET Holdco breached its fiduciary duty by willfully and/or through gross negligence (i) allowing the business and assets to waste, (ii) failing to cause ACET Global to pay under the Note, and (iii) failing to cause ACET Global to otherwise comply with the terms of the Note. Baymark ACET Holdco's breaches resulted in injury to Plaintiff, and also significant benefit to Defendants.
38. During the relevant time, ACET Global did not make any payments to Plaintiff. Instead, Baymark ACET Holdco caused ACET Global to remit revenues and/or accrued payments to the ultimate benefit of Baymark Management, LLC in the form of Management Fees. As ACET Global's financial conditions declined, Baymark ACET Holdco continued to allow ACET Global to make payments and/or accrue payments to Baymark Management, LLC. These payments constituted improper self-dealing transactions. The improper payments and neglect/waste of the business were the proximate cause of the damages suffered by Plaintiff.
39. The conduct of Baymark ACET Holdco was intentional, willful, and/or grossly negligent. As such, it is liable for exemplary and/or punitive damages.

**Count VII: Aiding and Abetting Breach of Fiduciary Duties to Plaintiff**

**(The Baymark parties)**

40. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1-24 above as if set forth here in full.
41. The Baymark parties aided and abetted Baymark ACET Holdco in breaching the duties of care and loyalty it owed to Plaintiff. Moreover, because of their unique positions, relationships, control, and access to information, the Baymark parties directly owed fiduciary duties to Plaintiff.
42. The Baymark parties knew or should have known that ACET Global was insolvent, and because it was insolvent, ACET Global owed a fiduciary duty to manage its assets for the benefit of its creditors, including Plaintiff. Baymark Management, LLC knowingly participated in self-dealing described above by accepting payments or obligations for management fees from (directly or indirectly) ACET Global while Baymark Management, LLC had actual knowledge that ACET Global was insolvent. Baymark Management, LLC's acceptance of payments from ACET Global aided and abetted ACET Global in breaching the fiduciary duties owed to Plaintiff. The actions of Baymark Management, LLC and the Baymark parties in aiding and abetting such acts were materially and substantially detrimental to Plaintiff and caused substantial damages to Plaintiff. Moreover, the Baymark parties breached their fiduciary duties, causing damages to Plaintiff.

**Count VIII: Texas Uniform Fraudulent Transfer Act**

**(The Baymark parties; Windspeed Trading, LLC)**

43. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1-24 above as if set forth here in full.

44. The Baymark parties violated the Texas Uniform Fraudulent Transfer Act, Tex. Bus. & Comm. Code 24.001 *et seq.*, by transferring substantially all of the assets of ACET Global to Windspeed Trading, LLC. These transfers were made after or within a reasonable time before Plaintiff's claims arose. These transfers and obligations are also fraudulent because Defendants made the transfers and obligations with actual intent to hinder, delay, or defraud Plaintiff.

**Count IX: Texas Securities Act 33A(1)**

**(The Baymark Parties)**

45. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1-24 above as if set forth here in full.

46. The Baymark parties sold securities, namely the interest in Baymark ACET Holdco, LLC, and/or a security interest in ACET Global, LLC in violation of Texas Securities Act section 33A(1). The Baymark parties offered and sold securities that were not registered or exempt from registration in violation of section 7 of the Texas Securities Act. Texas Securities Act section 33A(1) provides as follows:

**(1) Registration and Related Violations.** — A person who offers or sells a security in violation of Section 7, 9 (or a requirement of the Commissioner thereunder), 12, 23C, or an order under 23A or 23-2 of this Act is liable to the person buying the security from him, who may sue either at law or in equity for rescission or for damages if the buyer no longer owns the security.

Tex. Rev. Civ. Stat. Art. 581-33

47. These securities are not registered with the Commissioner as required by the Securities Act. Section 7A(1) of the Securities Act prohibits the sale or offer for sale of unregistered securities as follows:

**(1) No dealer or agent shall sell or offer for sale any securities issued after September 6, 1955, except those which shall have been registered by Notification under subsection B or by Coordination under subsection C of this Section 7 and except those which come within the classes enumerated in**

Section 5 or Section 6 of this Act, until the issuer of such securities or a dealer registered under the provisions of this Act shall have been granted a permit by the Commissioner. . . .

