

The State of Texas



Citations Unit
P.O. Box 12079
Austin, Texas 78711-2079

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www.sos.state.tx.us

Secretary of State

November 29, 2011

3D Global Solutions
Registered Agent, Business Filings Incorporated
108 West 13th St
Wilmington, DE 19801

2012-207628-1
Include reference number in
all correspondence

RE: Brian J Savino Vs Michael Dodd
127th Judicial District Court Of Harris County, Texas
Cause No: 201170013

Dear Sir/Madam,

Pursuant to the Laws of Texas, we forward herewith by CERTIFIED MAIL, return receipt requested, a copy of process received by the Secretary of State of the State of Texas on November 28, 2011.

CERTIFIED MAIL #71969008911134736089

Refer correspondence to:

Ann L. Thompson
Continental Court Reporters, Inc.
2777 Allen Pkwy Ste 600
Houston, TX 77019-2166

Sincerely,

A handwritten signature in cursive script that reads "Helen Lupercio".

Helen Lupercio
Team Leader, Citations Unit
Statutory Documents Section

hl/gl
Enclosure

RECEIPT NO. 427980
11-17-2011

0.00 ATY
TR # 72725970

PLAINTIFF: SAVINO, BRIAN J
vs.
DEFENDANT: DODD, MICHAEL

In The 127th
Judicial District Court
of Harris County, Texas
127TH DISTRICT COURT
Houston, TX

CITATION (SECRETARY OF STATE CORPORATE NON-RESIDENT)

THE STATE OF TEXAS
County of Harris

TO: 3D GLOBAL SOLUTIONS (DELAWARE CORPORATION) BY SERVING THE TEXAS
SECRETARY OF STATE AT 12079 AUSTIN TEXAS 78711 FORWARD TO DEFENDANT'S
REGISTERED AGENT BUSINESS FILINGS INCORPORATED
108 WEST 13TH STREET WILMINGTON DE 19801

Attached is a copy of PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURES

This instrument was filed on the 17th day of November, 2011, in the above cited cause number and court. 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 20 days after you were served this citation and petition, a default judgment may be taken against you.

TO OFFICER SERVING:

This citation was issued on 18th day of November, 2011, under my hand and seal of said Court.

Issued at request of:
TABOR, AMY ELIZABETH
700 LOUISIANA ST SUITE 1200
HOUSTON, TX 77002
Tel: (713) 357-5150
Bar No.: 24041999



Chris Daniel
CHRIS DANIEL, District Clerk
Harris County, Texas
201 Caroline Houston, Texas 77002
(P.O. Box 4651, Houston, Texas 77210)

GENERATED BY: CUERO, NELSON 7MM/YSW/9160941

OFFICER/AUTHORIZED PERSON RETURN

Received on the _____ day of _____, _____, at _____ o'clock _____ .M., and executed the same in _____ County, Texas, on the _____ day of _____, _____, at _____ o'clock _____ .M., by summoning the _____, _____ by delivering to _____, in person _____ a corporation < _____ by leaving in the principal office during office hours _____ of the said _____

a true copy of this notice, together with accompanying copy of

Serving _____ copy _____ \$ _____

By _____ Deputy
Affiant

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 _____ day of _____, _____.

RECEIVED
SECRETARY OF STATE

Notary Public

NOV 28 2011

9:30 AM
CITATIONS UNIT



CAUSE NO. 201170013

RECEIPT NO. 427980
11-17-2011

0.00 ATY
TR # 72725970

PLAINTIFF: SAVINO, BRIAN J
vs.
DEFENDANT: DODD, MICHAEL

In The 127th
Judicial District Court
of Harris County, Texas
127TH DISTRICT COURT
Houston, TX

CITATION (SECRETARY OF STATE CORPORATE NON-RESIDENT)

