

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION

W.L. PETREY WHOLESALE	§	
COMPANY, INC.	§	
	§	
Plaintiff,	§	
	§	
vs.	§	CIVIL NO. 4:20-CV-00447-A
	§	
V2 INCENTIVES, LP	§	
	§	
Defendant.	§	

**DEFENDANT’S ORIGINAL ANSWER**

Defendant V2 Incentives, LP (“V2”), files this Original Answer in response to Plaintiff’s Original Complaint. V2 denies all allegations that are not expressly admitted as follows:

**Parties**

1. V2 lacks sufficient knowledge or information to admit or deny the allegations made in this paragraph.
2. V2 admits the allegations made in this paragraph.

**Jurisdiction**

3. V2 admits that V2 is a Texas entity, denies that the amount in controversy exceeds \$75,000, exclusive of interest and costs, but lacks sufficient knowledge or information to admit or deny the remaining allegations made in this paragraph.
4. V2 admits the allegations made in this paragraph.
5. V2 admits the allegations made in this paragraph.

**Factual Background**

6. V2 lacks sufficient knowledge or information to admit or deny the allegations made in this paragraph.

7. V2 denies that the Scotland trip was an “appreciation trip” and admits the other allegations made in this paragraph.

8. V2 admits the allegations made in this paragraph.

9. V2 admits the allegations made in this paragraph.

10. V2 denies that Plaintiff has made any additional payments to V2 since February 27, 2020, and admits all other allegations made in this paragraph.

11. V2 admits the allegations made in this paragraph.

12. V2 lacks sufficient knowledge or information to admit or deny the allegations made in this paragraph.

13. V2 lacks sufficient knowledge or information to admit or deny the allegations made in this paragraph.

14. V2 lacks sufficient knowledge or information to admit or deny the allegations made in this paragraph.

15. V2 denies the allegations made in this paragraph.

16. V2 admits that the Highland Games through 2020 have been cancelled and denies all other allegations made in this paragraph.

17. V2 admits the allegations made in this paragraph.

18. V2 denies the allegations made in this paragraph.

19. V2 denies the allegations made in this paragraph.

20. V2 denies the allegations made in this paragraph.

21. V2 denies the allegations made in this paragraph.

22. V2 admits that V2 provided alternative trips to Plaintiff and admits that V2 would not provide its proprietary information to Plaintiff which Plaintiff was not entitled to receive.

V2 denies all other allegations made in this paragraph.

23. V2 denies the allegations made in this paragraph.

24. V2 admits that it offered alternative trips to Plaintiff at no additional or further cost to Plaintiff and denies all other allegations made in this paragraph.

25. V2 denies the allegations made in this paragraph.

**Conditions Precedent**

26. V2 denies the allegations made in this paragraph.

**Causes of Action against Defendant**

27. V2 incorporates its responses set forth above as if fully set forth herein.

28. V2 denies that Plaintiff has performed, tendered performance of, or was excused from performing its contractual obligations and admits the other allegations made in this paragraph.

29. V2 admits the allegation concerning the Highland Games but denies all other allegations made in this paragraph.

30. V2 denies the allegations made in this paragraph.

31. V2 denies the allegations made in this paragraph.

32. V2 denies the allegations made in this paragraph.

**Demand for Jury Trial**

33. This paragraph contains no allegation requiring an admission or denial.

**Prayer**

34. V2 denies that Plaintiff is entitled to any of the relief requested in Plaintiff's prayer.

**DEFENSIVE PLEADINGS**

Subject to the foregoing Original Answer, and without waiving same, V2 asserts the following defenses:

35. Plaintiff repudiated the contract.

36. Plaintiff failed to perform its material obligations under the contract.

37. Plaintiff did not mitigate its damages.

38. Defendant is discharged from performing the remainder of the contract because Plaintiff repudiated or materially breached the contract.

**PRAYER**

39. WHEREFORE, PREMISES CONSIDERED, Defendant V2 Incentives, LP, prays that:

a. The Court enter judgment that Plaintiff take nothing by its suit;

b. The Court dismiss Plaintiff's claims against V2 with prejudice; and

c. Defendant recovers from Plaintiff such other and further relief to which it may be entitled.

Dated: June 16, 2020

Respectfully submitted,

/s/ David E. Kelley II  
David E. Kelley II  
State Bar No. 24002395  
DAVID E. KELLEY & ASSOCIATES  
1814 8<sup>th</sup> Ave, Suite A  
Fort Worth, Texas 76110  
Telephone: (817) 922-0555  
Facsimile: (817) 377-0353  
david@davidekelley.net

-and-

Stephen D. Lawrence Jr.  
State Bar No. 24029331  
LOE, WARREN, HIBBS & LAWRENCE, P.C.  
4420 W Vickery Blvd, Suite 200  
Fort Worth, Texas 76107  
P: 817-377-0060  
F: 817-377-1120  
slawrence@loewarren.com

ATTORNEYS FOR DEFENDANT V2  
INCENTIVES, LP

**CERTIFICATE OF SERVICE**

I hereby certify that on June 16, 2020, a true and correct copy of this document was served upon all counsel of record via the Court's CM/ECF system.

/s/ David E. Kelley  
David E. Kelley