

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF KENTUCKY  
AT LOUISVILLE

SAZERAC COMPANY, INC., )  
 )  
Plaintiff, )  
 )  
v. ) CIVIL ACTION NO: 3:23CV-25-GNS )  
  
REPUBLIC NATIONAL DISTRIBUTING )  
COMPANY, LLC, )  
 )  
Serve: Kentucky Secretary of State )  
700 Capital Ave., Ste. 86 )  
Frankfort, Kentucky 40601 )  
 )  
To Serve: Registered Agent Solutions, Inc. )  
838 Walker Road Suite 21-2 )  
Dover, DE 19904 )  
 )  
Defendant )  
\_\_\_\_\_ )

**COMPLAINT**

Plaintiff Sazerac Company, Inc. (“Sazerac”), by and through its undersigned attorneys for its Complaint against Defendant Republic National Distributing Company, LLC (“RNDC” or “Defendant”), alleges as follows:

**NATURE OF THE ACTION**

1. Sazerac has been utilizing the services of RNDC to act as one of its distributors of its brands in states around the country for over a decade. Unfortunately, over the past several years, RNDC’s performance as a distributor grew worse and worse. Sazerac has attempted to work with RNDC to come up with ways to improve its performance. None of those efforts have worked. Accordingly, at the end of 2022, Sazerac terminated its relationship with RNDC in approximately 30 states, effective February 1, 2023.

2. Since the termination notice, RNDC has refused to pay for tens of millions of dollars for Sazerac products that it has received and re-sold. As of January 11, 2023, RNDC has stopped payment on approximately \$38.6 million of wholesale liquor products. Adding insult to injury, since the termination, RNDC has bad-mouthed Sazerac in the marketplace, ceased cooperation with Sazerac and otherwise attempted to harm Sazerac by unfairly disrupting future sales and the transition to new distributors.

3. Through this action, Sazerac seeks immediate payment for the products received. Sazerac brings claims for RNDC's breach of contract, unjust enrichment, and account stated.

### **THE PARTIES**

4. Sazerac is a Louisiana corporation with its principal office located at 10101 Linn Station Road, Suite 400, Louisville, Kentucky. Sazerac is a citizen of Louisiana and Kentucky.

5. RNDC is a Delaware limited liability company<sup>1</sup> with its principal office located in the State of Texas. Based on a filing made by RNDC in the Eastern District of Louisiana, Civil Action No. 2:20-01571 (Dkt. 97 in that action), the members of RNDC are (1) NDC Partners, LLC and (2) New BG Distribution Partners, LLC. As that filing indicates, “[t]he complete flow-through analysis of these entities . . . demonstrate[s] the corporate structure and citizenship of the two members of RNDC, and show RNDC is a citizen of the States of Georgia, Arizona, Texas, and California for the purposes of diversity jurisdiction.” Specifically, the members of NDC Partners, LLC are National Distributing Company, Inc., a Georgia corporation, and NDC Leasing Company, LLC, which is owned by individual members (who are domiciled in and citizens of Georgia, and Arizona), as well as Carlos Company LLC (whose members include citizens of Georgia) and

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<sup>1</sup> RNDC does business through its wholly-owned and controlled subsidiaries in several states. However, Sazerac's core relationship was and is with RNDC.

Andrew C. Carlos Family, LLP (whose partners include citizens of Georgia). The members of New BG Distribution Partners, LLC are various individuals (who are domiciled in and citizens of Texas), a number of Trusts (who are citizens of Texas and California), Dreeben Family I, LP (a Texas limited partnership whose general partner is Dreeben Family Management, LLC, whose members are citizens of Texas, and limited partners are citizens of Texas), Block Distributing Company, Ltd. (a Texas limited partnership whose general partner is ELB distributing LLC, whose member is a citizen of Texas, and limited partners are citizens of California and Texas), and BG Spirits, LLC (whose members are citizens of Texas and California), and Phil H. Boeck Family, L.P. (whose partners are citizens of Texas). RNDC is therefore a citizen of Georgia, Arizona, Texas, and California.

### **JURISDICTION AND VENUE**

6. This Court has jurisdiction over the subject matter of this action under 28 U.S.C. § 1332 because complete diversity exists between Sazerac and RNDC, and because the amount in controversy exceeds \$75,000.

7. This Court has personal jurisdiction over RNDC because RNDC maintains offices in and does business in Kentucky and within this District.

8. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391 as RNDC is subject to the Court's personal jurisdiction in this District.