Tex. Rev. Civ. Stat. Art. 581-7

48. The securities offered for sale and sold by the Baymark parties have not been and are not currently registered with the Securities Commissioner, nor has a permit been granted for the sale of such securities as required by Section 7 of the Securities Act.

49. Moreover, Section 12A of the Securities Act requires that all persons selling or offering to sell securities in Texas must be registered under the Act as follows:

Except as provided in Section 5 of this Act, no person, firm, corporation or dealer shall, directly or through agents, offer for sale, sell or make a sale of any securities in this state without first being registered as in this Act provided. No agent shall, in behalf of any dealer, sell, offer for sale, or make sale of any securities within the state unless registered as an agent for that particular registered dealer under the provisions of this Act.

Tex. Rev. Civ. Stat. Art. 581-12

50. Moreover, under Section 33F(1) of the Securities Act:

A person who directly or indirectly controls a seller, buyer, or issuer of a security is liable under Section 33A . . . jointly and severally with the seller, buyer, or issuer and to the same extent as if he were the seller, buyer, or issuer, unless the controlling person sustains the burden of proof that he did not know, and in the exercise of reasonable care could not have known, of the existence of facts by reason of which the liability is alleged to exist.

Tex. Rev. Civ. Stat. Art. 581-33

51. During the period that securities were sold and offered for sale, the Baymark parties were not registered as dealers or agents as required by Section 7A and 12A of the Securities Act, and the securities were sold without first being registered in accordance with Section 12A of the Securities Act.

**Count X: Texas Securities Act 33A(2)**

**(The Baymark Parties)**

52. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1-24 above as if set forth here in full.
53. The Baymark parties sold securities, namely the interest in Baymark ACET Holdco, LLC, and/or a security interest in ACET Global, LLC, in violation of Texas Securities Act section 33A(2). The Baymark parties offered and sold securities by means of an untrue statement of a material fact or an omission to state a material fact necessary in order to make the statements made not misleading.
54. Texas Securities Act 33A(2) provides as follows:

**(2) Untruth or Omission.** — A person who offers or sells a security (whether or not the security or transaction is exempt under Section 5 or 6 of this Act) by means of an untrue statement of a material fact or an omission to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they are made, not misleading, is liable to the person buying the security from him, who may sue either at law or in equity for rescission, or for damages if the buyer no longer owns the security. However, a person is not liable if he sustains the burden of proof that either (a) the buyer knew of the untruth or omission or (b) he (the offeror or seller) did not know, and in the exercise of reasonable care could not have known, of the untruth or omission. The issuer of the security (other than a government issuer identified in Section 5M) is not entitled to the defense in clause (b) with respect to an untruth or omission (i) in a prospectus required in connection with a registration statement under Section 7A, 7B, or 7C, or (ii) in a writing prepared and delivered by the issuer in the sale of a security.

Tex. Rev. Civ. Stat. Art. 581-33

55. Indeed, the use of fraud and fraudulent practices in connection with the offer for sale and sale of securities is prohibited by Sections 4F, 25-1, and 32A of the Securities Act. In Section 4F of the Securities Act, fraud is defined as follows:

The term “fraud” or “fraudulent practice” shall include any misrepresentations, in any manner, of a relevant fact; any promise or representation or prediction as to the future not made honestly and in good faith, or an intentional failure to disclose a material fact; . . . provided, that nothing herein shall limit or diminish the full

meaning of the terms “fraud,” “fraudulent,” and “fraudulent practice” as applied or accepted in courts of law or equity.

Tex. Rev. Civ. Stat. Art. 581-4

56. Moreover, under Section 33F(2) of the Securities Act:

(2) A person who directly or indirectly with intent to deceive or defraud or with reckless disregard for the truth or the law materially aids a seller, buyer, or issuer of a security is liable under Section 33A . . . jointly and severally with the seller, buyer, or issuer, and to the same extent as if he were the seller, buyer, or issuer.