THE STATE OF TEXAS
County of Harris

TO: 3D GLOBAL SOLUTIONS (DELAWARE CORPORATION) BY SERVING THE TEXAS
SECRETARY OF STATE AT 12079 AUSTIN TEXAS 78711 FORWARD TO DEFENDANT'S
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Issued at request of:
TABOR, AMY ELIZABETH
700 LOUISIANA ST SUITE 1200
HOUSTON, TX 77002
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CHRIS DANIEL, District Clerk
Harris County, Texas
201 Caroline Houston, Texas 77002
(P.O. Box 4651, Houston, Texas 77210)

GENERATED BY: CUERO, NELSON 7MM/YSW/9160941

OFFICER/AUTHORIZED PERSON RETURN

Received on the ___ day of _____, _____, at _____ o'clock ____ .M., and executed the same in _____ County, Texas, on the ___ day of _____, _____, at _____ o'clock ____ .M., by summoning the _____,

by delivering to _____, in person _____

a corporation <

by leaving in the principal office during office hours

_____ of the said _____

a true copy of this notice, together with accompanying copy of

Serving _____ copy _____ \$ _____

Affiant

By _____ 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 _____ day of _____.

Notary Public



2011-70013 / Court: 127

Filed 11 November 17 P3:39
Chris Daniel - District Clerk
Harris County
ED101J016599488
By: Sharon Carlton

CAUSE NO. _____

BRIAN J. SAVINO,

Plaintiff,

vs.

MICHAEL DODD and 3D GLOBAL
SOLUTIONS, INC.

Defendants.

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§

HARRIS COUNTY, TEXAS

____ JUDICIAL DISTRICT

**PLAINTIFF BRIAN J. SAVINO'S
ORIGINAL PETITION AND REQUEST FOR DISCLOSURE**

Plaintiff Brian J. Savino files his Original Petition against Michael Dodd and 3D Global Solutions, Inc. ("3D Global Solutions") as follows:

I. INTRODUCTION

This dispute has arisen due to Mr. Dodd's and 3D Global Solutions' refusal to return Mr. Savino's earnest money and pay certain expenses incurred in connection with a proposed equity investment in 3D Global Solutions. When the deal failed to close, Mr. Dodd and 3D Global Solutions agreed to return Mr. Savino's earnest money but have failed to do so. Mr. Savino has therefore been forced to file this suit to get his money back.

A. DISCOVERY CONTROL PLAN

1. Mr. Savino intends to conduct discovery under Level 2 of Rule 190.3 of the TEXAS RULES OF CIVIL PROCEDURE.

B. PARTIES

2. Plaintiff Brian J. Savino is an individual who resides at 458 Jan Kelly Lane in Piney Point Village, Harris County, Texas.

3. Defendant Michael Dodd is an individual whose business address is 67 Mountain Boulevard Extension, Warren, New Jersey 07059. On information and belief, Mr. Dodd was and functioned at all relevant times as 3D Global Solutions' agent and alter ego.

4. Mr. Dodd does not maintain a regular place of business in Texas and does not have a registered agent for service of process in Texas. Mr. Dodd conducted business in Texas, and this suit arises out of Mr. Dodd's business in Texas. The Texas Secretary of State is therefore Mr. Dodd's agent for service of process in this action pursuant to TEX. CIV. PRAC. & REM. CODE § 17.044(b).

5. Defendant 3D Global Solutions is a Delaware Corporation with its business address at 67 Mountain Boulevard Extension, Warren, New Jersey 07059. On information and belief, 3D Global Solutions was and functioned at all relevant times as Mr. Dodd's agent and alter ego.

6. 3D Global Solutions may be served with citation in this action by serving its registered agent, Business Filings Incorporated, 108 West 13th Street, Wilmington, DE 19801. 3D Global Solutions does not maintain a regular place of business in Texas and does not have a registered agent for service of process in Texas. 3D Global Solutions conducted business in Texas, and this suit arises out of 3D Global Solutions' business in Texas. The Texas Secretary of State is therefore 3D Global Solutions' agent for service of process in this action pursuant to TEX. CIV. PRAC. & REM. CODE § 17.044(b).

