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LEVECKE CORPORATION

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF RIVERSIDE**

11 LEVECKE CORPORATION, a California
corporation,

12 Plaintiff,

13 v.

14 LSG VODKA LLC, a Texas limited liability
company d/b/a REAL GOOD SPIRITS LLC;
15 LSG SPIRITS LLC, a Texas limited liability
company d/b/a REAL GOOD SPIRITS LLC;
16 REAL GOOD SPIRITS HOLDINGS, INC., a
Delaware corporation; W. SCOTT MURRAY.
17 aka SCOTT MURRAY, an individual; and
18 DOES 1 through 10, inclusive,

19 Defendants.

Case No. **CVRI 2300435**

COMPLAINT FOR:

**(1) BREACH OF WRITTEN CONTRACT;
(2) BREACH OF ORAL CONTRACT;
(3) GOODS SOLD AND DELIVERED;
(4) ACCOUNT STATED;
(5) OPEN BOOK ACCOUNT;
(6) MONEY HAD AND RECEIVED;
(7) QUANTUM MERUIT; AND
(8) PROMISE WITHOUT INTENT TO
PERFORM/FRAUD IN THE
INDUCEMENT**

Date: TBD
Time: TBD

Trial Date: None Set

21
22 Plaintiff LeVecke Corporation, a California corporation ("Plaintiff"), alleges as follows:

23 **GENERAL ALLEGATIONS**

24 1. Plaintiff is, and at all relevant times was, a California corporation, with its principal
25 place of business in Mira Loma, California, and authorized to do business in California.

26 2. Plaintiff is, and at all relevant times was, a global producer of wine, beer, and
27 spirits, recognized as among the highest-volume distilled spirits providers in the United States.

28 Among other things, Plaintiff provides brand representation, develops targeted marketing

1 strategies through analysis of product segmentation, market conditions, consumer behavior, and
2 geography, manufactures private label products for retailers, and offers high capacity direct-to-
3 retail distribution from centrally located supply centers. Plaintiff's business includes
4 manufacturing private label products for retailers, as well as co-packing services for brand owners.

5 3. Plaintiff is informed and believes, and based thereon alleges, that defendant LSG
6 VODKA LLC is, and/or at all relevant times was, a Texas limited liability company, doing
7 business as REAL GOOD SPIRITS LLC and/or currently or formerly also doing business as
8 Perspectv Distilling Company ("LSG Vodka"). Plaintiff is further informed and believes, and
9 based thereon alleges, that LSG Vodka is, or at all relevant times was, licensed to do business in
10 California, engaged in business in California, and/or otherwise availed itself of the benefits and
11 jurisdiction of California, including, but not necessarily limited to, through contracting for the
12 purchase, delivery, storing, and potential sale, of products in California. Plaintiff is further
13 informed and believes, and based thereon alleges, that LSG Vodka currently is listed as a forfeited
14 entity with the Texas Secretary of State. At all relevant times, LSG Vodka was a commercial
15 customer of Plaintiff.

16 4. Plaintiff is informed and believes, and based thereon alleges, that defendant LSG
17 SPIRITS LLC is, and/or at all relevant times was, a Texas limited liability company, doing
18 business as REAL GOOD SPIRITS LLC and/or currently or formerly also doing business as
19 Perspectv Distilling Company ("LSG Spirits"). Plaintiff is further informed and believes, and
20 based thereon alleges, that LSG Spirits is, or at all relevant times was, licensed to do business in
21 California, engaged in business in California, and/or otherwise availed itself of the benefits and
22 jurisdiction of California, including, but not necessarily limited to, through contracting for the
23 purchase, delivery, storing, and the potential sale, of products in California. At all relevant times,
24 LSG Spirits was a commercial customer of Plaintiff.

25 5. Plaintiff is informed and believes, and based thereon alleges, that defendant REAL
26 GOOD SPIRITS HOLDINGS INC. is, and/or at all relevant times was, a Delaware corporation,
27 doing business as REAL GOOD SPIRITS LLC and/or currently or formerly also doing business
28 as Perspectv Distilling Company ("Holdings"). Plaintiff is further informed and believes, and

1 based thereon alleges, that Holdings is, or at all relevant times was, licensed to do business in
2 California, engaged in business in California, and/or otherwise availed itself of the benefits and
3 jurisdiction of California, including, but not necessarily limited to, through contracting for the
4 purchase, delivery, storing, and the potential sale, of products in California. At all relevant times,
5 Holdings was a commercial customer of Plaintiff.

6 6. Plaintiff is informed and believes, and based thereon alleges, that Defendant W.
7 SCOTT MURRAY, aka SCOTT MURRAY (“Murray”), is an individual, and is, or at all relevant
8 times was, the principal of, and directly or indirectly owned all, or the majority, of the equity
9 interests in, each of LSG Vodka, LSG Spirits, and Holdings. Plaintiff is further informed and
10 believes, and based thereon alleges, that Murray is, or at all relevant times was, the Chief
11 Executive Officer of each of LSG Vodka, LSG Spirits, and Holdings, and otherwise maintained
12 complete control over such entities.

13 7. Defendant DOES 1 through 10 (the “Doe Defendants”, and collectively with LSG
14 Vodka, LSG Spirits, Holdings, and Murray, “Defendants”) are sued herein under said fictitious
15 names. Their true names and capacities are unknown to Plaintiff. When their true names and
16 capacities are ascertained, Plaintiff will amend this Complaint by inserting their true names and
17 capacities. Plaintiff is informed and believes, and based thereon alleges, that the Doe Defendants,
18 and each of them, are in some manner responsible and liable for the acts alleged herein.

19 8. Plaintiff is informed and believes, and based thereon alleges, that, at all relevant
20 times, LSG Vodka, LSG Spirits, and Holdings were alter egos of one another, with common
21 ownership, management, and control. Plaintiff is further informed and believes, and based thereon
22 alleges, that, at all relevant times, each of LSG Vodka, LSK Spirits, and Holdings was
23 undercapitalized, its corporate formalities were not honored or observed, and that Murray and the
24 Doe Defendants, and each of them, utilized the identity and assets of each of LSG Vodka, LSG
25 Spirits, and Holdings for their personal benefit such that each of LSG Vodka, LSG Spirits, and
26 Holdings was a mere shell and the alter ego of Murray and the Doe Defendants, and each of them,
27 so as to render Murray and the Doe Defendants, and each of them, personally liable for the debts
28 and obligations of each of LSG Vodka, LSG Spirits, and Holdings, including, but not limited to,

1 on account of the causes of action, debts, obligations, liabilities, and damages to Plaintiff alleged
2 herein.

3 9. The acts, events, contracts, and/or breaches of contract alleged herein occurred
4 within this Court's jurisdiction, consent to jurisdiction was given, and/or sufficient grounds exist
5 to vest this Court with both *in rem* and *in personam* jurisdiction over each Defendant.

6 **FIRST CAUSE OF ACTION**

7 **(Breach of Written Contract Against All Defendants)**

8 10. Plaintiff realleges and incorporates herein by reference each and every allegation
9 contained in paragraphs 1 through 9 above as set forth in full.

10 11. Between in or about June 2022 and August 2022, Defendants and Plaintiff entered
11 into written contracts for the production, packaging, and sale to and for the benefit of Defendants
12 of various vodka products, and the procurement of related labels (the "Written Contracts"). True
13 and correct copies of documents that, without limitation to other and further proof, comprise or
14 otherwise represent or reflect, the Written Contracts, which include, but are not limited to, that
15 certain Production Agreement dated June 2, 2022 (the "Production Agreement"), purchase orders,
16 and related invoices, are attached hereto, collectively, as Exhibit 1 and incorporated herein by this
17 reference.

18 12. During this time, pursuant to the Written Contracts, Plaintiff produced, packaged,
19 sold, shipped, and delivered to Defendants such vodka products, and in connection therewith
20 procured necessary labels, for no less than 4,730 cases of 750 ml commercial standard round glass
21 bottles containing vodka (collectively, the "Vodka Products") and associated labels for
22 Defendants' then-current production run, as well as a then-contemplated future 35,000-case
23 production run (collectively, the "Production Runs"). Plaintiff purchased labels for the Production
24 Runs from a third party labeling company (collectively, the "Labels," and together with the Vodka
25 Products, the "Goods"), performed all the other services and actions described herein, for the
26 benefit of and at Defendants' request, and based on Defendants' specifications. As a result,
27 Defendants became indebted to Plaintiff in the principal amount of no less than \$320,384.15, less
28 a recent \$1,000 token payment (the "Principal Debt"), comprised of the principal sum of

1 \$239,449.15 for the Vodka Products and \$80,935.00 for the cost and lost profits for the Labels.

