

**IN THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS  
STATE OF MISSOURI**

|                                 |   |              |
|---------------------------------|---|--------------|
| LOGIC SYSTEMS SOUND             | ) |              |
| AND LIGHTING, INC.,             | ) |              |
|                                 | ) |              |
| Plaintiff,                      | ) |              |
|                                 | ) | Case No.     |
| v.                              | ) |              |
|                                 | ) | Division No. |
| LISTEN LIVE ENTERTAINMENT, LLC, | ) |              |
| d/b/a LOUFEST,                  | ) |              |
|                                 | ) |              |
| <b>Serve:</b> Michael Van Hee   | ) |              |
| Registered Agent                | ) |              |
| 1310 Mackay Place               | ) |              |
| St. Louis, MO 63104             | ) |              |
|                                 | ) |              |
| Defendant.                      | ) |              |

**PETITION**

COMES NOW Plaintiff Logic Systems Sound and Lighting, Inc. ("Logic Systems"), by and through its undersigned counsel, and for its cause of action against Defendant Listen Live Entertainment, LLC d/b/a Loufest ("Loufest") states as follows:

1. Plaintiff Logic Systems is a Missouri corporation in good standing with the Missouri Secretary of State with its principal place of business in the County of St. Louis, State of Missouri.
2. Defendant Loufest is a Missouri limited liability company in good standing with the Missouri Secretary of State who entered into a contract with Plaintiff Logic Systems in the County of St. Louis, State of Missouri.
3. Jurisdiction and venue are proper in this Court.

**COUNT I – BREACH OF CONTRACT**

4. Plaintiff Logic Systems reincorporates and realleges Paragraphs 1 through 3 of its Petition as if set forth fully herein.

5. Plaintiff Logic Systems has been the sound and lighting provider for the Loufest for several years, and, although Defendant Loufest paid Plaintiff Logic Systems for these services in prior years, it was significantly delayed in doing so.

6. Plaintiff Logic Systems entered into a contract with Defendant Loufest to be the sound and lighting provider for four stages at the 2018 Loufest concert on September 8-9, 2018, in exchange for payment of \$124,638.50.

7. Due to Defendant Loufest's history of chronically delayed payments, Plaintiff Logic Systems required payment for the 2018 Loufest in advance, with half of the contract price being paid on August 24, 2018, and the other half being paid on August 29, 2018.

8. Defendant Loufest failed to make either payment.

9. Thereafter, Defendant Loufest cancelled the 2018 Loufest, but has not reimbursed Plaintiff Logic Systems for its costs incurred and lost profits for the event.

10. Plaintiff Logic Systems' lost profits and out of pocket costs associated with the cancelled 2018 Loufest total \$55,082.

11. Plaintiff Logic Systems has made a demand for payment on Defendant Loufest for this amount, but Defendant Loufest has failed and refused to pay same and is therefore in breach of its contractual obligations.

## **COUNT II – BREACH OF CONTRACT**

12. Plaintiff Logic Systems reincorporates and realleges Paragraphs 1 through 11 of this Petition as if set forth fully herein.

13. Plaintiff Logic Systems also provided sound and lighting services to Defendant Loufest at other events such as the Faye Fest Music Festival in Fayetteville, Illinois, the Uncorked event at Kiener Plaza on June 1-2, 2018, and Grub & Groove in Francis Park on August 11, 2018.

14. Defendant Loufest owes Plaintiff Logic Systems for goods and services rendered these events in the amounts of \$3316.26 (Faye Fest); \$13,658.50 (Uncorked); and \$90.01 (Grub & Groove), for a total owed of \$17,064.77.

15. Plaintiff Logic Systems has made a demand for payment on Defendant Loufest for this amount, but Defendant Loufest has failed and refused to pay same and is therefore in breach of its contractual obligations.

### **COUNT III – QUANTUM MERUIT**

16. Plaintiff Logic Systems reincorporates and realleges Paragraphs 1 through 15 of this Petition as if set forth fully herein.

17. The reasonable value of the goods and services that Plaintiff Logic Systems provided to Defendant Loufest for the events referenced in Count II hereof is \$17,064.77.

18. Plaintiff Logic Systems has been damaged in the amount of \$17,064.77 based on Defendant Loufest's failure to pay for the reasonable value of the goods and services rendered, and it would be unfair and inequitable to allow Defendant Loufest to retain the benefit of these goods and services without paying the reasonable value thereof.

WHEREFORE, Plaintiff Logic Systems prays for a judgment on its Petition against Defendant Loufest in an amount in excess of \$25,000, for pre- and post-judgment interest, for its costs incurred herein, and for such other and further relief as this Court deems just and proper.

**ENGELMEYER & PEZZANI, LLC**

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