C. VENUE

7. Venue is proper in Harris County, Texas pursuant to TEX. CIV. PRAC. & REM. CODE §§ 15.001, *et seq.*, because all or a substantial part of the events or omissions giving rise to the claims occurred in Harris County, Texas, and all claims or actions arise out of the same transaction, occurrence, or series of transactions or occurrences. Venue is also proper in Harris

County, Texas, as Plaintiff Brian Savino resided in this county at the time the causes of action accrued.

D. JURISDICTION

8. The Court has personal jurisdiction over Defendants Michael Dodd and 3D Global Solutions.

9. Mr. Dodd and 3D Global Solutions conducted business in Texas. Mr. Dodd and 3D Global Solutions solicited the proposed investment that is the subject of this suit from Mr. Savino in Texas by mailing promotional materials, including but not limited to an investment memorandum dated July 3, 2011, to Mr. Savino in Texas.

10. Mr. Dodd and 3D Global Solutions entered into the contracts that are the subject of this suit with Mr. Savino, a Texas resident, and the parties envisioned that those contracts would be performed in part Texas.

11. Mr. Dodd, 3D Global Solutions, and their counsel engaged in multiple telephone and electronic mail communications with Mr. Savino and his counsel in Texas regarding the contracts that are the subject of this suit.

12. Mr. Dodd and 3D Global Solutions accepted payment from Mr. Savino from his Texas bank account and promised to pay funds to Mr. Savino's Texas bank account.

13. Mr. Dodd visited Texas on July 28-30, 2011 in his personal capacity and as an agent of 3D Global Solutions, Inc. in connection with the proposed investment that is the subject of this suit. During this visit, Mr. Dodd discussed the terms of the investment transaction with Mr. Savino, including the terms on which Mr. Savino would be employed with 3D Global Solutions after the investment transaction closed. Mr. Dodd and Mr. Savino discussed that Mr. Savino would work for 3D Global Solutions from an office located in Houston.

E. CONDITIONS PRECEDENT

14. Mr. Savino pleads that all conditions precedent have been performed or have occurred.

F. FACTUAL BACKGROUND

1. Mr. Dodd and 3D Global Solutions solicited an investment transaction from Mr. Savino in Texas.

15. 3D Global Solutions provides staffing services for U.S. Government contracts. 3D Global Solutions recently decided to expand into the fuel distribution business. As part of this expansion, 3D Global Solutions sought to obtain contracts through the Defense Logistics Agency to procure fuel supplies for the U.S. Department of Defense in global markets and deliver those supplies to U.S. military operations worldwide.

16. Mr. Savino is an oil trader with over 30 years of expertise in buying and selling oil and related products in global markets. In June 2011, Mr. Dodd approached Mr. Savino and Jean Pierre Carles of Augusta Energy Partners ("Augusta") about entering into a business relationship with Mr. Dodd and 3D Global Solutions.

17. On or about July 3, 2011, Mr. Dodd and 3D Global Solutions, Inc. sent a Confidential Investment Memorandum to Mr. Savino in Texas soliciting an equity investment in 3D Global Solutions. The Memorandum proposed an offering of up to 50,000,000 shares in 3D Global Solutions at a price of \$200.00/share. The proposed offering was to include 6,000 shares owned by Mr. Dodd personally.

2. Mr. Savino agreed to pursue the investment transaction and provided earnest money.

18. On or about July 14, 2011, Mr. Dodd, Mr. Savino, 3D Global Solutions, and Augusta entered into a letter agreement titled "Good Faith Funding towards 3DGS equity purchase." This letter agreement envisioned that Mr. Savino and Augusta would invest \$5 million in 3D Global

Solutions in exchange for a 35% equity stake in the company. Mr. Savino agreed to provide \$150,000 as earnest money to demonstrate good faith in proceeding with the transaction. The letter agreement provided that "if for whatever reason the intended transaction is not accomplished, then these funds that were to be used as part of the funding proceeds will be returned in full within 10 business days from both parties agreeing that the intended transaction is not [sic] longer capable of being accomplished."

