

CAUSE NO. C-1-CV-18-000488

LSG VODKA LLC d/b/a
PERSPECTV DISTILLING CO.

Plaintiff,

v.
DON JAGODA ASSOCIATES, INC.
FLAGRANT BRANDS LLC, AND

Defendant.

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IN THE COUNTY COURT

AT LAW NO. 1

TRAVIS COUNTY

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES, LSG VODKA LLC d/b/a Perspectv Distilling Co. ("Perspectv" herein), complaining of Don Jagoda Associates, Inc. (herein after referred to as "DJA") and in support thereof respectfully shows the court as follows:

I. DISCOVERY CONTROL PLAN

1. Pursuant to Tex. R. Civ. P. 190, Plaintiff intends to conduct discovery in this matter under Level 3.

III. THE PARTIES

2. Plaintiff is a Texas Corporation with its principal place of business in Travis County, Texas.

3. Defendant DJA, is a foreign corporation organized and existing under the laws of New York, whose principal office is located at 100 Marcus Dr., Melville, New York 11747.

IV. JURISDICTION AND VENUE

5. Venue is proper in Travis County, Texas pursuant to Tex. Civ. Prac. & Rem. Code §15.02(a)(1) because all or a substantial part of the events giving rise to the claim occurred in Travis County. Jurisdiction is proper because the Court has personal jurisdiction over all parties and the amount in controversy is within the jurisdictional limits of the Court.

V. FACTS

6. On or about April 24, 2017, Perspectv entered into an agreement with DJA for DJA to provide sweepstakes services.

7. As per the agreement, DJA was to provide six (6) authorized winners from July through September 2017.

8. To date, DJA has only provided three (3) winners of the sweepstakes to Prespectv.

9. On or about September 15, 2017 Perspectv and DJA entered into an agreement to run a second sweepstakes.

10. DJA agreed to provide account services for this sweepstakes as per the agreement. To date no information regarding this sweepstakes has been provided to Perspectiv.

VI. CAUSES OF ACTION

COUNT 1: Breach of Contract

11. Two valid and enforceable contracts have been entered into between Perspectv and DJA. By these contracts, DJA agreed to provide sweepstakes services.

12. DJA breached the contract by failing to provide the six (6) verified award winners to Perspectv and by failing to provide information and services regarding the second sweepstakes.

13. DJA's breach caused injury to Perspectv which resulted in damages.

14. Perspectv seeks unliquidated damages within the jurisdictional limits of this Court.

COUNT 2: - Tortious Interference with Business Relations

15. Plaintiff has a valid business and Defendants were aware of Plaintiff's business and business relationships.

16. Defendant's tortious conduct willingly and intentionally interfered with the business relationships.

17. Defendant's tortious conduct proximately caused Plaintiff's injury.

18. Plaintiff suffered actual damages and/or loss due to Defendants' tortious interference.

19. Defendant's actions have been willful and intentional, making this case eligible for an award of exemplary damages under Texas law.

COUNT 3: - Tortious Interference with Contract and Prospective Contracts

20. Plaintiff has valid contracts and prospective contracts and Defendants knew of the contracts and/or had knowledge of the facts and circumstances that would lead Defendants to believe that Plaintiff had valid and prospective contracts.

21. Defendant's tortious conduct willingly and intentionally interfered with the business contracts and prospective contracts.

22. Defendant's tortious conduct proximately caused Plaintiff's injury.

23. Plaintiff suffered actual damages and/or loss due to Defendants' tortious interference.

VII. ATTORNEY FEES

24. Plaintiff has been required to employ the undersigned as its attorneys and has agreed to pay reasonable attorney fees for legal services rendered and to be rendered in this case. Plaintiff entitled and do request an award of reasonable and necessary attorney fees from Defendants.

VIII. DEMAND FOR A JURY TRIAL

25. Plaintiff demands trial by jury and hereby tenders the requisite fee.

IX. PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that Defendant DJA be cited to appear, answer, and upon final trial, that Plaintiff be awarded a judgment and orders against Defendants, jointly and severally, for the following:

- a. Actual damages;

- b. Statutory damages;
- c. Exemplary damages;
- d. Treble damages;
- e. Reasonable and necessary attorney fees;
- f. Costs of suit;
- g. Pre and Post Judgment interest at the highest rates permitted by law; and
- h. Any other relief in law or equity to which Plaintiff may be entitled.

Respectfully submitted,

Hawkins Parnell Thackston & Young, LLP
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(512) 687-6990 (Fax)

By: 

Amy C. Welborn
State Bar No. 24012853
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ATTORNEY FOR PLAINTIFF

VERIFICATION

STATE OF TEXAS

COUNTY OF Texas

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BEFORE ME, the undersigned notary, on this day personally did appeared W. Scott Murray, the affiant, a person whose identity is known to me. After I administered an oath to the affiant, affiant testified:

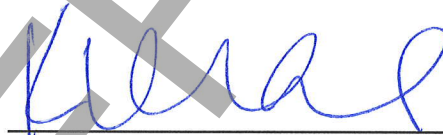
"My name is W. Scott Murray I am capable of making this verification. I have read the Petition. The facts stated in it are with my personal knowledge and are true and correct."

I


W. Scott Murray

Given under my hand and seal of office this 17 day of January, 2018, to which witness my hand and seal of office.




Notary Public in and for the State of Texas