2 13. Plaintiff is informed and believes, and based thereon alleges, that it performed all
3 conditions, covenants, and promises under the Written Contracts it was required to perform
4 thereunder, and otherwise complied with the Written Contracts in all respects, and produced,
5 packaged, procured, sold, shipped, and delivered to Defendants all Goods needed to be shipped
6 and delivered, in full accordance and compliance with all requests and specifications of
7 Defendants. Plaintiff made demand for payment for the Goods and related services.

8 14. The Principal Debt, less the recent \$1,000 token payment, is and remains
9 immediately due and payable in full. Despite Plaintiff's repeated demands for payment, as well as
10 Defendants' repeated promises, representations, and assurances that payment was forthcoming,
11 other than a \$1,000 token payment, Defendants have failed and refused, and continue to fail and
12 refuse, to make any payment to Plaintiff on account of the Principal Debt.

13 15. On or about December 13, 2022, Plaintiff made further written demand of
14 Defendants for payment of the Principal Debt (together with interest at the legal rate). A true and
15 correct copy of Plaintiff's December 13, 2022, demand letter to Defendants is attached hereto as
16 Exhibit 2 and incorporated herein by this reference. Defendants failed to contest the Principal
17 Debt, or any portion thereof, and, in acknowledging and conceding such debt, promised,
18 represented, and assured that payment in full was forthcoming and would be made to Plaintiff no
19 later than on or about December 26, 2022 (although the Principal Debt already was over 90 days
20 overdue).

21 16. Notwithstanding the foregoing demands, concessions, promises, representations,
22 and assurances of payment, other than a \$1,000 token payment, Defendants have failed and
23 refused, and continue to fail and refuse, to pay the Principal Debt, or any portion thereof.
24 Defendants' failure and refusal to pay the Principal Debt constitutes a breach of the Written
25 Contracts.

26 17. As a result of Defendants' breach of the Written Contracts, Plaintiff has been
27 forced to retain counsel and to incur, and continues to incur, attorneys' fees and costs to recover
28 payment of the Principal Debt and to otherwise enforce the Production Agreement and other

1 agreements that comprise the Written Contracts. Paragraph 14.12 of the Production Agreement
2 states, in part, that if action is instituted to enforce the terms of that agreement, the prevailing party
3 is entitled to an award of attorneys' fees and costs.

4 18. As a result of Defendants' breach of the Written Contracts, Plaintiff has been
5 damaged in the amount of no less than the Principal Debt, less the \$1,000 token payment, plus
6 additional interest, late charges, costs, attorneys' fees and expenses, and other damages according
7 to proof, and there is now due, owing, and unpaid from Defendants to Plaintiff the sum equal to no
8 less than the Principal Debt, plus additional interest, late charges, costs, attorneys' fees and
9 expenses, and other damages according to proof.

10 **SECOND CAUSE OF ACTION**

11 **(Breach of Oral Contract Against All Defendants)**

12 19. Plaintiff realleges and incorporates herein by reference each and every allegation
13 contained in paragraphs 1 through 9 above as set forth in full.

14 20. Between in or about June 2022 and August 2022, Defendants and Plaintiff entered
15 into oral contracts for the production, packaging, and sale to, and for the benefit of, Defendants of
16 various vodka products, and the procurement of related labels (the "Oral Contracts").

17 21. During this time, pursuant to the Oral Contracts, Plaintiff produced, packaged, sold,
18 shipped, and delivered to Defendants the Vodka Products and procured the necessary Labels for
19 Defendants, all at Defendants' requests and based on Defendants' specifications. As a result,
20 Defendants became indebted to Plaintiff in the principal amount of no less than \$320,384.15, less
21 a recent \$1,000 token payment, comprised of the principal sum of \$239,449.15 for the Vodka
22 Products and \$80,935.00 for the cost and lost profits for the Labels.

23 22. Plaintiff is informed and believes, and based thereon alleges, that it performed all
24 conditions, covenants, and promises under the Oral Contracts it was required perform thereunder,
25 and otherwise complied with the Oral Contracts in all respects, and produced, packaged, procured,
26 sold, shipped, and delivered to Defendants all Goods that need to be shipped and delivered in full
27 accordance and compliance with all requests and specifications of Defendants. Plaintiff made
28 demand for payment for the Goods and related services.

1 23. The Principal Debt, less the recent \$1,000 token payment, is and remains
2 immediately due and payable in full. Despite Plaintiff's repeated demands for payment, as well as
3 Defendants' repeated promises, representations, and assurances that payment was forthcoming,
4 other than a \$1,000 token payment, Defendants have failed and refused, and continue to fail and
5 refuse, to make any payment to Plaintiff on account of the Principal Debt.

6 24. On or about December 13, 2022, Plaintiff made further written demand of
7 Defendants for payment of the Principal Debt (together with interest at the legal rate). A true and
8 correct copy of Plaintiff's December 13, 2022, demand letter to Defendants is attached hereto as
9 Exhibit 2 and incorporated herein by this reference. Defendants failed to contest the Principal
10 Debt, or any portion thereof, and, in acknowledging and conceding such debt, promised,
11 represented, and assured that payment in full was forthcoming and would be made to Plaintiff no
12 later than on or about December 26, 2022 (although the Principal Debt already was over 90 days
13 overdue).

14 25. Notwithstanding the foregoing demands, concessions, promises, representations,
15 and assurances of payment, other than a \$1,000 token payment, Defendants have failed and
16 refused, and continue to fail and refuse, to pay the Principal Debt, or any portion thereof.
17 Defendants' failure and refusal to pay the Principal Debt constitutes a breach of the Oral
18 Contracts.

19 26. As a result of Defendants' breach of the Oral Contracts, Plaintiff has been forced to
20 retain counsel and to incur, and continues to incur, attorneys' fees and costs to recover payment of
21 the Principal Debt and to otherwise enforce the Oral Contracts.

22 27. As a result of Defendants' breach of the Oral Contracts, Plaintiff has been damaged
23 in the amount of no less than the Principal Debt, plus additional interest, late charges, costs,
24 attorneys' fees and expenses, and other damages according to proof, and there is now due, owing,
25 and unpaid from Defendants to Plaintiff the sum equal to no less than the Principal Debt, less the
26 \$1,000 token payment plus additional interest, late charges, costs, attorneys' fees and expenses,
27 and other damages according to proof.

1 **THIRD CAUSE OF ACTION**

2 **(Goods Sold And Delivered Against All Defendants)**

3 28. Plaintiff realleges and incorporates herein by reference each and every allegations
4 contained in paragraphs 1 through 27 above as set forth in full.

5 29. Between in or about June 2022 and August 2022, Defendants became indebted to
6 Plaintiff in the principal amount of no less than the amount of the Principal Debt on account of the
7 Goods sold and delivered to Defendants. True and correct copies of documents that, without
8 limitation to other and further proof, comprise or otherwise represent or reflect, the sale and
9 delivery of Goods to Defendants and the Principal Debt, or any portion thereof, are attached
10 hereto, collectively, as Exhibit 1 and incorporated herein by this reference.

11 30. The Principal Debt, less a recent \$1,000 token payment, is and remains
12 immediately due and payable in full. Despite Plaintiff's repeated demands for payment, as well as
13 Defendants' repeated promises, representations, and assurances that payment was forthcoming,
14 other than a \$1,000 token payment, Defendants have failed and refused, and continue to fail and
15 refuse, to make any payment to Plaintiff on account of the Principal Debt.

16 31. On or about December 13, 2022, Plaintiff made further written demand of
17 Defendants for payment of the Principal Debt (together with interest at the legal rate). A true and
18 correct copy of Plaintiff's December 13, 2022, demand letter to Defendants is attached hereto as
19 Exhibit 2 and incorporated herein by this reference. Defendants failed to contest the Principal
20 Debt, or any portion thereof, and, in acknowledging and conceding such debt, promised,
21 represented, and assured that payment in full was forthcoming and would be made to Plaintiff no
22 later than on or about December 26, 2022 (although the Principal Debt already was over 90 days
23 overdue).

24 32. Notwithstanding the foregoing demands, concessions, promises, representations,
25 and assurances of payment, other than a \$1,000 token payment, Defendants have failed and
26 refused, and continue to fail and refuse, to pay the Principal Debt, or any portion thereof.

27 33. As a result of Defendants' failure and refusal to pay the Principal Debt, Plaintiff
28 has been forced to retain counsel and to incur, and continues to incur, attorneys' fees and costs to

1 payment in full was forthcoming and would be made to Plaintiff no later than on or about
2 December 26, 2022 (although the Account Stated already was over 90 days overdue).

