

BUSINESS COURT OF TEXAS, FIRST DIVISION

Quintero v. Urban Infraconstruction LLC and Anup Tamrakar

Quintero, 2026 Tex. Bus. 3 (Business Court of Texas First Division 2026) · No. 25-BC01A-0022 · Decided January 26, 2026

SUMMARY

In this memorandum opinion and order under Texas Rule of Civil Procedure 166, the Texas Business Court, First Division, addresses claims arising from an alleged construction-business partnership and Urban Infraconstruction LLC. The court reaffirmed judgment for defendants on claims based on Quintero’s alleged LLC membership, held the alleged partnership agreement too indefinite to enforce, and ruled that certain fraud and unjust-enrichment claims were barred by limitations. The court also rejected defendants’ declaratory-judgment counterclaim as duplicative of their defenses, although the provided text ends before the discussion is complete.

CASE DETAILS

COURT	Business Court of Texas, First Division
WRITING FOR THE COURT	Andrea K. Bouressa
JURISDICTION	Business Court of Texas, First Division
DECIDED	January 26, 2026
DOCKET	25-BC01A-0022
DISPOSITION	other
PROCEDURAL POSTURE	Following a pretrial Rule 166(g) conference and briefing, the Business Court issued partial judgment as a matter of law, reconsidered and reaffirmed prior summary-judgment rulings, resolved certain claims and a counterclaim for declaratory relief, and left other claims pending for jury trial.
STANDARD OF REVIEW	Under Texas Rule of Civil Procedure 166(g), the court may decide legal issues before trial and may treat factual issues as legal questions when reasonable minds cannot differ. Judgment for a defending party is proper when there is no genuine issue of material fact and the party is entitled to judgment as a matter of law; it is improper if the claimant presents more than a scintilla of probative evidence raising a genuine issue of material fact.
PRECEDENTIAL VALUE	Published

PARTIES

Esteban Quintero, ATS Concrete Services, LLC v. Urban
Infraconstruction LLC, Anup Tamrakar

TOPICS

summary judgment

motion for reconsideration

limited liability companies

breach of contract

statute of limitations

PRACTICE AREAS

civil procedure

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QUESTIONS PRESENTED

1. Whether new evidence raised a genuine issue of material fact concerning Quintero's membership in Urban Infraconstruction LLC.
2. Whether Quintero's alleged oral Urban partnership agreement was sufficiently definite to be enforceable.
3. Whether plaintiffs' fraud claims relating to Urban LLC were barred by the statute of limitations and whether the discovery rule or fraudulent concealment extended the limitations period.
4. Whether plaintiffs' alternative unjust-enrichment claim was barred by limitations.
5. Whether defendants' declaratory-judgment counterclaim was impermissible because it merely mirrored or repackaged defenses to plaintiffs' claims.

HOLDINGS

1. Quintero was not a member of Urban LLC as a matter of law because he was not identified as an initial member, no company record reflected his admission, and the record contained no evidence that he was admitted with the required approval or consent.
2. The alleged Urban partnership agreement was unenforceable as a matter of law because the alleged promises concerning a ranch, school tuition, a house, and charitable donations were too indefinite for a court to determine the parties' legal obligations and liabilities.
3. Plaintiffs' fraud claims relating to Urban LLC were barred by the applicable four-year statute of limitations because Quintero knew or should have known of the alleged fraud no later than 2016, and neither the discovery rule nor fraudulent concealment extended limitations.
4. Plaintiffs' alternative unjust-enrichment claim relating to Urban LLC was barred by the applicable two-year limitations period because the relevant alleged injuries were known or should have been known more than two years before suit.
5. Defendants' declaratory-judgment counterclaim was impermissible because it merely mirrored or repackaged defenses to plaintiffs' claims and sought no affirmative relief or declaration having greater ramifications.