19. On or about July 15, 2011, Mr. Dodd, Mr. Savino, 3D Global Solutions, and Augusta entered into a preliminary memorandum of terms setting forth the parties' understanding of the proposed transaction. The preliminary memorandum of terms envisioned a deposit of \$150,000 and provided that this amount would be "fully refundable in case of non agreement during the due diligence."

3. The parties performed due diligence on the investment transaction.

20. On or about July 16, 2011, Mr. Savino provided the agreed earnest money by a wire transfer of \$150,000 from his bank account at Chase Bank in Houston, Texas to Mr. Dodd's personal bank account in Elkhart, Indiana.

21. Around this time, Mr. Dodd and Mr. Savino engaged in discussions regarding the details of the proposed investment transaction. Mr. Dodd and Mr. Savino discussed that Mr. Savino would become an employee of 3D Global Solutions after the transaction closed and that Mr. Savino would work for 3D Global Solutions in Houston.

22. Mr. Dodd visited Houston on July 28-30, 2011. During Mr. Dodd's visit to Houston, Mr. Dodd and Mr. Savino discussed the details of Mr. Savino's investment in 3D Global Solutions and Mr. Savino's employment with 3D Global Solutions after the transaction closed. Mr. Dodd

and Mr. Savino discussed that Mr. Savino would work from Houston as a 3D Global Solutions employee.

23. During Mr. Dodd's visit to Houston, Mr. Dodd and Mr. Savino also met with Ernst & Young and engaged Ernst & Young's Houston office to perform financial and tax due diligence on the proposed transaction. At a dinner meeting in Houston, Mr. Dodd and Mr. Savino agreed that Ernst & Young's fee would be capped at a sum no less than \$45,000 and no greater than \$60,000. They further agreed that Mr. Dodd, 3D Global Solutions, Mr. Savino, and Augusta would split Ernst & Young's fee three ways, with Mr. Savino paying one-third, Augusta paying one-third, and Mr. Dodd and 3D Global Solutions paying one-third.

24. Ernst & Young later agreed to cap its fees for this work at \$60,000, so that each party's share of the Ernst & Young fee was \$20,000. Ernst & Young performed its work in connection with this transaction in its Houston office.

25. During Mr. Dodd's visit to Houston, Mr. Dodd and Mr. Savino also discussed that Mr. Savino would travel to 3D Global Solutions' offices in New Jersey and New York to meet 3D Global Solutions' other officers and employees and learn more about 3D Global Solutions' business. Mr. Dodd and Mr. Savino agreed that 3D Global Solutions would reimburse Mr. Savino for the cost of this travel.

26. On or about August 2, 2011, Mr. Dodd solicited Mr. Savino by telephone calls to Mr. Savino in Houston, Texas to provide an additional \$150,000 in earnest money. Mr. Dodd asked Mr. Savino to wire these additional funds from Mr. Savino's bank account in Texas to Mr. Dodd's personal bank account in Elkhart, Indiana, just as Mr. Savino had done with the original earnest money payment. After further discussion, Mr. Dodd and Mr. Savino agreed that Mr. Savino would not provide any additional earnest money.

27. Mr. Savino traveled to 3D Global Solutions' offices in New York on August 3-5, 2011 and to its New Jersey offices on August 16-19, 2011. During these trips, Mr. Dodd repeated his and 3D Global Solutions' agreement that they would reimburse Mr. Savino for his travel expenses. Mr. Dodd directed Mr. Savino to submit his expenses to Mr. Dodd's assistant on a standard form used for 3D Global Solutions' expense reports. Mr. Savino incurred expenses of \$4,986.87 on these trips and duly submitted his expense reports after his return to Houston on the forms provided by Mr. Dodd and 3D Global Solutions. Mr. Dodd and 3D Global Solutions never reimbursed Mr. Savino for these travel expenses as promised.

28. Regarding other expenses related to the transaction, the parties agreed that each would bear his own expenses except as explicitly agreed otherwise in advance.

