

Richard Merage, James Peterson, Sheila Peterson, Hazem Chehabi, Salma Chehabi, Hekmat Chehabi, Eyad Chehabi, and Haitham Chehabi reside in Orange County California. Plaintiff Jeffrey Horowitz resides in Los Angeles County, California

3. Defendant On Point Holdings, is a Limited Liability Corporation, doing business in Houston, Harris County, as On Point Sports and can be served with process through its registered agent, John G.H. Leggett, at 915 Franklin Street, unit #8N Houston, TX 77002.

4. Defendant Phillipe Tanguy is a principal of On Point Holdings, LLC and may be served at his regular place of business at 2503 Hazard Street, Houston, TX, 77019.

III. VENUE

5. Venue is proper in Harris County, Texas pursuant to C.P.R.C. § 15.002(a)(1) and (3) because Defendants' principal office is located in this county and all or a substantial part of the events giving rise to this lawsuit arose in this county. The amount in controversy is above the minimum jurisdiction of this Court.

IV. STATEMENT OF FACTS

6. Plaintiffs are a close group of families, who have known each other for many years. In 2006, they began making plans to attend the 2008 summer Olympics in Beijing.

7. Plaintiffs located Defendants through their website, which offered a variety of Beijing Olympic ticket packages.

8. Plaintiffs contracted with Defendants to purchase packages which included Opening Ceremony tickets, various event tickets, hotel reservations and ground transportation. All together, Plaintiffs paid \$282,605.00 to Defendants for these

packages.

9. Defendants represented to the Plaintiffs that "On Point Sports has never failed to deliver an event ticket." They also repeated this, verbally, and in writing, to the Plaintiffs after they signed the contracts.

10. Seating for all of the Beijing Olympic events was divided into "A", "B" and "C" categories, with "A" being the best seating and "C" the worst. Plaintiffs purchased packages containing only "A" category seating.

11. Other than the Opening Ceremonies, the Olympic events were divided into "Elite" and "Premier" categories. The "Elite" category included the most popular events, such as gymnastics, swimming and track and field. All of the tickets in the packages Plaintiffs purchased were for "Elite" category events. In addition, Plaintiffs purchased tickets for various "medal" round events; these were the final rounds of the events, as opposed to the preliminary rounds.

12. Defendants also represented to the Plaintiffs that they would keep Plaintiffs together as much as possible, so that they could enjoy the Olympic experience together.

13. Defendants also represented they would provide Plaintiffs "A" category seats for the Opening Ceremonies. Plaintiffs would not have gone on the trip at all, had they known they would not be able to get Opening Ceremony tickets.

14. Plaintiffs arranged for and purchased their own airfare. Because of the size of the group, and varying routes and travel plans, Plaintiffs' individual airfare costs varied. However, the total expenses for airfare for all of Plaintiffs was over \$90,000.

15. Prior to departing for Beijing, Plaintiffs made all payments to Defendants as required under their contracts.

16. Defendants did not deliver any event or Opening Ceremony tickets to

Plaintiffs prior to their arrival in Beijing.

17. On August 8, 2008, the day of the Opening Ceremonies, at approximately noon, Defendants informed Plaintiffs that they did not have the Opening Ceremony tickets Plaintiffs purchased. Plaintiffs were unable to obtain any Opening Ceremony tickets from other sources.

18. Defendants also failed to provide Plaintiffs with any of the sporting event tickets they ordered. Instead, Defendants provided Plaintiffs tickets for different days, different events and different classes of seats. Most of their seats were in "B" or "C" class levels and at times, they were in highest row of seats of the venue. In addition to the loss of quality of seating, Plaintiff Lilly Merage could not attend several of the events Defendants provided tickets for, because she could not hike up to the upper rows.

19. Defendants also failed to provide Plaintiffs with the "medal" event tickets they purchased. Instead, Defendants only provided Plaintiffs with tickets to the preliminary rounds. Defendants also failed to provide all of the "Elite" level tickets Plaintiffs purchased. In addition, instead of grouping Plaintiffs together, the seats Defendants provided were widely scattered, often in groups of just two.

V. CAUSE OF ACTION

20. Plaintiffs incorporate by reference the allegations contained in Sections I through IV of this Petition

BREACH OF CONTRACT

21. Plaintiffs entered into valid and binding contracts with Defendants for travel packages which included Opening Ceremony tickets and specific event tickets, with premium seating at premium events.

22. Plaintiffs performed all of their duties as required by the terms and conditions of the contracts by timely paying all sums due to Defendants.

23. Defendants failed to perform their duties as required by the terms and conditions of the contracts, including by failing to provide Opening Ceremony tickets, by failing to provide premium seating at premium events, by failing to provide tickets for "medal" events and by failing to seat Plaintiffs together.

24. Plaintiffs suffered damages as a result of Defendants' failures. These damages include all amounts paid for travel expenses incurred by Plaintiffs including, but not limited to expenses for Opening Ceremony tickets, event tickets, hotel, airfare and ground transportation.

VI. DAMAGES

25. Plaintiffs incorporate by reference the allegations contained in Sections I through V of this Petition.

26. Defendants' acts and omissions caused Plaintiffs to suffer actual damages in excess of the minimum jurisdictional limits of this Court in the form of out-of-pocket expenses and attorney's fees, which Plaintiffs seek to recover from Defendants. Plaintiff seek damages for all amounts paid to Defendants for expenses for Opening Ceremony tickets, event tickets, hotel, airfare and ground transportation.

VII. CONDITIONS PRECEDENT AND JURY REQUEST

27. All conditions precedent to recovery have been performed or have otherwise occurred per Texas Rule of Civil Procedure 54.

28. Plaintiffs request a jury trial.

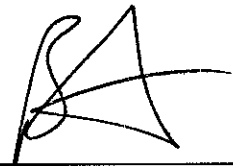
**VIII.
PRAYER**

29. Premises considered, Plaintiffs pray that they recover from Defendants their actual and consequential damages, costs of court, attorney's fees, pre judgment interest, post judgment interest and such other and further relief, legal and equitable, to which they may show themselves to be justly entitled.

Respectfully submitted,

MORIARTY LEYENDECKER ERBEN PC

By: _____



James R. Moriarty
State Bar No. 00784472
P. Kevin Leyendecker
State Bar No. 00784472
Hilary S. Greene
State Bar No. 24050688
1150 Bissonnet
Houston, Texas 77005
(713) 528-0700
(713) 528-1390 Fax
ATTORNEYS FOR PLAINTIFFS