KEY QUOTATIONS

“a person who has become, and has not ceased to be, a member in the limited liability company as provided by its governing documents or [the Texas Business Organizations Code].” (2026 Tex. Bus. 3, at 6)

“If the agreement upon which the plaintiff relies is so indefinite as to make it impossible for the court to determine the legal obligations and liabilities of the parties, it is not an enforceable contract.” (2026 Tex. Bus. 3, at 15-16)

“A DJA counterclaim is permissible only if it has greater ramifications than the issues already before the court.” (2026 Tex. Bus. 3, at 23)

FACTUAL BACKGROUND

Quintero claimed that he, Anup Tamrakar, and Meliton Amador formed an oral general partnership to provide construction services, with equal ownership and profit sharing. Urban Infraconstruction LLC was formed in 2015, but its governing documents and company records did not identify Quintero as a member. Quintero deposited \$10,000 into an Urban LLC bank account and knew by 2016 that the entity had been formed, that Tamrakar was not performing some alleged promises, and that Quintero was not being treated as a partner or receiving expected information or profits. Plaintiffs also relied on alleged promises to provide a house, ranch, school tuition, and charitable donations, but those terms lacked definite amounts, sizes, or performance deadlines.

PROCEDURAL HISTORY

Plaintiffs sued defendants asserting claims based on an alleged partnership agreement, Quintero's claimed membership in Urban Infraconstruction LLC, fraud, unjust enrichment, and related theories. The court had previously granted partial summary judgment against claims based on Quintero's alleged LLC membership and certain fraud claims. After ordering Rule 166 briefing on legal issues susceptible to adjudication before trial, the court denied reconsideration of the membership ruling, granted judgment for defendants on additional claims, granted judgment for plaintiffs on defendants' declaratory-judgment counterclaim, and ruled that claims concerning ATS and a conversion counterclaim remained for jury trial.

DISPOSITION

other

CASES CITED

- JPMorgan Chase Bank, N.A. v. Orca Assets G.P., L.L.C., 546 S.W.3d 648, 653 (Tex. 2018)
- Walden v. Affiliated Computer Services, Inc., 97 S.W.3d 303, 322-23, 326 (Tex. App.—Houston [14th Dist.] 2003, pet. denied)
- City of Keller v. Wilson, 168 S.W.3d 802, 823 (Tex. 2005)
- Ford Motor Co. v. Ridgway, 135 S.W.3d 598, 600 (Tex. 2004)
- King Ranch, Inc. v. Chapman, 118 S.W.3d 742, 751 (Tex. 2003)
- Super Star International, LLC v. Fresh Tex Produce, LLC, 531 S.W.3d 829, 839 (Tex. App.—Corpus Christi-Edinburg 2017)

- Sohani v. Sunesara, 546 S.W.3d 393, 407-08 (Tex. App.—Houston [1st Dist.] 2018)
- Pike v. Texas EMC Management, LLC, 610 S.W.3d 763, 779-80 (Tex. 2020)
- Shin-Con Development Corp. v. I.P. Investments, Ltd., 270 S.W.3d 759, 765 (Tex. App.—Dallas 2008, pet. denied)
- T.O. Stanley Boot Co., Inc. v. Bank of El Paso, 847 S.W.2d 218, 221 (Tex. 1992)
- Searcy v. DDA, Inc., 201 S.W.3d 319, 322 (Tex. App.—Dallas 2006)
- Anderson v. Cocheu, 176 S.W.3d 685, 690 (Tex. App.—Dallas 2005)
- Hooks v. Samson Lone Star, Ltd. Partnership, 457 S.W.3d 52, 57-59 (Tex. 2015)
- Exxon Corp. v. Emerald Oil & Gas Co., L.C., 348 S.W.3d 194, 203, 209 (Tex. 2011)
- Valdez v. Hollenbeck, 465 S.W.3d 217, 229-30 (Tex. 2015)
- Elledge v. Friberg-Cooper Water Supply Corp., 240 S.W.3d 869, 870 (Tex. 2007)
- Heldenfels Brothers, Inc. v. City of Corpus Christi, 832 S.W.2d 39, 41 (Tex. 1992)
- CRS Mechanical v. Norfolk Cold Storage, 2025 Tex. Bus. 46, ¶¶ 9-10 (8th Div.) (mem. op.)

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