4. The parties agreed not to close the investment transaction.

29. During the due diligence, Mr. Savino learned facts indicating that Mr. Dodd and 3D Global Solutions commingled funds and did not maintain proper corporate separation between Mr. Dodd's personal assets and 3D Global Solutions' assets. Mr. Dodd received funds intended for 3D Global Solutions into his personal bank account. Mr. Dodd also solicited Mr. Savino and Augusta to approve the use of \$1.2 million in investment proceeds from the proposed transaction to make payments to him personally:

30. Also during the course of the due diligence, Mr. Savino learned facts indicating that 3D Global Solutions was not adequately capitalized. 3D Global Solutions had a debt of \$150,000 to a private individual that had not been disclosed in the initial offering memorandum. Mr. Dodd solicited Mr. Savino to approve repayment of that debt, along with 3D Global Solutions other debts, from the proceeds of the proposed transaction, which payment, together with the \$1.2

million payment to Mr. Dodd personally, would have left 3D Global Solutions with inadequate working capital even after the transaction had closed.

31. Ernst & Young was not able to validate the \$10,500,000 net present value for 3D Global Solutions that Mr. Dodd and 3D Global Solutions had represented in the offering memorandum. As a result, Augusta decided not to close the proposed transaction.

5. Mr. Dodd and 3D Global Solutions refused to return Mr. Savino's earnest money and compensate him for his expenses.

32. On or about September 2, 2011, Mr. Savino wrote to Mr. Dodd: "since we did not accomplish a closing with Augusta, I'd like to have my earnest money returned, since this funding was linked to the structured deal closing." Mr. Dodd and 3D Global Solutions did not return Mr. Savino's earnest money as promised.

33. In early to mid September of 2011, Mr. Dodd and Mr. Savino entered into further discussions regarding the terms of a transaction that would involve an equity investment by Mr. Savino in 3D Global Solutions and Mr. Savino becoming an employee of 3D Global Solutions and working for 3D Global Solutions in Houston, Texas. Mr. Dodd repeatedly contacted Mr. Savino in Houston by telephone and electronic mail in an attempt to convince Mr. Savino to accept this altered equity investment opportunity.

34. The terms that Mr. Dodd and 3D Global Solutions offered Mr. Savino were materially different from the terms previously offered and were not attractive to Mr. Savino. Mr. Savino therefore decided not to pursue the proposed altered equity investment opportunity.

35. On or about September 12, 2011, Ernst & Young issued an invoice to Mr. Savino for Ernst & Young's \$60,000 due diligence fee in connection with the proposed transaction. Mr. Savino and Augusta have made arrangements to settle their shares of this fee with Ernst & Young, and Mr. Savino has made payment to Ernst & Young in the amount of \$10,000. Mr.

Dodd and 3D Global Solutions never paid Mr. Savino their \$20,000 share of Ernst & Young's due diligence fee but indicated instead that they intended to make payment to Ernst & Young directly. On information and belief, Mr. Dodd and 3D Global Solutions have not paid Ernst & Young any amount for this due diligence fee.

36. On or about September 13, 2011, Mr. Savino again demanded the return of his \$150,000 earnest-money, along with payment of the \$20,000 that Mr. Dodd and 3D Global Solutions owed Ernst & Young for its due diligence work and Mr. Savino's \$4,986.87 in travel expenses that Mr. Dodd and 3D Global Solutions had agreed to reimburse.

37. On or about September 14, 2011, Mr. Dodd agreed to return Mr. Savino's \$150,000 earnest money within 10 working days. Again, Mr. Dodd and 3D Global Solutions did not return Mr. Savino's money as promised.

38. On or about September 28, 2011, Mr. Dodd assured Mr. Savino that he was working on transferring the funds. Again, Mr. Dodd and 3D Global Solutions did not return Mr. Savino's money as promised.

39. In October of 2011, Mr. Savino retained counsel to assist him in obtaining the return of his earnest money and reimbursement for his expenses and the Ernst & Young fees. Counsel for Mr. Dodd and 3D Global Solutions engaged in multiple telephone and electronic mail communications with Mr. Savino's counsel in Texas. On or about October 21, 2011, counsel for Mr. Dodd and 3D Global Solutions agreed with counsel for Mr. Savino that Mr. Dodd and 3D Global Solutions would return Mr. Savino's earnest money to Mr. Savino's account with Chase Bank in Texas by November 3, 2011. Again, Mr. Dodd and 3D Global Solutions did not return Mr. Savino's money as promised.

