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P-14

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CAUSE NUMBER: 202485582

PLAINTIFF: ASSOCIATED ENERGY GROUP LLC

In the 151st Judicial

vs.

District Court of

DEFENDANT: CLEMENTE, JVINCENT

Harris County, Texas

CITATION

THE STATE OF TEXAS
County of Harris

TO: CLEMENTE, JVINCENT

718 N NOBLE ROAD

TEXAS CITY TX 77591

Attached is a copy of PLAINTIFF'S ORIGINAL PETITION.

This instrument was filed on December 9, 2024, in the above numbered and styled cause on the docket in the above Judicial District Court of Harris County, Texas, in the courthouse in the City of Houston, Texas. The instrument attached describes the claim against you.

YOU HAVE BEEN SUED. You may employ an attorney. If you or your attorney do not file a written answer with the District Clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org.

ISSUED AND GIVEN UNDER MY HAND and seal of said Court, at Houston, Texas, this December 9, 2024.



Marilyn Burgess

Marilyn Burgess, District Clerk
Harris County, Texas
201 Caroline, Houston, Texas 77002

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Issued at request of:
KRUCKEMEYER, ROBERT JOSEPH
244 MALONE STREET
HOUSTON, TX 77007
713-600-7574
Bar Number: 11735700

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging

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DISTRICT CLERK
HARRIS COUNTY, TEXAS

2024 DEC 23 AM 9:36

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Tracking Number: 74414881

CAUSE NUMBER: 202485582

PLAINTIFF: ASSOCIATED ENERGY GROUP LLC

In the 151st

vs.

Judicial District Court

DEFENDANT: CLEMENTE, JVINCENT

of Harris County, Texas

OFFICER/AUTHORIZED PERSON RETURN

Came to hand at 10:19 o'clock A M., on the 13th day of December, 20 24.

Executed at (address) 710 N. Noble Rd. Texas City, TX 77591 in Galveston County

at 9:15 o'clock A M., on the 16th day of December, 20 24,

by delivering to Jvincent Clemente defendant, in person, a true copy of this

Citation together with the accompanying 1 copy(ies) of the _____ Petition

attached thereto and I endorsed on said copy of the Citation the date of delivery. To certify which I affix my hand officially this _____ day of _____, 20 _____.

FEE: \$ _____ of _____

County, Texas

Affiant _____ By: J. A. T. Atkins Deputy

On this day, _____, known to me to be the person whose signature appears on the foregoing return, personally appeared. After being by me duly sworn, he/she stated that this citation was executed by him/her in the exact manner recited on the return.

SWORN TO AND SUBSCRIBED BEFORE ME on this _____ of _____, 20 _____

RECEIVED
Date: 12/13/24 Time: 10:19 Am
Paul Edinburgh
Constable, Pct. 2
Galveston County, TX

Notary Public

Paul Edinburgh
Constable, Pct. 2
Galveston County, Texas

2024-85582 / Court: 151

CAUSE NO. _____

ASSOCIATED ENERGY GROUP, LLC,
PLAINTIFF,
v.
JVINCENT CLEMENTE AND
UAS INTERNATIONAL TRIP SUPPORT,
DEFENDANTS.

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

_____ JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL PETITION

ASSOCIATED ENERGY GROUP, LLC ("AEG") complains of Jvincent Clemente ("Clemente") and UAS International Trip Support LLC ("UAS") as follows:

Discovery Control Plan - Level Two (2)

- 1. Discovery should be conducted pursuant to Discovery Control Plan Level 2.

Rule 47 Claim for Relief

- 2. Pursuant to Tex. R. Civ. P. 47 Plaintiff would show that the damages Plaintiff seeks are within the jurisdictional limits of the court and that Plaintiff seeks monetary relief of \$250,000 or less and non-monetary relief.

Parties

- 3. AEG is a Texas limited liability company doing business in Harris County, Texas.
- 4. Clemente is a Texas resident who may be served with the citation and petition at 718 N. Noble Road, Texas City, Texas, 77591.
- 5. UAS is a Texas Limited Liability Company. UAS may be served with the citation and petition herein through its registered agent for service of process, Incorp Services, Inc., 815 Brazos Street, Suite 500, Austin, Texas 78701.