3 40. Notwithstanding the foregoing demands, concessions, promises, representations,
4 and assurances of payment, other than a \$1,000 token payment, Defendants have failed and
5 refused, and continue to fail and refuse, to pay the Principal Debt on the Account Stated, or any
6 portion thereof.

7 41. As a result of Defendants' failure and refusal to pay the Principal Debt on the
8 Account Stated, Plaintiff has been forced to retain counsel and to incur, and continues to incur,
9 attorneys' fees and costs to recover payment of the Principal Debt on the Account Stated.

10 42. As a result of Defendants' failure and refusal to pay the Principal Debt on the
11 Account Stated, Plaintiff has been damaged in the amount of no less than the Principal Debt, plus
12 additional interest, late charges, costs, attorneys' fees and expenses, and other damages according
13 to proof, and there is now due, owing, and unpaid from Defendants to Plaintiff the sum equal to no
14 less than the Principal Debt, less the \$1,000 token payment, plus additional interest, late charges,
15 costs, attorneys' fees and expenses, and other damages according to proof.

16 **FIFTH CAUSE OF ACTION**

17 **(Open Book Account Against All Defendants)**

18 43. Plaintiff realleges and incorporates herein by reference each and every allegations
19 contained in paragraphs 1 through 42 above as set forth in full.

20 44. Between in or about June 2022 and August 2022, Defendants became indebted to
21 Plaintiff on an open book account in the sum of no less than the Principal Debt.

22 45. Without limitation to other and further proof, attached hereto, collectively, as
23 Exhibit 1, and incorporated herein by this reference, are true and correct copies of documents
24 evidencing the Principal Debt, or any portion thereof, on the open book account.

25 46. The Principal Debt on the open book account, less a recent \$1,000 token payment,
26 is and remains immediately due and payable in full. Despite Plaintiff's repeated demands for
27 payment, as well as Defendants' repeated promises, representations, and assurances that payment
28 was forthcoming, other than a \$1,000 token payment, Defendants have failed and refused, and

1 continue to fail and refuse, to make any payment to Plaintiff on such open book account.

2 47. On or about December 13, 2022, Plaintiff made further written demand of
3 Defendants for payment on such open book account. A true and correct copy of Plaintiff's
4 December 13, 2022, demand letter to Defendants is attached hereto as Exhibit 2 and incorporated
5 herein by this reference. Defendants failed to contest such open book account, or any portion
6 thereof, and, in acknowledging and conceding such open book account, promised, represented,
7 and assured that payment in full was forthcoming and would be made to Plaintiff no later than on
8 or about December 26, 2022 (although the amount on the open book account already was over 90
9 days overdue).

10 48. Notwithstanding the foregoing demands, concessions, promises, representations,
11 and assurances of payment, other than a \$1,000 token payment, Defendants have failed and
12 refused, and continue to fail and refuse, to pay the Principal Debt on the open book account, or
13 any portion thereof.

14 49. As a result of Defendants' failure and refusal to pay the Principal Debt on the open
15 book account, Plaintiff has been forced to retain counsel and to incur, and continues to incur,
16 attorneys' fees and costs to recover payment of the Principal Debt on the open book account.

17 50. As a result of Defendants' failure and refusal to pay the Principal Debt on the open
18 book account, Plaintiff has been damaged in the amount of no less than the Principal Debt, plus
19 additional interest, late charges, costs, attorneys' fees and expenses, and other damages according
20 to proof, and there is now due, owing, and unpaid from Defendants to Plaintiff the sum equal to no
21 less than the Principal Debt, less the recent \$1,000 token payment, plus additional interest, late
22 charges, costs, attorneys' fees and expenses, and other damages according to proof.

23 **SIXTH CAUSE OF ACTION**

24 **(Money Had And Received Against All Defendants)**

25 51. Plaintiff realleges and incorporates herein by reference each and every allegations
26 contained in paragraphs 1 through 50 above as set forth in full.

27 52. Between in or about June 2022 and August 2022, Defendants became indebted to
28 Plaintiff for money had and received in the sum of no less than the Principal Debt.

1 53. Without limitation to other and further proof, attached hereto, collectively, as
2 Exhibit 1, and incorporated herein by this reference, are true and correct copies of documents
3 evidencing the Principal Debt, or any portion thereof, and that money was had and received.

4 54. The Principal Debt for money had and received, less a recent \$1,000 token
5 payment, is and remains immediately due and payable in full. Despite Plaintiff's repeated
6 demands for payment, as well as Defendants' repeated promises, representations, and assurances
7 that payment was forthcoming, other than a \$1,000 token payment, Defendants have failed and
8 refused, and continue to fail and refuse, to make any payment to Plaintiff for the money had and
9 received.

10 55. On or about December 13, 2022, Plaintiff made further written demand of
11 Defendants for payment of the Principal Debt for the money had and received. A true and correct
12 copy of Plaintiff's December 13, 2022, demand letter to Defendants is attached hereto as Exhibit 2
13 and incorporated herein by this reference. Defendants failed to contest that such money was had
14 and received, or any portion thereof, and, in acknowledging and conceding such money had and
15 received, promised, represented, and assured that payment in full was forthcoming and would be
16 made to Plaintiff no later than on or about December 26, 2022 (although the amount of money had
17 and received already was over 90 days overdue).

18 56. Notwithstanding the foregoing demands, concessions, promises, representations,
19 and assurances of payment, other than a \$1,000 token payment, Defendants have failed and
20 refused, and continue to fail and refuse, to pay the money had and received, or any portion thereof.

21 57. As a result of Defendants' failure and refusal to pay on the money had and
22 received, Plaintiff has been forced to retain counsel and to incur, and continues to incur, attorneys'
23 fees and costs to recover payment of the money had and received.

24 58. As a result of Defendants' failure and refusal to pay the money had and received,
25 Plaintiff has been damaged in the amount of no less than the Principal Debt, plus additional
26 interest, late charges, costs, attorneys' fees and expenses, and other damages according to proof,
27 and there is now due, owing, and unpaid from Defendants to Plaintiff the sum equal to no less than
28 the Principal Debt, less the recent \$1,000 token payment, plus additional interest, late charges,

costs, attorneys' fees and expenses, and other damages according to proof.

SEVENTH CAUSE OF ACTION

(Quantum Meruit Against All Defendants)

59. Plaintiff realleges and incorporates herein by reference each and every allegations contained in paragraphs 1 through 58 above as set forth in full.

60. As set forth above, Plaintiff has performed valuable services, provided valuable goods, and incurred considerable expenses for the benefit, and at the specific request (directly and/or indirectly), of Defendants, and each of them, who received considerable value and benefit therefrom, including without limitation to other and further proof, the value added to their business or businesses.

61. Without limitation to other and further proof, attached hereto, collectively, as Exhibit 1, and incorporated herein by this reference, are true and correct copies of documents establishing and evidencing the reasonable value of such services and goods, or any portion thereof.

62. Defendants have yet to fully compensate Plaintiff for such valuable services and goods, and based thereon it would be inequitable for Defendants to retain the stated benefit, and enjoy the stated value, without providing just payment to Plaintiff for such valuable services and goods.

63. As a direct and proximate result of the acts of Defendants as set forth above, Plaintiff has been damaged in the amount of no less than the Principal Debt, less the recent \$1,000 token payment, plus additional interest, late charges, costs, attorneys' fees and expenses, and other damages according to proof.

EIGHTH CAUSE OF ACTION

(Promise Without Intent to Perform Against All Defendants)

64. Plaintiff realleges and incorporates herein by reference each and every allegations contained in paragraphs 1 through 63 above as set forth in full.

65. Between in or about June 2022 and August 2022, Defendants requested and authorized Plaintiff to perform valuable services, provide valuable goods, and incur considerable

1 expenses for the benefit, and at the specific request (directly and/or indirectly), of Defendants, and
2 each of them, who received considerable value and benefit therefrom, and, thereby promised to
3 pay Plaintiff for the Goods in the sum of no less than the Principal Debt.

4 66. Without limitation to other and further proof, attached hereto, collectively, as
5 Exhibit 1, and incorporated herein by this reference, are true and correct copies of documents
6 establishing and evidencing that valuable goods and services were provided, and that such requests
7 and promises were made.

8 67. Defendants' promises to pay for the Goods were material to Plaintiff's decision to
9 actually produce, package, procure, sell, ship, and deliver the Goods, and to otherwise perform at
10 Defendants' requests.

