

CAUSE NO. _____

**INNOVA, LTD, R. JASON GRIFFIN,
SSG FINANCIAL SERVICES, LP, and
AMARDIP GILL,
Plaintiffs**

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IN THE DISTRICT COURT

V.

HARRIS COUNTY, TEXAS

**DBG CONSTRUCTION, LLC and
DAVID GINTER,
Defendants**

_____ JUDICIAL DISTRICT

PLAINTIFFS’ ORIGINAL PETITION AND REQUEST FOR TEMPORARY INJUNCTION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, INNOVA, LTD, R. JASON GRIFFIN, SSG FINANCIAL SERVICES, LP, and AMARDIP GILL (“**Plaintiffs**”), Plaintiffs in the above styled and numbered cause and files this Original Petition and Request for Temporary Injunction against DBG Construction, L.L.C. and David Ginter and for causes of action would respectfully show the Court the following:

1.00 DISCOVERY CONTROL PLAN LEVEL

Plaintiffs intend that discovery be conducted under Discovery Level 3. Plaintiffs request that this Court enter a Docket Control Order.

2.00 PARTIES

2.01 Plaintiff, Innova, Ltd., is a Texas Limited Partnership with its principal place of business in Harris County, Texas.

2.02 Plaintiff, R. Jason Griffin, is a resident citizen of Harris County, Texas.

2.03 Plaintiff, SSG Financial Group, L.P., is a Texas Limited Partnership with its principal place of business in Karnack, Texas.

2.04 Plaintiff, Amardip Gill, is a resident citizen of Harris County, Texas.

2.05 Defendant, DBG Construction, L.L.C. (“DBG” or “Defendant”), is a Limited Liability Corporation doing business as in Harris County, Texas and its registered agent, David Ginter may be served with process at 21830 Kingsland Blvd., Ste. 104, Katy, Texas 77450 or at any location where he may be found.

2.06 Defendant, David Ginter (“Ginter” or “Defendant”), is an individual resident of Harris County, Texas. He may be served with process at 21830 Kingsland Blvd., Ste. 104, Katy, Texas 77450 or at any location where he may be found.

3.00 JURISDICTION AND VENUE

3.01 This court has jurisdiction over the Defendants, because the Defendants have done business in/committed a tort, in whole or in part in Harris County, Texas and are amenable to service by a Texas Court. Plaintiffs seek damages under Texas statutory and common law and the amount in controversy exceeds the jurisdictional limits of this court.

3.02 Venue in Harris County is proper in this cause under Section 15.002(a)(1) of the Texas Civil Practice and Remedies Code because all of a substantial part of events or omissions giving rise to this lawsuit occurred in this county.

4.00 BACKGROUND FACTS

4.01 In this petition, whenever it is alleged that the Defendant did any act or thing, this means that such Defendant’s officers, agents, servants, employees, attorneys, or representatives did such act or thing and that at the time such act or thing was done, it was done with the full expressed, implied, or apparent authorization or ratification or was done in the normal routine, course, and scope of employment of the Defendant’s officers, agents, servants, employees, attorneys or representatives.

4.02 This case arises out of the formation of a company called G Unlimited Group, LLC. that was formed for the specific purpose of building custom luxury homes. G Unlimited was the offspring of a business plan and proposal developed by Ginter.

4.03 During the Spring of 2007, Ginter approached Innova with his business deal. The plan was to build an approximately 6,000 square foot home which Ginter said he could do for \$103.50/sq. ft.

Ginter promised that construction would begin in the Fall of 2007 with completion no later than the Summer of 2008.

4.04 Ginter wanted Innova to provide general back-office management services for the project, interface with third-parties, i.e. Home Owner's Associations, facilitate marketing and raise capital to cover expenses not covered by a loan agreement. DBG was to design the house, act as the general contractor and receive a contracting fee of \$90,000.00.

4.05 Relying on Ginter's promises and assurances, Innova and Griffin agreed to go into business with Ginter and DBG. Shortly after that, Griffin purchased the property that Ginter felt was ideal for the home he wanted to build and later contributed it to G Unlimited in exchange for preferred units. The property is located at 5659 Willers Way, Houston, Texas 77056. On July 3, 2007, G Unlimited Group, L.L.C. was formed.

4.06 As part of their deal, Ginter asked Innova to raise capital in addition to the loan that would eventually be secured. Innova and DBG agreed to do this by the selling of preferred units in G Unlimited. To that end, Griffin, SSG, Gill and another individual purchased stock in G Unlimited.