Venue

6. Venue is proper in Harris County pursuant to Tex. Civ. Prac. & Rem. Code § 15.002 because all or part of the cause of action accrued in Harris County. UAS's Americas headquarters is located at 1880 S. Dairy Ashford Road, Suite 175, Houston, Texas 77077. After separation from AEG, Clemente became employed at UAS in violation of his covenant-not-to-compete with AEG. Accordingly, the cause of action accrued at UAS's Americas headquarters in Harris County.

Nature of the Case

7. AEG asserts a claim against Clemente for breach of contract and a claim against UAS for tortious interference with AEG's agreements with Clemente. AEG also seeks a Temporary Injunction and Permanent Injunction enjoining Clemente from employment with UAS.

Facts

8. On April 20, 2022, Clemente became employed by AEG as a fuel sales executive. In connection with his employment with AEG, Clement entered into an Employment Agreement, Confidentiality and Non-Disclosure Agreement ("NDA") and Non-Compete Agreement ("Non-Compete") (the "Agreement"). The Agreement is attached hereto as Exhibit A.

9. As a fuel sales executive for AEG, Clemente became familiar with AEG's customer list, pricing and vendor relations.

10. Clemente's employment with AEG terminated effective June 10, 2024. Pursuant to the terms of the Agreements, Clemente had the obligation to not compete with AEG for a period of 12 months after his employment with AEG terminated (through June 9, 2025). In

October of 2024, AEG became aware that Clemente had taken a position with UAS as a Manager of Vendor Relations. UAS is a direct competitor of AEG.

11. By letter dated October 11, 2024, AEG informed Clemente that AEG had become aware that Clemente had taken the Manager of Vendor Relations position at UAS, quoted the relevant language from the Non-Compete, reminded Clemente of his obligations to AEG pursuant to the Non-Compete and advised Clemente that AEG expected that Clemente would comply with his Agreements.

12. Clemente did not respond to AEG's letter.

13. By letter dated October 21, 2024, AEG informed UAS that Clemente was in violation of Clemente's Agreements with AEG and advised UAS that if UAS interfered with AEG's agreements with Clemente, that UAS would be subject to legal action and resultant damages.

14. By letter dated October 24, 2024, UAS responded to AEG's October 21, 2024, letter denying that Clemente's employment with UAS is a breach of the Agreements.

15. By letter dated November 8, 2024, AEG advised UAS that AEG is seeking the full benefit of its Agreements with Clemente and that AEG would take legal action to enforce the Agreements including action against UAS.

16. To AEG's knowledge, Clemente has maintained his employment with UAS.

17. All conditions precedent to AEG's right to enforce the Agreements have been performed or have occurred.

Causes of Action

A. Breach of Contract

18. AEG re-alleges the allegations set forth above.

19. Clemente taking employment with UAS, one of AEG's competitors, prior to the expiration of the 12 month non-compete period constitutes a breach of the Agreements as that term is defined in Texas law. Because of Clemente's breach of contract, AEG has been damaged in an amount in excess of the minimum jurisdictional limits of this Court.

B. Tortious Interference with Contract

20. AEG re-alleges the allegations set forth above.

21. UAS is aware that Clemente has obligations to AEG pursuant to the Agreements. Among the obligations is that Clemente has agreed to not compete with AEG for a period of 12 months. Despite this knowledge, UAS continues to employ Clemente in violation of Clemente's obligations to AEG. Such actions by UAS constitutes tortious interference with AEG's Agreements with Clemente. Because of UAS's tortious interference, AEG has been damaged in an amount in excess of the minimum jurisdictional limits of this Court.

C. Attorneys' Fees

22. AEG re-alleges the allegations set forth above.

23. Because of Clemente's breach of contract, AEG has been required to hire The Kruckemeyer Law Firm to assist it in enforcing the Agreements. Demand having been made, AEG is entitled to recover its reasonable and necessary attorneys' fees herein pursuant to Tex. Civ. Prac. & Rem. Code §38.001 et seq.

D. Application For Temporary Injunction

24. AEG seeks a Temporary Injunction according to Section 65.011 of the Texas Civil Practice and Remedies Code, which provides that, "a writ of injunction may be granted if:

- (1) the applicant is entitled to the relief demanded and all or part of the relief requires the restraint of some act prejudicial to the applicant;

- (2) a party performs or is about to perform or is procuring or allowing performance of an act relating to the subject of pending litigation, in violation of the rights of the applicant, and the act would tend to render the judgment in that litigation ineffectual;
- (3) the application is entitled to a writ of injunction under the principle of equity and the statutes of this state relating to injunctions;
- (4) (not applicable) or;
- (5) irreparable injury to real or personal property is threatened, irrespective of any remedy at law.”

