

of civil process by Roundtree and Frank Stinson.

PARTIES

2. Roundtree is a Louisiana limited liability company that initiated this lawsuit and thus consented to jurisdiction in this court.

3. Frank Stinson is the founder, President, and owner of the majority of Class A membership interests in Roundtree. Frank Stinson maintains a residence at 437 N. Andalusia Ave., Santa Rosa Beach, FL, 32459, where he may be served with process.

4. Matthew Stinson owns the remaining Class A membership interests in Roundtree and served as its Chief Executive Officer during much of the relevant time period.

5. NSOH Holiday Road LLC and NSOH Holiday Road II LLC are Texas limited liability companies formed by Matthew Stinson and his wife to acquire and hold certain real property in Texas.

JURISDICTION AND VENUE

6. This Court has jurisdiction over the parties as each is a Texas citizen, maintains a principal place of business or residence in Texas, or has voluntarily submitted to the Court's jurisdiction. This Court further has jurisdiction over the parties because each has done business in Texas and/or has had sufficient minimum or continuing contacts with Texas.

7. Pursuant to Texas Civil Procedure and Remedies Code §15.002(a)(1), venue is proper in this district because Dallas County is the county in which all or a substantial part of the events or omissions giving rise to the claims alleged herein occurred.

RULE 47 STATEMENT

8. Pursuant to Texas Rule of Civil Procedure 47, the MS-NSOH Parties seek monetary relief over \$1,000,000.00 and nonmonetary relief described below.

BACKGROUND

9. Matthew Stinson worked for Roundtree for more than 20 years, including serving as its Chief Operating Officer and later as its Chief Executive Officer. During his employment with Roundtree, Matthew Stinson – acting in the interest of the company -- repeatedly deferred payment of bonuses owed to him by Roundtree. Matthew Stinson also personally guaranteed and provided consent to enable entities in which he held an ownership interest to pledge assets to secure loans taken out by Roundtree to support the business, including a line of credit from World Omni Bank of \$15 million. In these and many other ways, Matthew Stinson supported the business of Roundtree and put his own assets at risk for the benefit of the company.

10. Contrary to the allegations in Roundtree’s First Amended Petition and Request for Declaratory Judgment (the “Roundtree Petition”), Roundtree’s founder Frank Stinson did not leave the business between 2012 and 2018. In fact, Frank Stinson was involved in important Roundtree business meetings throughout the years at issue in the Roundtree Petition. It was only following the collapse of the business in 2019 that Frank Stinson fabricated a narrative to pin the blame on Matthew Stinson, as a salve to Frank Stinson’s ego.

11. Not only was Frank Stinson involved in the business of Roundtree on a continuous basis, as a member (i.e., owner) of Roundtree, he received periodic reports regarding the amounts that each member of the Stinson family had received from Roundtree. Frank Stinson discussed Matthew Stinson’s “AR balance” with him and with Roundtree’s Chief Financial Officer on multiple occasions. No demand for repayment of any amounts received by Matthew Stinson was ever made by Frank Stinson – who controlled and continues to control Roundtree – or anyone acting on behalf of Roundtree. As a result, not only is the Roundtree Petition false in suggesting that Frank Stinson only discovered the amounts that Matthew Stinson had received after an

“investigation and review of Roundtree’s files and financial documents,” in 2018, but Frank Stinson failed to object to any of those distributions at the time he learned of them. Moreover, the Roundtree Petition fails to account for any of the monies owed to Matthew Stinson by Roundtree – amounts that exceed Roundtree’s trumped-up claims.

12. The transactions made the subject of the Roundtree Petition were all: permissible under the Second Amended and Restated Limited Liability Company Agreement of Roundtree (the “2013 Operating Agreement”); similar to transactions between Roundtree and Frank Stinson and other members of the Stinson family; and properly documented and reflected in the company’s records.

13. Matthew Stinson has not had an active role in the management of Roundtree since January 2019. Since that time, Frank Stinson has abused his position as majority owner to cause the wrongful filing of the Roundtree Petition; to cause Roundtree to file lis pendens against properties owned by the MS-NSOH Parties and Matthew Stinson’s personal residence and to maintain the lis pendens without any claim of right in the properties; to refuse Matthew Stinson his rights of inspection under the 2013 Operating Agreement; and to deny Matthew Stinson’s requests for indemnification and advancement under the 2013 Operating Agreement for legal fees Matthew Stinson has incurred and is incurring in defending this action and responding to legal process in other actions related to his service as an officer of Roundtree

COUNTERCLAIMS

COUNT I – FRAUDULENT CLAIM AGAINST REAL PROPERTY

14. The MS-NSOH Parties re-allege and incorporate by reference all facts and allegations set forth above.

15. Roundtree made and used a document (a) with knowledge that the document is a

fraudulent claim against real property or an interest in real property or (b) with the intent that the document be given the same legal effect as a court record evidencing a valid claim against real property.

16. Roundtree acted with intent to cause the MS-NSOH Parties to suffer financial injury and to cause Matthew Stinson to suffer mental anguish or emotional distress.

17. The MS-NSOH Parties have been damaged by Roundtree's action.

18. Pursuant to Tex. Civ. Prac. & Rem. Code §12.001 et. seq., Roundtree is liable to the MS-NSOH Parties for the greater of \$10,000.00 or the actual damages caused by the violation; court costs; reasonable attorney's fees; and exemplary damages in an amount determined by the court.

COUNT II-BREACH OF CONTRACT: MONIES OWED TO MATTHEW STINSON

19. Matthew Stinson re-alleges and incorporates by reference all facts and allegations set forth above.

20. Matthew Stinson performed services for Roundtree for which Roundtree agreed to pay him a bonus based on Roundtree's annual profits.

21. Roundtree has failed to pay the required bonuses to Matthew Stinson, which total more than \$1,000,000.00.

22. Matthew Stinson has been damaged by Roundtree's failure to honor its contractual obligations to pay him a bonus for his services to Roundtree.

COUNT III - ACCOUNTING

23. Matthew Stinson re-alleges and incorporates by reference all facts and allegations set forth above.

24. Matthew Stinson owns 490 units of the Class A membership interests in Roundtree.

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