11 68. Plaintiff is informed and believes, and based thereon alleges, that Defendants were
12 fully aware that their promises were material to Plaintiff's decision to perform and continue to
13 perform as set forth above. Plaintiff is further informed and believes, and based thereon alleges,
14 that Defendants' promises were made with intent to defraud and induce Plaintiff to perform and
15 continue to perform as set forth above. At the time Plaintiff performed upon such promises,
16 Plaintiff was unaware, and could not reasonably have been aware, of Defendants' intent not to pay
17 based on such promises. Plaintiff acted in justifiable reliance upon such promises.

18 69. The Principal Debt, less a recent \$1,000 token payment, is and remains
19 immediately due and payable in full. Because of Plaintiff's justifiable reliance on Defendants'
20 conduct, Plaintiff has been damaged in the amount of no less than the Principal Debt, plus
21 additional interest, late charges, costs, attorneys' fees and expenses, and other damages according
22 to proof, and there is now due, owing, and unpaid from Defendants to Plaintiff the sum equal to no
23 less than the Principal Debt, less the \$1,000 token payment, plus additional interest, late charges,
24 costs, attorneys' fees and expenses, and other damages according to proof.

25 70. The token \$1,000 payment made by Defendants in December 2022 was not a
26 partial payment on the Principal Debt, but was instead part of Defendants' scheme to delay and
27 defraud Plaintiff with the design to postpone action by Plaintiff to collect the Principal Debt.

28 71. Plaintiff is informed and believes, and based thereon alleges, that the actions

1 alleged above were done with malice, oppression, and/or willful disregard for the rights of
2 Plaintiff, were fraudulent, and were undertaken by Defendants with an intent to injure Plaintiff,
3 and for Defendants' personal gain, and that such actions constitute despicable conduct that entitles
4 Plaintiff to punitive and exemplary damages in the sum to be set by the Court.

5 **PRAYER FOR RELIEF**

6 **WHEREFORE**, Plaintiff respectfully prays for judgment against Defendants:

7 **ON THE FIRST CAUSE OF ACTION:**

8 1. for an amount equal to no less than the Principal Debt, less the \$1,000 token
9 payment, plus additional interest, late charges, costs, attorneys' fees and expenses, and other
10 damages through the date of entry of judgment according to proof;

11 2. for additional general damages according to proof;

12 3. for consequential damages according to proof; and

13 4. for special damages according to proof;

14 **ON THE SECOND CAUSE OF ACTION:**

15 5. for an amount equal to no less than the Principal Debt, less the \$1,000 token
16 payment, plus additional interest, late charges, costs, attorneys' fees and expenses, and other
17 damages through the date of entry of judgment according to proof;

18 6. for additional general damages according to proof;

19 7. for consequential damages according to proof; and

20 8. for special damages according to proof;

21 **ON THE THIRD CAUSE OF ACTION:**

22 9. for an amount equal to no less than the Principal Debt, less the \$1,000 token
23 payment, plus additional interest, late charges, costs, attorneys' fees and expenses, and other
24 damages through the date of entry of judgment according to proof, or, alternatively, for the
25 reasonable value of the Goods provided and expenses incurred by Plaintiff for the benefit of
26 Defendants in a fair and equitable amount established according to proof, together with interest at
27 the legal rate from the date the Goods were sold and delivered through the date of entry of
28 judgment herein;

1 10. for other or further fair and equitable relief according to proof;

2 **ON THE FOURTH CAUSE OF ACTION:**

3 11. for an amount equal to no less than the Principal Debt, less the \$1,000 token
4 payment, plus additional interest, late charges, costs, attorneys' fees and expenses, and other
5 damages through the date of entry of judgment according to proof;

6 12. for additional general damages according to proof;

7 13. for consequential damages according to proof; and

8 14. for special damages according to proof;

9 **ON THE FIFTH CAUSE OF ACTION:**

10 15. for an amount equal to no less than the Principal Debt, less the \$1,000 token
11 payment, plus additional interest, late charges, costs, attorneys' fees and expenses, and other
12 damages through the date of entry of judgment according to proof;

13 16. for additional general damages according to proof;

14 17. for consequential damages according to proof; and

15 18. for special damages according to proof;

16 **ON THE SIXTH CAUSE OF ACTION:**

17 19. for an amount equal to no less than the Principal Debt, less the \$1,000 token
18 payment, plus additional interest, late charges, costs, attorneys' fees and expenses, and other
19 damages through the date of entry of judgment according to proof;

20 20. for additional general damages according to proof;

21 21. for consequential damages according to proof; and

22 22. for special damages according to proof;

23 **ON THE SEVENTH CAUSE OF ACTION:**

24 23. for an amount equal to no less than the Principal Debt, less the \$1,000 token
25 payment, plus additional interest, late charges, costs, attorneys' fees and expenses, and other
26 damages through the date of entry of judgment according to proof, or, alternatively, for the
27 reasonable value of the goods and services provided and expenses incurred by Plaintiff for the
28 benefit of Defendants in a fair and equitable amount established according to proof, together with

1 interest at the legal rate from the date such goods and services were provided through the date of
2 entry of judgment herein;

3 24. for other or further fair and equitable relief according to proof;

4 **ON THE EIGHTH CAUSE OF ACTION:**

5 25. for an amount equal to no less than the Principal Debt, less the \$1,000 token
6 payment, plus additional interest, late charges, costs, attorneys' fees and expenses, and other
7 damages through the date of entry of judgment according to proof;

8 26. for punitive damages in the sum to be set by the Court;

9 27. for exemplary damages in the sum to be set by the Court;

10 **ON ALL CLAIMS FOR RELIEF:**

11 28. for costs of suit incurred herein;

12 29. for reasonable attorneys' fees and costs; and

13 30. for such other and further relief in favor of Plaintiff as is proper.

14 Dated: January 19, 2023

GREENSPOON MARDER LLP

15
16 By: 

Alan G. Tippie

Asa S. Hami

Steve Burnell

Attorneys for Plaintiff

LEVECKE CORPORATION

EXHIBIT 1

PRODUCTION AGREEMENT

This Production Agreement, dated 6/2/2022, is entered into by LSG Vodka LLC, a Texas limited liability company d/b/a Real Good Spirits LLC (“Customer”), and LeVecke Corporation, a California corporation (“LeVecke”).

Recitals

A. LeVecke is engaged in the business of manufacturing and packaging various types of liquors and other beverages.

B. Customer is engaged in the business of marketing and selling various types of liquors and other beverages.

C. Customer and LeVecke desire that Customer purchase from LeVecke, and LeVecke sell to Customer, upon and subject to the terms and conditions set forth in this Agreement, certain Products (as defined below) ordered from time to time by Customer.

Agreement

In consideration of the foregoing recitals and the mutual covenants set forth in this Agreement, Customer and LeVecke agree as follows:

1. Definitions.

As used in this Agreement, the following terms shall have the following meanings:

1.1 Affiliate. “Affiliate”, when used with reference to a specified Person, shall mean (a) the natural person in ultimate control of such Person; and (b) any Person directly or indirectly controlling, controlled by or under common control with such Person.

1.2 Benchmark Sample. “Benchmark Sample” shall have the meaning stated in Section 6.1 below.

1.3 Customer Intellectual Property. “Customer Intellectual Property” shall mean all trademarks, trade names, copyrights, trade dress, label designs, bottle designs, formulas and other intellectual property rights and information provided by Customer to LeVecke for use by LeVecke in connection with the performance of its obligations under this Agreement.

1.4 Person. “Person” shall mean any individual, partnership, joint venture, corporation, trust, unincorporated organization, or other entity.

1.5 Product. “Product” shall mean the products identified on Exhibit A attached to this Agreement (with each size or type of beverage variety being considered a separate Product).

1.6 Products Liability Action. “Products Liability Action” shall mean any legal action brought against any party to this Agreement that asserts that any Product purchased and sold pursuant to this Agreement caused personal injury, death and/or property damage.

2. Purchase and Sale of Products.

2.1 Sale of Products by LeVecke. During the term of this Agreement, LeVecke shall produce, package and sell to Customer, upon and subject to the terms and conditions set forth in this Agreement, such quantities of each of the Products as Customer may order from time to time.

2.2 Order Procedure. Purchase orders for quantities of the Products purchased under this Agreement will be placed by Customer by means of firm purchase orders delivered to LeVecke, each of which shall reference this Agreement.

2.3 Shipments. All Products purchased by Customer under this Agreement shall be shipped at the time or times and to the place or places specified by Customer in the applicable purchase order. All Finished Case Goods produced by LeVecke are to be shipped to a warehouse of the Customer’s choosing within 7 days of production. All freight and shipments are the responsibility of the Customer and shall be FOB from a LeVecke designated facility in California.