II. CAUSES OF ACTION

A. BREACH OF CONTRACT—JULY 14 LETTER AGREEMENT

40. Mr. Savino repeats and re-alleges paragraphs 14-39 *supra* as though fully set forth here.
41. Mr. Dodd and 3D Global Solutions agreed to return Mr. Savino's earnest money within 10 business days of the parties' agreement not to close the transaction proposed in the July 14 letter agreement.
42. The July 14 letter agreement is a valid, enforceable agreement.
43. Mr. Savino performed under the letter agreement by providing \$150,000 earnest money to Mr. Dodd and 3D Global Solutions.
44. Mr. Dodd and 3D Global Solutions breached the letter agreement by failing to return Mr. Savino's \$150,000 earnest money within 10 business days of the parties' deciding not to close the transaction envisioned in the letter agreement.
45. As a result of Mr. Dodd's and 3D Global Solutions' breach, Mr. Savino has incurred reasonable and necessary attorneys' fees.

B. BREACH OF CONTRACT—OCTOBER 21ST AGREEMENT

46. Mr. Savino repeats and re-alleges paragraphs 14-39 *supra* as though fully set forth here.
47. Mr. Dodd and 3D Global Solutions agreed to return Mr. Savino's \$150,000 earnest money by November 3, 2011. Their agreement to return the earnest money is a valid, enforceable agreement.
48. Mr. Savino's performance under this agreement was excused because Mr. Dodd and 3D Global Solutions materially breached the agreement.
49. As a result of Mr. Dodd's and 3D Global Solutions' breach, Mr. Savino has incurred reasonable and necessary attorneys' fees.

C. BREACH OF CONTRACT—AGREEMENT TO REIMBURSE ERNST & YOUNG EXPENSES

50. Mr. Savino repeats and re-alleges paragraphs 14-39 *supra* as though fully set forth here.
51. Mr. Dodd and 3D Global Solutions agreed to reimburse Mr. Savino for one-third of Ernst & Young's due diligence fees in the amount of \$20,000.
52. Mr. Dodd and 3D Global Solutions' agreement with Mr. Dodd regarding reimbursement for one-third of Ernst & Young's fees is a valid, enforceable agreement.
53. Mr. Savino performed under this agreement by engaging Ernst & Young according to the agreement, by paying Ernst & Young \$10,000 towards his share of Ernst & Young's expenses, and by acting in good faith to diligently investigate the proposed transaction.
54. Mr. Dodd and 3D Global Solutions breached this agreement by failing to reimburse Mr. Savino for the agreed expenses.
55. As a result of Mr. Dodd's and 3D Global Solutions' breach, Mr. Savino has incurred reasonable and necessary attorneys' fees.

D. BREACH OF CONTRACT—AGREEMENT TO REIMBURSE TRAVEL EXPENSES

56. Mr. Savino repeats and re-alleges paragraphs 14-39 *supra* as though fully set forth here.
57. Mr. Dodd and 3D Global Solutions agreed to reimburse Mr. Savino for travel expenses in the amount of \$4,986.87.
58. Mr. Dodd and 3D Global Solutions' agreement with Mr. Dodd regarding reimbursement for these travel expenses is a valid, enforceable agreement.
59. Mr. Savino performed under this agreement by travelling to the meetings to discuss the proposed transaction with Mr. Dodd and other representatives of 3D Global Solutions and by acting in good faith to diligently investigate the proposed transaction.

60. Mr. Dodd and 3D Global Solutions breached this agreement by failing to reimburse Mr. Savino for the agreed expenses.

61. As a result of Mr. Dodd's and 3D Global Solutions' breach, Mr. Savino has incurred reasonable and necessary attorneys' fees.