### **GENERAL ALLEGATIONS**

#### **A. The Parties and Their Relationship Prior to September 2021.**

9. Sazerac is family-owned, privately held leading distiller of spirits, with a portfolio of approximately 400 brands spanning a wide variety of spirits, including, among others, Sazerac, Buffalo Trace, Pappy Van Winkle, Blanton's, Eagle Rare, 1792, Canadian Mist, Fireball, Southern Comfort, Platinum Vodka, 99 Brand, and many others.

10. RNDC is an alcohol distributor of wine and spirits in the United States, with operations in at least 37 states.

11. For over a decade, Sazerac worked with RNDC for the distribution of its products. In the United States under the three-tier system applicable to the alcohol beverage industry, beer and liquor companies, also known as suppliers or manufacturers, generally must sell their products to distributors, also known as wholesalers, who then resell the products to retailers. A distributor purchases the product from the supplier at a given price, promotes and sells the product to a retailer (such as a liquor store, bar or restaurant) for a higher price, and then collects some or all of the difference as profit.

**B. RNDC's Refusal to Perform and the Need For Sazerac's Investment In Creating Its Own Field Marketing Teams.**

12. For years during the term of the parties' relationship, Sazerac repeatedly asked RNDC to make reasonable efforts to market and sell Sazerac products. RNDC, however, continued to resist.

13. For example, RNDC refused to invest in its salesforce or to provide sufficient incentive to its employees to promote Sazerac products to retail accounts, thus failing to maximize the sales of Sazerac products.

14. Moreover, RNDC would oftentimes improperly condition the availability of certain high-end (and highly sought after) Sazerac products, such as Pappy Van Winkle, to its retail accounts on the purchase of non-Sazerac products, commonly known as "tie-in" sales.

15. Ultimately, Sazerac notified RNDC that it would be building and training its own marketing force to do most of the marketing work that it had been paying RNDC to do. In connection with this, Sazerac made a significant investment, which will soon exceed \$100 million, into creating its own field marketing teams (the Market Development Representative, or "MDR"

program) to achieve what RNDC failed to do in order to effectively market and promote sales of Sazerac products as Sazerac's distributor.

**C. The Parties' September 2021 Global Distribution Agreement.**

16. To address the fact that RNDC was performing a reduced role and Sazerac was required to make a larger investment in marketing, on or about September 23, 2021, the parties entered into a global distribution agreement (the "2021 Global Agreement") whereby the parties negotiated and agreed that RNDC would earn a flat per case fee on all cases of Sazerac products, effective September 1, 2021. The parties also agreed to an incentive program whereby RNDC would be paid a per case incentive for certain volume growths and a substantial flat payment for achieving a target total volume growth of Sazerac's Fireball Cinnamon Whiskey product (Sazerac's largest product by volume and revenue).

17. The terms of the 2021 Global Agreement thus provided RNDC a negotiated rate and incentives to promote Sazerac products and increase sales volumes, and at the same time, providing funds to Sazerac for the MDR program necessary to address RNDC's marketing performance. That is, instead of just moving on from RNDC, Sazerac attempted to make things work with RNDC by entering into a new deal that would take into account RNDC's performance failures and the investments necessary for Sazerac's MDR program which subsequently launched in all territories.

**D. RNDC's Refusal to Continue With the Terms of the 2021 Global Agreement and RNDC's Termination of the Parties' Agreement.**

18. After several months of operating under the 2021 Global Agreement, RNDC began disputing certain terms of its operation, demanding that the parties meet to discuss adjustments to the rate per case. In fact, in the months leading up to these demands by RNDC, RNDC began communicating that it had no incentive to sell Sazerac products (despite the incentives provided

in the 2021 Global Agreement) and began expressing dissatisfaction with the terms of the global agreement (which RNDC had negotiated just several months before) rather than working to achieve its sales growth incentives.

19. Indeed, after complying with certain reconciliation payment terms under the 2021 Global Agreement in the first two quarters, RNDC breached the agreement by withholding certain reconciliation payment amounts and refusing to pay the same to Sazerac.

20. When Sazerac sent a demand for the withheld amounts, RNDC countered by sending Sazerac a 60-day notice of termination of the parties' agreement and relationship, on or about June 3, 2022, noting "that RNDC is cancelling and otherwise terminating the Agreement, effective sixty (60) days from the date of this letter." In other words, less than a year after the parties had adjusted their entire global relationship, RNDC terminated the relationship effective August 3, 2021, because Sazerac demanded that RNDC comply with its terms.

21. On August 3, 2022, the 2021 Global Agreement terminated pursuant to RNDC's June 3, 2022 termination notice.

22. Both prior to and following August 3, Sazerac repeatedly attempted to work with RNDC to negotiate and come to terms that took into account Sazerac's needs and investments. However, RNDC refused to propose any reasonable terms satisfactory to Sazerac and the parties did not reach a new deal.