Tex. Rev. Civ. Stat. Art. 581-33

57. The Baymark parties are jointly and severally liable with ACET Global because of their direct control of ACET Global as the offeror or because of their material aid to ACET Global with the intent to deceive or defraud or with reckless disregard for the truth or the law.

58. The Baymark parties, in the issuance, sale, promotion, negotiations, advertisement, or distribution of securities in the State of Texas, have engaged in fraud and fraudulent practices by misrepresenting material facts and intentionally failing to disclose material facts as outlined above. The Baymark parties, with the intent to deceive or defraud or with reckless disregard for the truth or the law, have materially aided, and are materially aiding, one another in the fraudulent practices set forth herein.

**Count XI: Section 12(a) of the Securities Act of 1933**

59. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1-24 above as if set forth here in full.

60. The Baymark parties offered and sold, through the use of the mail or facilities of interstate commerce in connection therewith, a security without satisfying the registration requirements or obtaining an exemption therefrom, causing damages to Plaintiff, all in violation of section 12(a) of the Securities Act of 1933.

### **Count XII: Section 15 of the Securities Act of 1933**

61. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1-24 above as if set forth here in full.
62. The Baymark parties acted as controlling persons of ACET Global, within the meaning of section 15 of the 1933 Securities Act. By virtue of their positions with ACET Global, and ownership of ACET Global, the Baymark parties had the power and authority to cause ACET Global to engage in the conduct complained of herein. By reason of such conduct, the Baymark parties are liable pursuant to section 15 of the 1933 Securities Act.

### **Count XIII: Civil Conspiracy**

63. The Baymark parties, in combination with one another, agreed to accomplish for an unlawful purpose or a lawful purpose by unlawful means, one or more of the violations described above, including to breach the fiduciary duties that ACET Global and/or ACET Holdco owed to Plaintiff. The Baymark parties had a meeting of the minds on the object or course of action to divert Plaintiffs funds and property under the above causes of action. One or more of the Baymark parties committed an unlawful, overt act to further this object or course of action. Plaintiff has suffered a substantial injury as a proximate result of these wrongful acts.

### **Count XIV: Attorneys Fees**

64. Paragraph 13 of the Promissory Note provides as follows:

If (a) this Note is placed in the hands of an attorney for collection or enforcement or is collected or enforced through any legal proceeding or the Holder otherwise takes action to collect amounts due under this Note or to enforce the provisions of this Note . . . then the Maker shall pay the costs incurred by the Holder for such collection, enforcement or action . . . including, but not limited to, reasonable attorneys' fees and disbursements.

65. Moreover, Plaintiff is entitled to attorneys fees by statute, including pursuant to Texas Civil Practice and Remedies Code sec. 38.001.



## **DAMAGES**

66. Plaintiff seeks monetary relief over \$1,000,000, which is within the jurisdictional limits of this Court.

67. As a result of the foregoing causes of action, Plaintiff suffered the following damages:

67.1. Direct and compensatory damages;

67.2. Lost profits from the operation of its pre-existing business;

67.3. Loss of Goodwill;

67.4. Exemplary damages.

68. Plaintiff further specifically pleads for the remedy of rescission.

69. The conduct of the Baymark parties was intentional, willful, and/or grossly negligent. As such, they are liable for exemplary and/or punitive damages.

## **VII. JURY DEMAND**

70. Plaintiff demands a jury trial and tenders the appropriate fee with this petition.

## **VIII. REQUEST FOR DISCLOSURE**

71. Under Texas Rule of Civil Procedure 194, Plaintiff requests that the Defendants disclose, within 50 days of the service of this request, the information or material described in Rule 194.2.

## **PRAYER**

WHEREFORE Plaintiff asks to be awarded a judgment against Defendants for actual damages, rescission, court costs, attorney's fees, and all other relief to which Plaintiff is entitled.

Respectfully submitted,

By: /s/ Jason Freeman  
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