2.4 Product Storage and Freight. Storage and freight for all components supplied by Customer and finished goods stored at LeVecke facilities will be billed to and paid by Customer at the rate of \$0.40 per case per month (prorated for any partial month). In the event that customer components, or finished goods must be stored at a 3rd party warehouse chosen by LeVecke, Customer will be billed at cost. Billing will be open book and copies of all storage and freight invoices will be provided as backup to all invoices. Invoices for storage and freight will be paid by Customer within fifteen (15) days following Customer’s receipt of the same.

2.5 Minimum Order Quantities. For all orders, the minimum order quantity of each Product shall be three thousand five hundred (3,500) cases per day and fifty thousand (50,000) cases per year (as measured from the start date of this Agreement), depending on size and type. Items such as pre-printed cans, custom, or contract labeled bottles may be subject to their own third-party contract or manufacturer minimum order quantities.

2.6 Terms of Payment. The Customer will pay for each purchase order (including all Federal Tax) within 15 days of each production run.

2.7 Taxes. Customer will be solely responsible for, and will pay to LeVecke, all federal excise taxes applicable to the production and sale of Products under this Agreement. Federal excise taxes are included in the pricing listed on Exhibit A.

3. Materials.

3.1 Materials Quality. Should any materials or ingredients be supplied by Customer those materials shall meet the quality control criteria and other specifications of LeVecke. LeVecke shall have the right to refuse any reasonably unacceptable suppliers, materials, ingredients, quantities, or delivery times. Notwithstanding the previous sentences, LeVecke shall not be responsible for the quality of any materials or ingredients supplied by Customer, even though those materials may have been previously examined and accepted by LeVecke or come from an approved vendor. LeVecke shall have the right to charge for additional labor or down time caused by materials not meeting LeVecke's quality control criteria or other specifications.

3.2 Export Labels. All export labels shall meet BATF export label requirements. LeVecke shall have no responsibility whatsoever for the adequacy of such labels under foreign law, and Customer shall be fully responsible for insuring such adequacy, and for any additional liabilities or costs arising from any deficiency of such labels under such foreign law.

4. Forecast and Prices.

4.1 Customer Forecast. Customer shall provide to LeVecke an annual forecast by November 30th of each calendar year. LeVecke may request an updated forecast from time to time at its discretion.

4.2 Prices. Based on and in reliance upon the Forecast, Customer and LeVecke agree that the initial prices that Customer will pay to LeVecke for the Products purchased under this Agreement shall be an amount equal to the costs of any LeVecke provided ingredients, materials, and taxes, plus a packaging fee determined in accordance with Exhibit A attached to this agreement. In the event LeVecke's production, components, or tax costs for the Products increase or decrease, prices for the Products shall be subject to change from time to time not less than thirty (30) days after written notice and an opportunity to terminate this Agreement is given by LeVecke to Customer. All orders placed by Customer after the expiration of the thirty (30) day notice period referred above shall be at the new price specified in the price change notice.

Customer acknowledges and agrees that this packaging fee and pricing is based on the Forecast, and that if Customer's orders are less than the Forecast (a "shortfall"), LeVecke may, at its option, change the packaging fee upon not less than thirty (30) days written notice to Customer.

Additionally, Customer accepts and agrees that if any components used for Customer's Products are determined to be slow or non-moving, for any reason (provided that LeVecke has procured components according to Customer's forecast of Finished Case Goods), including termination of

this Agreement, all liability and responsibility for cost, storage, freight, displacement and destruction of said components shall be the responsibility of the Customer. LeVecke shall use commercially reasonable efforts to reuse (and not to charge Customer for the cost, storage, freight, displacement and destruction of) components that can be reused in LeVecke's other operations.

5. Period of Agreement.

Subject to earlier termination or renewal as provided below, the initial term of this Agreement shall commence on the date of this Agreement and shall terminate on the day immediately preceding the fourth anniversary of the date of this agreement. The Agreement shall automatically renew annually in one-year increments unless either party provides 120 day written notice to the other party of termination prior to the termination date.

6. Product Specifications.

6.1 Conformity to Samples. LeVecke and Customer shall agree upon, and each shall retain, a representative sample of each Product (each a "Benchmark Sample"). All Products sold by LeVecke to Customer under this Agreement shall conform to the Benchmark Sample for that Product, subject to such tolerances and variations as are consistent with industry practices; provided, however, that LeVecke shall not be responsible for any deviation of any Product from the applicable Benchmark Sample caused by any deviation of any component of the Product in question supplied by Customer (i.e. flavorings) from such component contained in the applicable Benchmark Sample. In the event of any dispute concerning the conformity of any quantity of a Product to the applicable Benchmark Sample, independent gas chromatography testing and professional, independent taste testing shall be used to resolve the dispute, to be performed by third parties mutually acceptable to both LeVecke and Customer, and the costs of which shall be borne by the party determined by such third parties to be responsible for the deviation (or by Customer, if no deviation is found).

6.2 Quality Control. All quantities of the Products sold under this Agreement shall be subjected by LeVecke to such testing, quality control and quality assurance procedures as are generally considered prudent by manufacturers of similar products, prior to the sale of such Products to Customer.

6.3 Compliance with Law. In manufacturing, packaging, and packing the Products for sale under this Agreement, LeVecke shall comply with all applicable laws, rules and regulations of all relevant jurisdictions and governmental agencies and entities.

7. Use of Customer Intellectual Property.

LeVecke acknowledges: (a) Customer's ownership of all right, title and interest in and to all Customer Intellectual Property and agrees not to challenge the validity and ownership thereof by Customer; and (b) that all use of the Customer Intellectual Property hereunder inures to the benefit of Customer. Notwithstanding the foregoing, Customer hereby grants to LeVecke the

non-exclusive right and limited license to use the Customer Intellectual Property only to the extent necessary to perform LeVecke's obligations under this Agreement. Such right and license granted to LeVecke to use the Customer Intellectual Property shall terminate upon the termination of this Agreement.

8. Warranty, Etc.

8.1 Limited Warranty. LeVecke warrants that all Products sold by LeVecke to Customer under this Agreement will: (a) conform to the applicable Benchmark Sample, subject to such tolerances and variations as are consistent with industry practices; provided, however that such warranty does not apply to the extent that any deviation of any Product from the applicable Benchmark Sample is caused by any deviation of any component of the Product in question supplied by Customer (i.e. flavorings) from such component contained in the applicable Benchmark Sample; (b) be free from any defects in workmanship, material, and design; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests, or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance, or payment of or for the Products by Customer. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Customer's discovery of the non-compliance of the Products with the foregoing warranties. Except for the express warranty contained in the immediately preceding sentence, LeVecke disclaims any and all other warranties, express or implied.

8.2 Consequential Damages Waiver. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10.2 BELOW, IN NO EVENT WILL LEVECKE BE LIABLE OR RESPONSIBLE TO CUSTOMER FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, OR LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR RELATING TO THE PRODUCTS, THIS AGREEMENT, OR ANY PERFORMANCE OR NON-PERFORMANCE BY LEVECKE UNDER THIS AGREEMENT, WHETHER ARISING UNDER A THEORY OF BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

8.3 Limitation of Liability. Except as expressly provided in this Agreement, in no event shall LeVecke have any liability or obligation to Customer arising out of or related to the Products, this Agreement or the performance or non-performance of LeVecke under this Agreement, in an amount greater than the aggregate amount actually paid by Customer to LeVecke for the Products under this Agreement; provided that the foregoing limitation shall not apply in respect of any claims relating to fraud or willful misconduct by LeVecke.