4.07 Because Ginter did not want to deal with the scrutiny he would come under as a builder by applying for a loan at a bank, he proposed that his father loan money to G Unlimited. On September 1, 2007, G Unlimited entered into a Credit Agreement and Promissory Note with Ginter Family Investments, Ltd. The agreement covered a revolving line of credit for \$1,045,000.00 for G Unlimited.

4.08 While Innova has been actively involved by supplying its own office equipment to establish an office for G Unlimited, managing the bookkeeping and tax filings and managing the marketing, DBG has done very little other than demolish the original house. DBG continued to promise to start construction but has done nothing further. At this point, DBG has taken in excess of \$27,000.00 in payments from G Unlimited but has done nothing but prepare plans for construction.

4.09 Conversely, over the last year Ginter began to devote a substantial portion of his time, effort and energy in developing a restaurant in Katy, Texas, to the detriment of G Unlimited. Ginter's involvement in the restaurant project and ignoring G Unlimited perplexed and troubled Plaintiffs.

4.10 Recently, Ginter angrily confessed the truth. He has and had no intention of starting construction on the home on Willers Way. In a **rage-fueled** telephone call, Ginter told Griffin that he would never let Innova or Griffin, and by extension the other preferred shareholders, make any money from G Unlimited. He swore that he would never build the home which he promised to build as long as Griffin and Innova remain involved with G Unlimited.

5.00 CAUSES OF ACTION

5.01 Temporary Injunction. Plaintiffs seek an Order from this court preventing Defendants from engaging in any conduct or action that would dispose of any assets of G Unlimited. Further, Plaintiffs seek an Order that prevents Defendants from entering into any contracts or agreements on behalf of G Unlimited without consent from Innova and/or Griffin.

5.02 Plaintiffs ask the court to set their application for temporary injunction for a hearing and, after the hearing, issue a temporary injunction against the Defendants.

5.03 Negligent Misrepresentation and Fraud. At all times, Plaintiffs relied on representations made by Defendants before they entered into a business relationship with Defendants and before they acquired stock from G Unlimited. Among other things, Plaintiffs relied on Defendants representations that they would start construction on the home on Willers Way during the Fall of 2007 and complete it by the Summer of 2008. This information was supplied by Defendants for the guidance of Plaintiffs in their business and turned out to be completely false. Defendants failed to exercise reasonable care or competence in obtaining and communicating this information to Plaintiffs and Plaintiffs have suffered and continue to suffer pecuniary losses by justifiably relying on their representations.

5.04 Breach of Fiduciary Duty. Plaintiffs have and had a fiduciary relationship with Defendants. Defendants breached their fiduciary duty to Plaintiffs and Defendants' breach of fiduciary duty resulted in injury to Plaintiffs. Ginter is one of two managers of G Unlimited. Among other things, Defendants knew that Plaintiffs would invest in G Unlimited based on their promises and once the investments were made Defendants withdrew much of the money invested.

5.05 Shareholder Oppression. At all relevant times, Defendants' conduct has substantially defeated the expectations of the shareholders that were both reasonable under the circumstances and central to the Plaintiffs' decision to join the venture. In addition, Defendants engaged in conduct that demonstrated a lack of probity and fair dealing in the company's affairs to the prejudice of Plaintiffs or engaged in conduct that was a visible departure from the standards of fair dealing and a violation of fair play on which Plaintiffs were entitled to rely. All of the conduct of Defendants was oppressive. As a result of Defendants' conduct, Plaintiffs suffered economic damages.

5.06 Malice and Gross Negligence. The acts and/or omissions and/or practices of Defendants demonstrated an entire want of care as to establish conscious indifference to the rights of Plaintiffs. Further, Defendants had a specific intent to cause substantial injury or harm to the Plaintiffs.

6.00 DAMAGES

6.01 Plaintiffs would show that their damages are in excess of the minimum jurisdictional limits of this Court.

6.02 Due to the acts of the Defendants, Plaintiffs have suffered and continue to suffer substantial economic losses.

6.03 Plaintiffs seek damages for their lost profits that have arisen as a result of Defendants' refusal to go forward and build the home as promised.

6.04 Plaintiffs seek exemplary damages from Defendants in an amount to be determined by the jury based on clear and convincing evidence.

7.00 CONDITIONS PRECEDENT

7.01 All conditions precedent necessary for Plaintiffs' full recovery have been performed or have occurred.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that Defendants be cited to appear herein and that on final hearing, Plaintiffs have judgment against the Defendants for:

1. Plaintiffs' actual damages as found by the jury;
2. Pre-judgment interest at the highest rate allowed by law;
3. Exemplary damages;
4. Post-judgment interest at the highest rate allowed by law; and,
5. Costs of suit.

Respectfully submitted,

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