23. Nevertheless, following the August 3 termination, Sazerac continued to utilize the services of RNDC as the parties attempted to reach agreement on new terms. But, during this period, RNDC's performance remained poor, just as it was leading up to the 2021 Global Agreement. Yet, RNDC expected to be paid significantly more than during the term of the 2021 Global Agreement despite the fact that Sazerac had invested significant sums to deploy (and now

bore the costs of maintaining) the MDR program to bolster RNDC's inadequate marketing efforts.

**E. Sazerac Terminates the Parties' Relationship and RNDC's Failure to Pay.**

24. After years of trying to improve the parties' relationship without success, on December 30, 2022, Sazerac provided RNDC with notice of termination of the parties' relationship in numerous territories, effective February 1, 2023, to allow reasonable notice and transition of the business for both parties.

25. The next business day, however, on January 3, 2023, RNDC began to act contrary to any reasonable transition and, in fact, took efforts to harm Sazerac. For example, Sazerac learned that RNDC was raising prices with certain retailers and withdrawing pricing discounts that were previously planned (which were supported by and paid, in part, by Sazerac), announced as commitments to retailers for the month of January, and therefore relied on by those retailers. While RNDC had the discretion to do so, the sudden unannounced price increase works to damage Sazerac's reputation in the market.

26. In response, Sazerac immediately reiterated to RNDC its commitment to maintaining its current funding of promotional activity for the discounts that had been announced to the market and were expected by retail accounts through the end of the month and requested that RNDC confirm by the end of the day whether it would maintain the price structures expected by the market. RNDC did not confirm by such time. Such actions are expected to result in significant volume losses for the Sazerac portfolio. Likewise, RNDC began cancelling numerous client meetings in multiple locations, without any good faith basis, preventing further discussions of supply chain issues. Importantly, in certain states, RNDC cancelled previously placed purchase orders, refused product deliveries, as well as demanded the immediate pick-up of products by Sazerac, not only causing Sazerac to incur costs and fees in relocating its products but creating out-of-stock issues for retailers, again designed to harm Sazerac's reputation and cause the retailers

to stop buying Sazerac's products in the future.

27. In fact, Sazerac was informed by certain buyers that RNDC representatives informed them that they will not be selling Sazerac products effective immediately, blocking orders. Further, RNDC blocked and/or disabled Sazerac's access to RNDC's order and inventory reporting system, MicroStrategy, which is an essential tool for manufacturers and wholesalers to work together to manage the business, including during the transition period. As a result, Sazerac did not have any visibility into RNDC's inventory of Sazerac products or the ability to track and manage inventory and open orders. Importantly, this occurred even in territories where Sazerac had not provided notice of termination. Access to MicroStrategy was only restored as of January 12, 2023.

28. Relatedly, RNDC made disparaging statements about Sazerac. For instance, despite RNDC's cancellation of purchase orders and refusal of deliveries and the prior shutdown of Sazerac's access to MicroStrategy, RNDC has informed retailers that Sazerac is controlling RNDC's purchase orders and has not shipped goods for several RNDC orders, leading to significant inventory challenges. Additionally, RNDC recently told another producer that RNDC terminated Sazerac because of alleged requests by Sazerac that RNDC take certain improper actions with respect to its bourbon portfolio. These statements are false.

29. Most significantly, in the early hours of January 5, 2023, Sazerac received notice that RNDC had withdrawn its authorization of or otherwise stopped the payments in process for amounts invoiced and due on January 3, 2023 and January 4, 2023, totaling \$10,351,968.01.

30. That is, in early December, RNDC had received more than \$10 million worth of



spirits for sale later that month. *See* Examples of Invoices, attached as Exhibit 1.<sup>2</sup> Each of these invoices include “Payment Terms” that require payment “30 DAYS FROM INVOICE DATE.” When the invoices came due 30 days later, and likely after much (if not all) of the product had been re-sold to retail, RNDC stopped the automatic withdrawal of the amounts due. This was even though the course of dealing between the parties for many years was that Sazerac drew down payment via the EFT process. Not only has RNDC stopped its work as a distributor, it has sold product, made a profit and refused to pay for the underlying goods.

31. Sazerac immediately raised this issue to RNDC.

32. In response, RNDC confirmed that it had indeed stopped Sazerac’s ability to withdraw the invoiced amounts due from RNDC’s account, as the parties had done for years.

33. RNDC stopped all payments and claimed a unilateral right to “offset” the payments to Sazerac with disputed amounts. But, of course, all of the invoiced amounts are past due and RNDC has never handled any balances between them by refusing payment of past due invoices for product.