8.4 Basis of the Bargain. The parties acknowledge that LeVecke has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis

of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

9. Insurance; Risk of Loss of Materials Provided by Customer.

9.1 Insurance. Customer and LeVecke shall each obtain and maintain throughout the term of this Agreement, and for the two (2) year period immediately following the expiration or termination of this Agreement, at each party's respective sole cost and expense, a commercial general liability policy of insurance protecting such party (and naming the other party and its Affiliates as additional insureds) against any and all claims for bodily injury, personal injury and property damage based upon, or involving or arising out of the acts and omissions of the insuring party and its employees and agents with respect to this Agreement. Such insurance shall be on an occurrence basis providing single limit coverage of not less than \$3,000,000 per occurrence. The foregoing policies shall include coverage for liability assumed by each party under this Agreement as an "insured contract" for the performance of such party's indemnification obligations hereunder. Each of the above policies must state that the general liability insurance is primary irrespective of other insurance covering the additional insured and that the insurance company will not seek contribution from other insurance available to the additional insureds. Such insurance shall be written by a company duly licensed to transact business in the state of California and maintaining during the term of this Agreement a "General Policyholders Rating" of at least B+, V, as set forth in the most current issue of "Best's Insurance Guide". Each respective party shall not do or permit to be done anything to invalidate such insurance policies. Each respective party shall cause to be delivered to the other party within ten (10) days following the date of this Agreement, a certificate evidencing the existence and amount of such insurance with the insureds clause required by this Agreement. Such policies shall not be cancellable or subject to modification except after thirty (30) days prior written notice to the other party. Notwithstanding any other provision of this Agreement, LeVecke shall have no obligation to ship any Products ordered by Customer at any time at which Customer is in default of its obligations under this Section. Likewise, Customer shall have no obligation to pay for any Products at any time at which LeVecke is in default of its obligations under this Section.

9.2 Risk of Loss of Materials. The prices for the Products to be purchased and sold under this Agreement reflect a 8% risk of loss in the materials. Except for damage caused by LeVecke and its indemnification obligations set forth in Section 10.2, any excess of that amount, risk of loss, and the cost of insurance therefor, with respect to all materials, including any provided by Customer or with Customer insignias, designs or logos and in LeVecke's possession, shall be borne solely by Customer.

10. Indemnification.

10.1 Indemnification by Customer. Customer will defend, indemnify and hold LeVecke and its Affiliates, and their respective officers, directors and employees (the "LeVecke Indemnified Parties") harmless from and against, and shall reimburse the LeVecke

Indemnified Parties with respect to, any and all claims, actions, demands, losses, damages, liabilities, costs and expenses, including without limitation attorneys' fees (collectively, "Damages") (excluding lost revenue, lost profits, damage to goodwill and the like) to which the LeVecke Indemnified Parties, or any of them, may become subject insofar as such Damages (excluding lost revenue, lost profits, damage to goodwill and the like) arise from or are the result of (a) any breach of this Agreement by Customer, or the assertion by any Person of any claim or cause of action against the LeVecke Indemnified Parties, or any of them, based upon allegations which, if true, would constitute a breach of this Agreement by Customer; (b) any claim by any Person that LeVecke's use of the Customer Intellectual Property in the performance of the obligations required of it under this Agreement infringes any patent, copyright, trademark, trade secret or other intellectual property right of any Person; or (c) any component of any Product (i.e. flavorings) supplied by Customer to LeVecke.

10.2 Indemnification by LeVecke. LeVecke will defend, indemnify and hold Customer and its Affiliates, and their respective officers, directors and employees (the "Customer Indemnified Parties") harmless from and against, and shall reimburse the Customer Indemnified Parties with respect to, any and all Damages (excluding lost revenue, lost profits, damage to goodwill and the like) to which the Customer Indemnified Parties, or any of them, may become subject insofar as such Damages (excluding lost revenue, lost profits, damage to goodwill and the like) arise from or are the result of (a) any breach of this Agreement by LeVecke, or the assertion by any Person of any claim or cause of action against the Customer Indemnified Parties, or any of them, based upon allegations which, if true, would constitute a breach of this Agreement by LeVecke; or (b) are caused by any Product Liability Action asserted against the Customer Indemnified Parties, or any of them.

11. Relationship of Parties.

This Agreement does not constitute Customer as a partner, joint venturer, agent or legal representative of LeVecke, or LeVecke as a partner, joint venturer, agent or legal representative of Customer for any purpose whatsoever. Neither party grants any express or implied right or authority to the other party to assume or create any obligation or responsibility on behalf of or in the name of the other party, or to bind the other party in any matter or thing whatsoever.

12. Termination.

12.1 Termination by Either Party. LeVecke and Customer shall each have the right, at its option, to terminate this Agreement as follows:

(a) By giving written notice to the other party, effective immediately, in the event that such other party shall be adjudicated bankrupt or shall petition for or consent to any relief under any bankruptcy, reorganization, receivership, liquidation, compromise, or any moratorium statute, whether now or hereafter in effect, or shall make an assignment for the benefit of its creditors, or shall petition for the appointment of a receiver, liquidator, trustee, or custodian for all or a substantial part of its assets, or if a receiver, liquidator, trustee or custodian

is appointed for all or a substantial part of its assets and is not discharged within thirty (30) days after the date of such appointment; or

(b) Upon any default in the performance of or breach of any agreement, covenant, obligation or undertaking of the other party made in this Agreement (unless caused by a Force Majeure Event, which shall be governed by Section 13 below), if such default or breach shall not be remedied to the reasonable satisfaction of the party giving notice of termination within thirty (30) days after written notice of the default or breach has been given to the defaulting party by the other party; or

(c) As provided in Section 13 below; or

(d) By giving written notice to the other party, effective one hundred twenty (120) days after receipt of such notice, of the notifying party's intent to terminate this Agreement.

In addition, Customer shall have the right to terminate this Agreement in response to receiving a price change notification from LeVecke as contemplated in Section 4.2.

The notice of election to terminate this Agreement shall state the grounds upon which termination is based.

Notwithstanding, as stated in Section 4.2 above, LeVecke shall not be responsible for any remaining inventory of Customer Products, or Components, whether purchased by LeVecke or Customer.

12.2 Survival. The provisions of Sections 7, 8, 9, 10, this Section 12.2, and Section 14 shall survive the expiration or termination of this Agreement for any reason whatsoever. Further, expiration or termination of this Agreement for any reason whatsoever shall not relieve or release either party hereto from any liabilities or obligations that it has incurred prior to the date of such expiration or termination.

13. Force Majeure.

If either party is prevented from performing any of its obligations under this Agreement, except the payment of money, because of an event beyond its reasonable control, such as, but not limited to, inability to obtain materials or labor, any act of God, riot, war, civil unrest, flood, fire or earthquake (but excluding failure caused by a party's financial condition or negligence), the affected party shall be excused from performance for the duration of the event (a "Force Majeure Event"); provided that the party whose performance has been impaired by the Force Majeure Event (a) promptly notifies the other party of the existence and nature of the Force Majeure Event and its anticipated effect on the performance of the notifying party under this Agreement; (b) promptly undertakes and thereafter diligently pursues any commercially reasonable action necessary to remove the effect of the Force Majeure Event, to the extent that the Force Majeure Event in question is of a nature such that its effects may be remedied by commercially

reasonable action; and (c) keeps the other party informed during the duration of such Force Majeure Event of all facts pertaining thereto, including but not limited to the progress of the notifying party in remedying the same, if applicable. However, notwithstanding the foregoing or any other provision of this Agreement, if a Force Majeure Event results in either party being unable to perform any of its material obligations under this Agreement for any period in excess of ninety (90) consecutive days, the other party may, at the expiration of such ninety (90) days, by written notice given to the other party, terminate this Agreement.

14. Miscellaneous.

14.1 Arbitration. In the event of any dispute or controversy arising out of or relating to this Agreement, the parties hereto agree to submit first to non-binding mediation with a mediator agreed upon between the parties and the mediator fees split evenly between the parties. In the event that the dispute or controversy is not settled by way of mediation, the parties hereto agree to submit such dispute or controversy to binding arbitration. The sole arbitrator shall be selected and agreed upon by both parties from the list of arbitrators supplied by the American Arbitration Association following written request by any party hereto. If the parties hereto after notification of the other party to such dispute cannot agree upon an arbitrator within thirty (30) days following receipt of the list of arbitrators by all parties to such arbitration, then either party may request, in writing, that the American Arbitration Association appoint an arbitrator within ten (10) days following receipt of such request (the "Arbitrator"). The arbitration shall take place virtually or in Riverside County, California, at a place and time mutually agreeable to the parties or if no such agreement is reached within ten (10) days following notice from the Arbitrator, at a place and time determined by the Arbitrator. Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be arbitrated virtually or in Riverside County, California. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section, and stipulates that the Arbitrator shall have personal jurisdiction and venue over each of them for the purpose of resolving any dispute, controversy, or proceeding arising out of or related to this Agreement. Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this Section by registered or certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as set forth in this Agreement. The decision of the Arbitrator shall be final and binding on all the parties to the arbitration, shall be non-appealable and may be enforced by any court of competent jurisdiction. In addition to attorneys' fees as provided herein, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and expenses. The costs and fees of the arbitration shall be paid as according to the rules of the American Arbitration Association. The Arbitrator may grant any remedy that the Arbitrator deems appropriate including, without limitation, injunctive relief or specific performance. Prior to the appointment of the Arbitrator, any party may seek a temporary restraining order or a preliminary injunction from the Riverside County Superior Court that shall be effective until a final decision is rendered by the Arbitrator. This Section shall not prevent either party from joining, or bringing a claim against, the other party in a

Products Liability Action. However, if (a) only one of the parties to this Agreement was a defendant in a Products Liability Action that has been finally decided; or (b) only one of the parties to this Agreement is a party to the settlement of a Products Liability Action, then any contribution claim by the defendant or settling party against the other party to this Agreement regarding that Products Liability Action will be subject to the provisions of this Section, including mandatory arbitration.