TEX. CIV. PRAC. & REM. CODE § 65.011.

25. A temporary injunction will issue on proof of a probable right on final trial to the relief sought, probable injury in the interim, and no adequate remedy at law. *See Walling v. Metcalfe*, 863 S.W.2d 56, 57 (Tex. 1993). The trial court has broad discretion in considering a request for a temporary restraining order or temporary injunction. *See, e.g., Liberty Mut. Co. v. Mustang Tractor & Equip. Co.*, 812 S.W.2d 663, 666 (Tex. App. — Houston [14th Dist.] 1991, no writ). At a temporary injunction hearing, the only issue before the trial court is whether the status quo should be preserved pending trial on the merits. *Camp v. Shannon*, 162 Tex. 515, 348 S.W.2d 517, 519 (1961); *Ramsey v. Lewis*, 874 S.W.2d 320, 322 (Tex. App. — El Paso 1994, no writ).

26. An injunction is appropriate to enjoin a defendant to force strict compliance with both an applicable Company agreement, restrictive covenants, and the law related to the operation and administration of a closely held corporation. *Cardwell v. Gurley*, 05-09-01068-CV, 2018 WL 3454800, at *9 (Tex. App. — Dallas July 18, 2018, pet. denied); *Lowry v. Tarbox*, 537 S.W.3d at 616. Otherwise, the defendants’ wrongful conduct may destroy the very entity being abused.

27. Texas case law mandates AEG’s request for injunction. A temporary mandatory injunction requiring compliance with a covenant not to compete is a recognized and appropriate

remedy. *Dao v. Mission Bend Homeowners Ass'n, Inc.*, 667 S.W.3d 304, 318 (Tex. App. -Houston [1st Dist.] 2022, no pet. h.).

28. The status quo is the last actual, peaceable, uncontested status preceding the controversy. *State v. Southwestern Bell Tel. Co.*, 526 S.W.2d 526, 528 (Tex. 1975). The status quo therefore is Clemente not being employed in violation of his covenant not to compete.

29. AEG asks this Court to order Clemente to abide by the terms of the Agreements and to resign from his position at UAS.

1. Wrongful Act

30. The first element to establish the need for a Temporary Injunction is the existence of a wrongful act. To do this, the plaintiff need only plead a cause of action against the defendant. *See Walling v. Metcalfe*, 863 S.W.2d at 57.

31. AEG has satisfied this element as AEG has pleaded that Clemente has breached his non-compete agreement by taking a position with UAS, one of AEG's competitors.

2. Probable Recovery

32. The second element to establish the need for a Temporary Injunction is to show a probable right of recovery. The standard is whether the applicant has a cause of action for which they may be granted relief. *See Walling v. Metcalfe*, 863 S.W.2d at 58; *Universal Health Services, Inc. v. Thompson*, 24 S.W.3d 570, 577 (Tex. App. — Austin 2000, no pet.) The applicant is not required to establish that he will prevail at trial. *See Walling v. Metcalfe*, 863 S.W.2d at 58. It is undisputed that Clemente is subject to a non-compete agreement with AEG. It is undisputed that Clemente has become employed by one of AEG's competitors. The element is satisfied.

3. Probable Injury

33. The third element to establish the need for a Temporary Injunction is to show a "probable injury." "Probable injury" includes elements of imminent harm, irreparable injury, and no adequate remedy at law for damages. See *Inex Indus., Inc. v. Alpar Resources, Inc.*, 717 S.W.2d 685, 687-88 (Tex. App.—Amarillo 1986, no writ). These three sub-elements are discussed below.

a. Imminent Harm

34. Clemente's actions are actionable to an astonishing degree to his benefit and to the detriment of AEG. The harm is that Clemente and UAS can benefit from the knowledge gained while at AEG to AEG's harm and UAS's benefit. This harm is not only imminent, but ongoing.