34. On January 6, 2023, Sazerac notified RNDC that the past-due receivables for purchase of products stood at \$15,275,380.71 (less a depletion allowance credit of \$493,011) as of January 6, 2023. Sazerac made clear that RNDC’s ongoing refusal to pay was in complete contradiction of the parties’ relationship whereby Sazerac drew amounts due and owed for product previously purchased and delivered on the payment due date. Sazerac demanded immediate payment of the amounts past due.

35. To date, RNDC has not paid Sazerac in response to Sazerac’s demands.

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<sup>2</sup> These invoices contain confidential and competitively sensitive pricing information, which is likely to cause harm to Sazerac’s business if known by competitors. Sazerac will be filing a motion for leave to file the invoices under seal once the case is opened.

36. RNDC's refusal to pay the amounts due for past-due invoices (collectively, the "Invoices" and each an "Invoice") has caused Sazerac damages of approximately \$40.7 million, less a depletion credit of approximately \$2.1 million through January 12, 2023. Should RNDC continue to refuse to pay its outstanding invoices, Sazerac will suffer additional damages of at least \$48 million.

37. Based on its own confirmation that it will not be paying Sazerac until it reaches some global reconciliation in the future after January 31, 2023, RNDC is improperly holding the receivables hostage to demand its reconciliation payment, which Sazerac disputes, without any right to "offset" the same against the invoiced amounts.

**FIRST CAUSE OF ACTION**  
**(BREACH OF CONTRACT)**

38. Sazerac repeats and re-alleges each and every allegation in the preceding paragraphs as if fully set forth herein.

39. RNDC agreed to abide by the terms of the Invoices under which Sazerac supplied products to RNDC.

40. RNDC ordered products from Sazerac as reflected on the Invoices.

41. With respect to each one of the Invoices, Sazerac fully performed its obligations by selling and supplying all products purchased by RNDC to RNDC. RNDC received, accepted, and retained the products supplied by Sazerac.

42. In connection with the date of the sales and deliveries, Sazerac issued each of the Invoices to RNDC. Each Invoice included "Payment Terms" requiring RNDC to pay Sazerac the amount due under the Invoice "30 DAYS FROM INVOICE DATE."

43. The Invoices that became due between January 3, 2023 and January 12, 2023, total approximately \$40.7 million, less a depletion credit of approximately \$2.1 million.

44. RNDC refused to pay and failed to pay the amounts due under these Invoices.

45. Without justification or excuse, RNDC has materially breached the payment terms of the Invoices by failing to pay the sums due and owing for the products purchased, within 30 days of the date of each Invoice.

46. As direct and proximate result of RNDC's breaches, Sazerac has suffered damages in the amount of approximately \$38.6 million through January 12, 2023, as well as additional costs that Sazerac has to incur to manually reverse the invoices, a time-consuming process. Continued breaches by RNDC will result in at least an additional \$48 million in damages.

47. Sazerac is entitled to recover damages from RNDC in an amount to be proven at trial, including interests and costs.

**SECOND CAUSE OF ACTION**  
**(UNJUST ENRICHMENT)**

48. Sazerac repeats and re-alleges each and every allegation in the preceding paragraphs as if fully set forth herein.

49. Sazerac conferred a benefit upon RNDC by providing valuable products to RNDC for which it has not been paid.

50. RNDC accepted the products, and received the benefit of the products. Consequently, RNDC has been unjustly enriched by receiving Sazerac's products without payment.

51. It is inequitable and unconscionable for RNDC to retain the benefit of the products it received without making payment to Sazerac for their value.

52. RNDC is required to disgorge the benefit received from its wrongful conduct.

**THIRD CAUSE OF ACTION**  
**(ACCOUNT STATED)**

53. Sazerac repeats and re-alleges each and every allegation in the preceding paragraphs as if fully set forth herein.

54. RNDC agreed to pay Sazerac for the products supplied to RNDC.

55. With respect to each one of the Invoices, Sazerac sold and supplied all products purchased by RNDC.

56. Sazerac delivered Invoices to RNDC for payments due within 30 days of each Invoice, totaling approximately \$40.7 million through January 12, 2023. This amount is due subject to a credit of approximately \$2.1 million.

57. RNDC failed to dispute the Invoices and has thus acquiesced to the correctness of the amounts invoiced.

58. Despite this, RNDC has not properly or timely paid the Invoices; therefore, these Invoices are due and owing.

59. As a direct and proximate result of these failures by RNDC, Sazerac is entitled to recover damages in an amount to be proven at trial, including interests and costs.