14.2 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that this Agreement may be assigned by either party, without the prior written consent of the other party, to any Person which acquires all or substantially all of the assets of the assigning party.

14.3 Effect of Other Documents. Terms and conditions set forth in any party's purchase or sales orders, or any other forms or documents of either party, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by a party, and shall not be considered binding on any party unless specifically agreed to in writing by it.

14.4 Applicable Law. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of California.

14.5 Entire Agreement. This Agreement and any attached or subsequent Purchase Orders embodies the entire agreement and understanding of the parties hereto with respect to the subject matter hereof. No representation, promise, inducement, statement or intention has been made by any party hereof that is not embodied herein, and no party shall be bound or liable for any alleged representation, promise, inducement or statement not so set forth herein.

14.6 Severability. If any provision of this Agreement or the application of any such provision to any party or any circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such party or circumstances other than those to which it is so determined to be invalid and unenforceable, shall not be affected thereby, and each provision hereof shall be validated and shall be enforced to the fullest extent permitted by law.

14.7 Waivers; Modification. No party hereto shall be deemed as a consequence of any act, delay, failure, omission, forbearance or other indulgences granted from time to time by any other party hereto: (a) to have waived, or to be estopped from exercising, any of its rights or remedies under this Agreement; or (b) to have modified, changed, amended, terminated, rescinded, or superseded any of the terms of this Agreement, unless such waiver, modification, amendment, change, termination, rescission, or supersession is express, in writing and signed by the party that is to be bound by such waiver, modification, amendment, change, termination, rescission or supersession. No single or partial exercise by any party hereto of any right of remedy will preclude any other or further exercise thereof or preclude the exercise of any

other right or remedy, and a waiver expressly made in writing on one occasion will be effective only in that specific instance and only for the precise purpose for which given, and will not be construed as a consent to or a waiver of any right or remedy on any future occasion or a waiver of any right or remedy against any other party.

14.8 Notices. All notices, consents, demands, requests, approvals and other communications which are required or may be given hereunder shall be in writing and shall be deemed to have been duly given (a) on the date of service if personally delivered, (b) upon confirmation of transmission if sent by fax or email, or (c) on the third day after mailing if mailed certified first class mail, postage prepaid and addressed as follows:

If to LeVecke:

LeVecke Corporation
10810 Inland Avenue
Mira Loma, CA 91752
Attention: Joseph R. LeVecke, President
Email: jlevecke@levecke.com

If to Customer:

Real Good Spirits LLC
3444 Mulberry Creek Dr
Austin, TX 78732
Attention: Scott Murray, CEO
Email: scott.murray@realgoodspirits.com

or to such other address or fax number as any of the above shall have specified by notice duly given hereunder.

14.9 Rules of Construction. In this Agreement, unless the context otherwise requires, words in the singular include the plural and in the plural include the singular, and words of the masculine gender include the feminine and the neuter, and when the sense so indicates words of the neuter gender may refer to any gender. The word “include” and its derivatives shall not imply any limitation to the items listed thereafter.

14.10 Advice of Counsel. All parties hereby acknowledge that they have been represented by independent counsel of their own choice in connection with the negotiation, drafting, execution and delivery of this Agreement.

14.11 Headings. The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or effect the construction and interpretation of any provision of this Agreement.

14.12 Attorneys' Fees. In the event that any of the parties hereto (or any successor thereto) resorts to legal action, including arbitration, in order to enforce, defend or interpret any of the terms or the provisions of this Agreement, the prevailing party (as determined by the court, agency or other authority before which such suit or proceeding is validly commenced hereunder) shall be entitled to receive, in addition to such other remedies as shall be awarded to it in such legal action, reimbursement from the non-prevailing party or parties for all reasonable attorneys' fees and all other costs incurred in commencing or defending such action. In addition, the prevailing party shall be entitled to recover from the non-prevailing party or parties post-judgment reasonable attorneys' fees incurred by the prevailing party in enforcing a judgment against the non-prevailing party or parties. Notwithstanding anything in this Agreement to the contrary, the provisions of the preceding sentence are intended to be severable from the balance of this Agreement, shall survive any judgment rendered in connection with the aforesaid legal action, and shall not be merged into any such judgment.

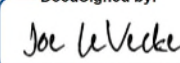
14.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

14.14 General Interpretation. The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first written above.

LEVECKE CORPORATION, INC.

LSG VODKA LLC
d/b/a REAL GOOD SPIRITS LLC

By: 
7EF1D8CD236D47B... 6/2/2022
Joseph R. LeVecke
President

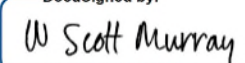
By: 
2052D976D41A443... 6/2/2022
Scott Murray
CEO

EXHIBIT A

Real Good Vodka (US Distribution)

- 50mL
- 375mL
- 750mL
- 1.0L
- 1.75L

Perpsectv Premium Vodka (US Distribution)

- 50mL
- 375mL
- 750mL
- 1.0L
- 1.75L

Real Good Spirits LLC

3444 Mulberry Creek Dr
Austin, TX 78732 US
scott.murray@realgoodsprits.com



Purchase Order

VENDOR	SHIP TO	P.O.	1004
LeVecke Corp	Real Good Spirits LLC	DATE	08/03/2022
10810 Inland Avenue	3444 Mulberry Creek Dr		
Mira Loma, CA 91752	Austin, TX 78732 US		

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Finished Product:Real Good Vodka 750ml	Real Good Vodka 750mL Cases	5,000	50.08	250,400.00
TOTAL				\$250,400.00

Approved By

Date



LeVecke Corporation

10810 Inland Avenue
Mira Loma, CA 91752

(951) 681-8600 (951) 681-8666 - Fax

INVOICE

NO.: 157924
DATE: 8/16/2022
PAGE: 1

Please Remit Payment to: LeVecke Corporation P.O. Box 101407 Pasadena, CA 91189-0005

SOLD TO: LSG SPIRITS LLC DBA REAL GOOD SPIRITS
3444 Mulberry Creek Dr
Austin, TX 78732
USA

SHIP TO: ALTO POMONA
2867 Surveryor St.
Pomona, CA 91768
USA

ORDER NO	CUST NO	CUSTOMER PO NO		SALESMAN	SHIP VIA		TERMS
186803	3526	Gvodka186803	HOUSE	Truck			
PROD. NO	SIZE	DESCRIPTION	PROOF GALLON	QTY SHIPPED	UNIT PRICE	AMOUNT	
00-100-673	12/750ML BULK GLASS	PALLETS: 29					
		WEIGHT: 42630					
66-000-000		REAL GOOD VODKA 80P		1,218	50.08	60,997.44	
		PALLETS OUT		29	22.75	659.75	

PRICES SUBJECT TO CHANGE WITHOUT NOTICE. NO CLAIMS ALLOWED UNLESS
MADE IMMEDIATELY UPON RECEIPT OF GOODS. ALL BILLS ARE PAYABLE BY THE IR
DUE DATE.