35. If this Court does not act by granting this Temporary Injunction, the rights of AEG are, and will continue to be, damaged. The threat of imminent harm is established.

b. Irreparable Injury

36. AEG is, and will be, irreparably harmed if a Temporary Injunction are not issued. An injury is irreparable if the injured party cannot be adequately compensated in damages or if the damages cannot be measured by any certain pecuniary standard. See *Canteen Corp. v. Republic of Tex. Props., Inc.*, 773 S.W.2d 398, 401 (Tex. App.—Dallas 1989, no writ). At this time, there is no way of knowing the extent of AEG's damages. However, it is clear that Clemente has breached his covenant not to compete for his personal gain to the detriment of AEG. Irreparable injury is established.

37. If, however, the Court should decide that AEG has not shown that irreparable harm has occurred, AEG is still entitled to injunctive relief. The First Court of Appeals in Houston has recognized:

For restrictive-covenant cases, however, there is a well-settled exception to the general rule: when a substantial breach of the covenant is shown, it is not

necessary to show the existence of any particular amount of damages or to show that the injury will be irreparable.

Dao v. Mission Bend Homeowners Ass'n, Inc., 667 S.W.3d 304, 318 (Tex. App. -Houston [1st Dist.] 2022, no pet. h.).

c. No Adequate Remedy At Law

38. For a legal remedy to be adequate, it must be complete, final, and equal relief. See *Universal Health*, 24 S.W.3d at 577. If Clemente is permitted to stay employed by UAS in violation of his covenant not to compete, it will continue to cause irreparable harm to AEG. There is no legal remedy for AEG to preserve its claims against such conduct, absent the issuance of a Temporary Injunction in this case. The lack of an adequate remedy at law is established.

Conclusion

AEG asks the Court to set its application for a Temporary Injunction for a hearing and, after the hearing, issue a Temporary Injunction, *enjoining Clemente from:*

- a. Maintaining his employment with UAS.

Accordingly, AEG Vincent Clemente and UAS International Trip Support LLC be cited to appear and answer herein, and that after final trial, AEG be awarded judgment against Clemente and UAS as follows:

- a. A permanent injunction enjoining Clemente from maintaining his employment with UAS through June 9, 2025;
- b. Actual damages in an amount in excess of the jurisdictional limits of this court;
- c. Monetary relief over less than \$250,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorneys' fees;
- c. Prejudgment interest at the highest rate allowed by law;

- d. Reasonable and necessary attorney's fees; and
- e. Post judgment interest.

Respectfully submitted,

/s/ Robert J. Kruckemeyer

Robert J. Kruckemeyer
State Bar No. 11735700
244 Malone Street
Houston, TX 77007
Telephone: (713) 600-7574
Facsimile: (713) 600-7579
bob@kruckemeylaw.com

ATTORNEYS FOR
ASSOCIATED ENERGY GROUP, LLC.

Unofficial Copy Office of Marilynn Purgess District Clerk

VERIFICATION

STATE OF FLORIDA

COUNTY OF DADE

BEFORE ME, the undersigned authority, on this day did personally appear Chris Clementi, who being first duly sworn by me, upon his oath did depose and state as follows:

"My name is Chris Clementi. I am the Chief Executive Officer of Associated Energy Group, LLC, and I am authorized on its behalf to make this Affidavit.

"I have read the above and foregoing Plaintiff's Original Petition, and every statement contained therein is within my personal knowledge and true and correct.

Further affiant sayeth not."

ASSOCIATED ENERGY GROUP, LLC.

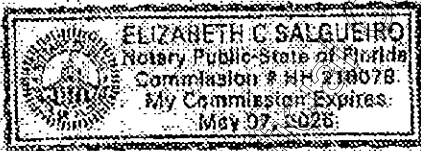
By:


Chris Clementi

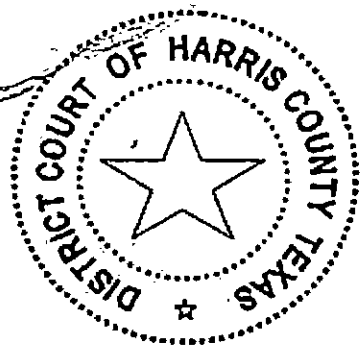
Its:

Chief Executive Officer

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned Notary Public, on this day of December, 2024.



~~NOTARY PUBLIC AND FOR THE STATE OF FLORIDA~~



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office this December 9, 2024

Certified Document Number: 117898475 Total Pages: 11

Marilyn Burgess

Marilyn Burgess, DISTRICT CLERK
HARRIS COUNTY, TEXAS

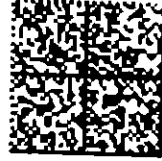
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