WHEREFORE, Sazerac prays for a judgment as follows:

a) An award in Sazerac's favor for RNDC's breaches of the payment terms of the Invoices and for amounts owed under the Invoices, to be determined at trial but believed to be approximately a net balance \$38.6 million through January 12, 2023 (with additional amounts of \$48 million that will become due following the filing of this Complaint) to date;

b) An award in Sazerac's favor for RNDC's unjust enrichment, providing for disgorgement of the benefit received by RNDC;

c) An award of Sazerac's pre-judgment and post-judgment interests to the maximum

extent provided by law; and

d) Granting Sazerac such other and further relief as the Court deems just and proper.

Dated: January 13, 2023

Respectfully submitted,

s/ Anne K. Guillory  
Anne K. Guillory  
Philip E. Cecil  
Dinsmore & Shohl LLP  
101 S. Fifth St., Suite 2500  
Louisville, Kentucky 40202  
Telephone: 502.540.2300  
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philip.cecil@dinsmore.com  
*Counsel for Plaintiff, Sazerac Company, Inc.*

**EXHIBIT 1**

**TO BE FILED SEPARATELY UNDER SEAL**

Exhibit 1 to Sazerac Company Inc.'s Complaint will be filed separately under seal as it contains confidential and competitively sensitive pricing information, which is likely to cause harm to Sazerac's business if known by competitors.

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF KENTUCKY  
AT LOUISVILLE

SAZERAC COMPANY, INC.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	CIVIL ACTION NO: <u>3:23CV-25-GNS</u> )
REPUBLIC NATIONAL DISTRIBUTING	)	
COMPANY, LLC,	)	
	)	
Serve: Kentucky Secretary of State	)	
700 Capital Ave., Ste. 86	)	
Frankfort, Kentucky 40601	)	
	)	
To Serve: Registered Agent Solutions, Inc.	)	
838 Walker Road Suite 21-2	)	
Dover, DE 19904	)	
	)	
Defendant	)	
_____	)	

**NOTICE OF FILING OF SUMMONS**

Please take notice that Plaintiff, by counsel, hereby submits for filing a Summons to accompany its Complaint (DN 1), with the request that the Clerk affix its seal and prepare a service of process package for use by the Kentucky Secretary of State to effect service of the Summons and Complaint upon Defendant.

Respectfully submitted,

s/ Anne K. Guillory  
Anne K. Guillory  
Philip E. Cecil  
Dinsmore & Shohl LLP  
101 S. Fifth St., Suite 2500  
Louisville, Kentucky 40202  
Telephone: 502.540.2300  
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anne.guillory@dinsmore.com  
philip.cecil@dinsmore.com  
*Counsel for Plaintiff, Sazerac Company, Inc.*

AO 440 (Rev. 06/12) Summons in a Civil Action

## UNITED STATES DISTRICT COURT

for the

WESTERN DISTRICT OF KENTUCKY  
AT LOUISVILLE

SAZERAC COMPANY, INC.

*Plaintiff(s)*

v.

Civil Action No. 3:23CV-25-GNS

REPUBLIC NATIONAL DISTRIBUTING  
COMPANY, LLC*Defendant(s)*

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Republic National Distributing Company, LLC  
 c/o Kentucky Secretary of State  
 700 Capital Ave., Ste. 86  
 Frankfort, Kentucky 40601  
 To Serve: Registered Agent Solutions, Inc.  
 838 Walker Road Suite 21-2  
 Dover, DE 19904

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Anne K. Guillory

Philip E. Cecil  
 Dinsmore & Shohl LLP  
 101 S. Fifth St., Suite 2500  
 Louisville, Kentucky 40202

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*



Civil Action No. 3:23CV-25-GNS

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

## CIVIL COVER SHEET

3:23CV-25-GNS

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

## I. (a) PLAINTIFFS

Sazerac Company, Inc.

(b) County of Residence of First Listed Plaintiff Jefferson  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Anne K. Guillory, Dinsmore & Shohl, LLP, 502.540.2300  
101 S. 5th St., Ste 2500, Louisville, KY 40202

## DEFENDANTS

Republic National Distributing Company, LLC

County of Residence of First Listed Defendant Grand Prairie, TX  
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                                   | DEF                                   |
|---|----------------------------|----------------------------|---|---------------------------------------|---------------------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input checked="" type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5            | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6            | <input type="checkbox"/> 6            |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice <b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>INTELLECTUAL PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education <b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

## V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
28 U.S.C. §§1332, 1441 and 1446Brief description of cause:  
Breach of Contract

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE

SIGNATURE OF ATTORNEY OF RECORD

January 13, 2023

s/ Anne K. Guillory

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_