E. QUANTUM MERUIT

62. Mr. Savino repeats and re-alleges paragraphs 15-39 *supra* as though fully set forth here.

63. In the alternative, Mr. Savino provided Mr. Dodd and 3D Global Solutions, Inc. with valuable goods and services, including \$150,000 in cash, travel in order to work toward a proposed investment deal, and due diligence services from Ernst & Young.

64. Mr. Dodd and 3D Global Solutions accepted these goods and services.

65. Mr. Dodd and 3D Global Solutions had reasonable notice that Mr. Savino intended to be compensated for these services.

66. As a result of Mr. Dodd's and 3D Global Solutions' failure to compensate Mr. Savino for these goods and services, Mr. Savino has incurred reasonable and necessary attorneys' fees.

F. MONEY HAD AND RECEIVED

67. Mr. Savino repeats and re-alleges paragraphs 15-39 *supra* as though fully set forth here.

68. In the alternative, Mr. Dodd and 3D Global Solutions hold \$150,000 that in equity and good conscience belongs to Mr. Savino.

69. Mr. Dodd and 3D Global Solutions have maliciously refused to pay Mr. Savino this money despite repeatedly admitting that the money belongs to Mr. Savino and should be returned.

III. RELIEF SOUGHT

A. DAMAGES

70. Mr. Savino seeks an award of damages within the jurisdictional limits of this Court. Specifically, Mr. Savino seeks actual damages of not less than one hundred seventy four thousand nine hundred eighty six dollars and eighty-seven cents (\$174,986.87).

71. Mr. Savino also seeks an award of prejudgment and postjudgment interest.

B. ATTORNEYS' FEES AND COSTS

72. Pursuant to section 38.001, *et seq.* of the TEXAS CIVIL PRACTICE & REMEDIES CODE, Mr. Savino is entitled to recover his attorneys' fees and costs.

C. EXEMPLARY DAMAGES

73. Because Mr. Dodd and 3D Global Solutions acted with malice in refusing to return funds to which Mr. Savino was plainly entitled, Mr. Savino also seeks an award of exemplary damages.

IV. REQUEST FOR DISCLOSURE

Pursuant to Rule 194 of the TEXAS RULES OF CIVIL PROCEDURE, Defendants Michael Dodd and 3D Global Solutions, Inc. are requested to disclose, within 50 days of the service of this request, the information or material described in Rule 194.2(a) through (k) of the TEXAS RULES OF CIVIL PROCEDURE.

V. PRAYER

WHEREFORE, Plaintiff Brian J. Savino requests that the Defendants be cited to appear and answer and that upon final hearing, Mr. Savino have judgment against the Defendants for not less than one hundred seventy four thousand nine hundred eighty six dollars and eighty seven cents (\$174,986.87), plus interest before and after judgment as provided by law, attorneys' fees,

costs of suit, exemplary damages, and such other and further relief to which Plaintiff is justly entitled.

Respectfully submitted,

/s/Amy Tabor

Amy E. Tabor

State Bar No. 24041999

SCHIFFER ODOM HICKS & JOHNSON, PLLC

700 Louisiana St., Suite 1200

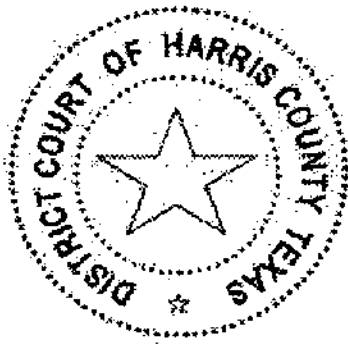
Houston, Texas 77002

Tel: 713-357-5150

Fax: 713-357-5160

atabor@sohjlw.com

ATTORNEYS FOR BRIAN J. SAVINO



I, Chris Daniel, 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 November 17, 2011

Certified Document Number: 50588593 Total Pages: 14

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com



SECRETARY OF STATE
 CITATIONS UNIT
 P.O. BOX 12079
 AUSTIN, TEXAS 78711-2079



Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

3D Global Solutions
 Registered Agent, Business Filings Incorporated
 104 West 13th St
 Wilmington, DE 19801

Thank you for using Return Receipt Service