DUE DATE - 09/15/22

SALE AMOUNT 61,657.19
MISC CHARGES 0.00
SHIPPING/HANDLING 0.00
SALES TAX 0.00
SALE AMOUNT 61,657.19

TOTAL WINE GAL 2,895.853464

TOTAL PROOF GAL 2,316.682771

TOTAL CASES 1,218 032

**LeVecke Corporation**10810 Inland Avenue
Mira Loma, CA 91752

(951) 681-8600 (951) 681-8666 - Fax

INVOICENO.: 157925
DATE: 8/16/2022
PAGE: 1**Please Remit Payment to: LeVecke Corporation P.O. Box 101407 Pasadena, CA 91189-0005**SOLD TO: LSG SPIRITS LLC DBA REAL GOOD SPIRITS
3444 Mulberry Creek Dr
Austin, TX 78732
USASHIP TO: ALTO POMONA
2867 Surveryor St.
Pomona, CA 91768
USA

ORDER NO	CUST NO	CUSTOMER PO NO		SALESMAN	SHIP VIA		TERMS
186809	3526	Gvodka186809		HOUSE	Truck		
PROD. NO	SIZE	DESCRIPTION	PROOF GALLON	QTY SHIPPED	UNIT PRICE	AMOUNT	
00-100-673	12/750ML BULK GLASS	pallets: 29					
		weight: 42630					
66-000-000		REAL GOOD VODKA 80P		1,218	50.08	60,997.44	
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DUE DATE.**DUE DATE - 09/15/22**

SALE AMOUNT	61,657.19
MISC CHARGES	0.00
SHIPPING/HANDLING	0.00
SALES TAX	0.00
SALE AMOUNT	61,657.19

TOTAL WINE GAL	2,895.853464
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TOTAL PROOF GAL	2,316.682771
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TOTAL CASES	1,218	033
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LeVecke Corporation

10810 Inland Avenue
Mira Loma, CA 91752

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INVOICE

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Austin, TX 78732
USA

SHIP TO: ALTO POMONA
2867 Surveryor St.
Pomona, CA 91768
USA

ORDER NO	CUST NO	CUSTOMER PO NO	SALESMAN	SHIP VIA	TERMS	
186811	3526	Gvodka186811	HOUSE	Truck		
PROD. NO	SIZE	DESCRIPTION	PROOF GALLON	QTY SHIPPED	UNIT PRICE	AMOUNT
00-100-673	12/750ML BULK GLASS	PALLETS: 29				
		WEIGHT: 42630				
66-000-000		REAL GOOD VODKA 80P		1,218	50.08	60,997.44
		PALLETS OUT		29	22.75	659.75

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DUE DATE - 09/15/22

SALE AMOUNT	61,657.19
MISC CHARGES	0.00
SHIPPING/HANDLING	0.00
SALES TAX	0.00
SALE AMOUNT	61,657.19

TOTAL WINE GAL	2,895.853464
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TOTAL PROOF GAL	2,316.682771
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TOTAL CASES	1,218	034
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LeVecke Corporation

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Pomona, CA 91768
USA

ORDER NO	CUST NO	CUSTOMER PO NO	SALESMAN	SHIP VIA		TERMS
186812	3526	Gvodka186812	HOUSE	Truck		
PROD. NO	SIZE	DESCRIPTION	PROOF GALLON	QTY SHIPPED	UNIT PRICE	AMOUNT
00-100-673	12/750ML BULK GLASS	PALLETS: 26				
		WEIGHT: 37660				
66-000-000		REAL GOOD VODKA 80P		1,076	50.08	53,886.08
		PALLETS OUT		26	22.75	591.50
	</					

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MADE IMMEDIATELY UPON RECEIPT OF GOODS. ALL BILLS ARE PAYABLE BY THE IR
DUE DATE.

DUE DATE - 09/15/22

SALE AMOUNT	54,477.58
MISC CHARGES	0.00
SHIPPING/HANDLING	0.00
SALES TAX	0.00
SALE AMOUNT	54,477.58

TOTAL WINE GAL	2,558.241648
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TOTAL PROOF GAL	2,046.593318
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TOTAL CASES	1,076
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035

EXHIBIT 2

December 13, 2022

VIA EMAIL AND OVERNIGHT MAIL

Real Good Spirits LLC
3444 Mulberry Creek Dr.
Austin, TX 78732
Attention: Scott Murray, CEO
Email: scott.murray@realgoodspirits.com

Re: LeVecke Corporation v. LSG Vodka LLC d/b/a Real Good Spirits LLC
Demand For Immediate Payment of Overdue Balance - \$463,342.35, plus interest

Dear Mr. Murray:

LeVecke Corporation (“LeVecke”) has retained this firm to collect the outstanding balance due and payable by LSG Vodka LLC d/b/a Real Good Spirits (“RGS”). As detailed below, RGS has failed to remit payment to LeVecke in the currently outstanding principal sum of \$463,342.35 (on which interest continues to accrue at the rate of 10% per annum) for products produced, packaged, and sold to, and stored for, RGS pursuant to that certain Production Agreement, dated June 2, 2022, between the Parties (the “Production Agreement”) and related purchase orders.

As you know, between the period of August 9, 2022, and August 10, 2022, LeVecke produced, packaged, and sold to RGS various vodka products, and procured related labels, at RGS’s request and for its direct benefit, in full and complete compliance with the Production Agreement and RGS’s purchase orders. On the other hand, RGS has breached, and continues to breach, its obligations through its failure to remit payment to LeVecke for such products and services.

To date, on account of such transactions, RGS currently owes LeVecke the principal sum of \$463,342.35, which is comprised of \$239,449.15 for the products purchased, \$80,935.00 for labels associated to RGS’s proposed next production run, and \$142,958.20 in IGC glass tariff and freight costs. Attached are copies of invoices for the principal amount due for the products purchased. In addition, interest at the legal rate of ten percent (10%) per annum pursuant to California Civil Code sections 3287 and 3289 continues to accrue on this balance, with interest for the period of September 15, 2022 through December 13, 2022, in the approximate amount of \$11,583.56 already having accrued. **This leaves a current total balance immediately due and**

Real Good Spirits LLC
Attention: Scott Murray, CEO
December 13, 2022
Page 2 of 2

payable to LeVecke in the aggregate of \$474,925.91.

LeVecke has made prior demands for payment on the principal balance and, on multiple occasions, RGS has acknowledged this debt, promised to remit full payment to LeVecke, and assured LeVecke that full payment was forthcoming. Notwithstanding such acknowledgements, promises, and assurances, RGS failed, and continues to fail, to remit any payment to LeVecke.

LeVecke has been extremely patient, but the principal amount is now well-past 90 days overdue, and LeVecke will not allow this to drag on any longer. **Therefore, on behalf of LeVecke, we hereby demand that RGS remit full payment in the sum of \$474,925.91 (principal, plus interest) by no later than December 20, 2022.**

This payment demand letter is sent partly as a courtesy to provide RGS one last opportunity to pay the amount due without the additional embarrassment and expense of litigation. Do not expect this letter to be the first in a series of collection letters. Rather, this will be my firm's first, last, and only correspondence to RGS on this issue, and no other letters, notices, or demands will be given. Should RGS fail to remit full payment by December 20, 2022, we will immediately proceed with formal legal action to pursue any and all available remedies, including, but not necessarily limited to, collection of the entire principal balance, plus all accrued interest and all associated attorneys' fees and costs. Therefore, we strongly urge RGS to make immediate payment and bring this matter to a close.

Lastly, do not construe this letter as an exhaustive recitation or assertion of all of LeVecke's rights, claims, causes of action, or remedies, all of which are expressly reserved.

Very truly yours,

GREENSPOON MARDER LLP



Asa S. Hami, Senior Counsel

encl.

ASH/pmd

c: Joe LeVecke
Alan G. Tippie
Steve Burnell



LeVecke Corporation

10810 Inland Avenue
Mira Loma, CA 91752

(951) 681-8600 (951) 681-8666 - Fax

INVOICE

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Pomona, CA 91768
USA

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PROD. NO		SIZE	DESCRIPTION		PROOF GALLON	QTY SHIPPED	UNIT PRICE	AMOUNT
00-100-673		12/750ML BULK GLASS	PALLETS: 29			1,218	50.08	60,997.44
			WEIGHT: 42630					
66-000-000			REAL GOOD VODKA 80P					
			PALLETS OUT			29	22.75	659.75

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DUE DATE - 09/15/22

SALE AMOUNT 61,657.19
MISC CHARGES 0.00
SHIPPING/HANDLING 0.00
SALES TAX 0.00
SALE AMOUNT 61,657.19

TOTAL WINE GAL 2,895.853464

TOTAL PROOF GAL 2,316.682771

TOTAL CASES 1,218 038



LeVecke Corporation

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DUE DATE - 09/15/22

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SHIPPING/HANDLING	0.00
SALES TAX	0.00
SALE AMOUNT	61,657.19

TOTAL WINE GAL	2,895.853464
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TOTAL PROOF GAL	2,316.682771
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TOTAL CASES	1,218	039
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LeVecke Corporation

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		WEIGHT: 42630				
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DUE DATE - 09/15/22

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SHIPPING/HANDLING 0.00
SALES TAX 0.00
SALE AMOUNT 61,657.19

TOTAL WINE GAL 2,895.853464

TOTAL PROOF GAL 2,316.682771

TOTAL CASES 1,218 040



LeVecke Corporation

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SALES TAX	0.00
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TOTAL WINE GAL	2,558.241648
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TOTAL PROOF GAL	2,046.593318
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TOTAL CASES	1,076	041
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