

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA
WEST VIRGINIA BASEBALL, LLC,

Plaintiff,

v.

MEDICAL WEIGHT LOSS CLINIC
OF CHARLESTON, LLC,

Defendant.

Civil Action No.:

Judge:

15-C-1848

Stucky

2015 OCT -6 PM 3:49
CATHY S. GATSON, CLERK
KANAWHA COUNTY CIRCUIT COURT

COMPLAINT

1. This is an action filed by West Virginia Baseball, LLC ("Plaintiff") by its counsel, Elizabeth G. Kavitz of Kavitz Law PLLC, against Medical Weight Loss Clinic of Charleston, LLC ("Defendant") for collection of amounts due and owing Plaintiff from Defendant under a Corporate Sponsorship Agreement.

PARTIES & JURISDICTION

2. Plaintiff West Virginia Baseball, LLC, is and was at all times relevant to this Complaint a West Virginia limited liability company doing business in Kanawha County, West Virginia.

3. Defendant Medical Weight Loss Clinic of Charleston, LLC was at all times relevant to this Complaint a West Virginia limited liability company doing business in Kanawha County, West Virginia.

FACTS

4. Plaintiff operates the West Virginia Power baseball team and accepts corporate sponsorships from businesses at the baseball stadium located in Charleston, West Virginia. Corporate sponsorships may include signage, print on schedules, and/or logo placement on such

items as beverage cups. These sponsorships are delineated by Plaintiff in Corporate Sponsorship Agreements containing a term of years and payment schedule, as well as the specific marketing materials Plaintiff will provide.

5. On or about March 9, 2011, Plaintiff and Defendant entered into a Corporate Sponsorship Agreement for Defendant to receive one outfield billboard, logo placement on 20 ounce beer cups in the 2011 and 2012 baseball seasons, and one full panel print advertisement on 250,000 pocket schedules for the 2011 baseball season at the rate of \$13,500.00 per year subject to rules, regulations, and default procedures contained in the Corporate Sponsorship Agreement.

6. At some point after March 9, 2011 Defendant ceased making payments as agreed.

7. The Corporate Sponsorship Agreement provides for an interest rate of 1.5% per month on an outstanding balance, and Defendant currently owes \$26,022.00.

8. Upon information and belief, Medical Weight Loss Clinic of Charleston, LLC is no longer doing business.

COUNT I – BREACH OF CONTRACT

9. Plaintiff realleges and incorporates herein the allegations contained in the preceding paragraphs.

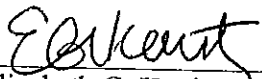
10. Defendant received the benefit of the bargain in the form of marketing tied in with West Virginia Baseball, LLC as described in the Corporate Sponsorship Agreement.

11. Defendant owed Plaintiff the duty to pay for this benefit under the Corporate Sponsorship Agreement.

12. Defendant has not paid Plaintiff since March 2011 and is in breach of its contractual obligations under the Corporate Sponsorship Agreement as described herein.

13. As a direct result of this breach of contract, Defendant owes Plaintiff the sum of \$26,022.00 under the Corporate Sponsorship Agreement as described herein.

WHEREFORE, Plaintiff respectfully requests this Court enter a Judgment against Defendant for the sum of \$26,022.00 plus all costs, including reasonable attorneys' fees, of bringing this action, and any and all such other and further relief as this Court deems just and proper.


Elizabeth G. Kavitz (WV Bar #10348)
Kavitz Law PLLC
22 Capitol Street, 2nd Floor
Charleston, WV 25301
Phone: (304) 932-9800
Fax: (304) 553-7443
beth@kavitzlaw.com

WEST VIRGINIA BASEBALL, LLC
By Counsel

VERIFICATION

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, to-wit:

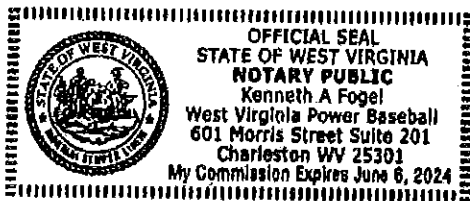
I, Darren Holstein, being first duly sworn, do hereby verify that the allegations contained in the foregoing Complaint are true, except as they are therein stated to be upon information and belief, and that insofar as they are stated to be upon information and belief, I believe them to be true.

Darren Holstein

Darren Holstein

Taken, subscribed, and sworn to before me, the undersigned authority, on this the 6 day of October, 2015.

My commission expires: June 6, 2024



Kenneth A. Fogel

Notary Public