

CAUSE NO. 366-04941-2019

**SHARING SERVICES GLOBAL
CORPORATION F/K/A SHARING
SERVICES, INC., ET AL,**

Plaintiff,

v.

ROBERT OBLON,

Defendant.

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IN THE DISTRICT COURT

366th JUDICIAL DISTRICT

COLLIN COUNTY, TEXAS

**DEFENDANT'S SPECIAL EXCEPTIONS TO
PLAINTIFFS' FIRST AMENDED PETITION**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Robert Oblon, Defendant in the above styled and numbered cause, and specially excepts to Plaintiffs' First Amended Petition as follows:

1. Defendant specially excepts to the allegations set forth in paragraph no. 11 of Plaintiffs' live Petition on the grounds that Plaintiffs have not properly alleged or demonstrated, with any degree of specificity, that the items addressed therein are the property of SHRG;

2. Defendant specially excepts to the allegations set forth in paragraph no. 12 of Plaintiffs' live Petition on the grounds that Plaintiffs have not properly alleged or demonstrated, with any degree of specificity, that the exhibits to the "IP Assignment" referenced therein were ever presented to, or approved by, Defendant before the Settlement Agreement was signed;

3. Defendant specially excepts to the allegations set forth in paragraph no. 13 of Plaintiffs' live Petition on the grounds that the Plaintiffs have failed to properly allege or demonstrated that the March 16, 2018 letter agreement referenced therein is supported by consideration;

4. Defendant specially excepts to the allegations set forth in paragraph nos. 21 and 22 of Plaintiffs' live Petition on the grounds that Plaintiffs have failed to demonstrated, with any degree of specificity, that these domain names do, in truth, constitute "legally protected trade secrets". Additionally, Defendant specially excepts to the allegations set forth in these paragraphs on the grounds that Plaintiffs have failed to properly allege or demonstrate, with any degree of specificity, that the Defendant's *alleged* refusal to transfer these domain names by a specific date constitutes a violation of the Settlement Agreement (or that the Plaintiffs are even entitled to a transfer of all of the domain names);

5. Defendant specially excepts to the allegations set forth in paragraph nos. 25-28 of Plaintiffs' live Petition on the grounds that Plaintiffs' allegations – *even if true*¹ – do not constitute a violation of the Settlement Agreement;

6. Defendant specially excepts to the allegations set forth in paragraph no. 30 of Plaintiffs' live Petition on the grounds that Plaintiffs' have failed to identify, with any degree of specificity, what "unlawful and tortious acts" they are referring to and how Defendant has allegedly been "improperly interacting with Plaintiffs' business partners";

7. Defendant specially excepts to the allegations set forth in paragraph nos. 33-38 of Plaintiffs' live Petition on the grounds that Plaintiffs have failed to identify, with any degree of specificity, how the domain names do, in truth, constitute *alleged* protectable "trade secrets" defined by TUTSA; and

8. Defendant specially excepts to Plaintiffs' Application for Injunctive Relief as follows:

- a. Plaintiffs have failed to identify, with any degree of specificity, any actions and conduct that Defendant has *allegedly* engaged in that constitute an actual violation of the Settlement Agreement;

- b. Plaintiffs have failed to properly allege – and prove – that all of the Domain Names that it is now demanding are, in truth, the property of SHRG;
- c. Plaintiffs have failed to demonstrate that all of these Domain Names are, in fact, the undisputed property of SHRG;
- d. Plaintiffs have failed to properly allege and present any evidence demonstrating that Defendant has used these *alleged* trade secrets in *any* wrongful/inappropriate way;
- e. Plaintiffs have failed to demonstrate that the Defendant contacted any of Plaintiffs’ “distributors”, etc., and have not presented any proper factual allegations supporting same;
- f. Plaintiffs have failed to demonstrate that the *alleged* “trade secrets” at issue are, in truth, protectable trade secrets;
- g. Plaintiffs have not properly alleged, and have not proven, any immediate, irreparable injury, loss or damage;
- h. Plaintiffs have not properly alleged or proven any defined injury;
- i. Plaintiffs’ Petition does not evidence a probable right of recovery in favor of Plaintiffs; and
- j. Plaintiffs’ Verification page to their live Petition is conclusory and wholly improper.

Respectfully submitted,

FEE, SMITH, SHARP & VITULLO, L.L.P



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ATTORNEY FOR DEFENDANT

ROBERT OBLON

CERTIFICATE OF SERVICE

THIS WILL CERTIFY that a true and correct copy of the foregoing instrument has been mailed, telecopied or hand delivered to all attorneys of record in this cause of action on the 11th day of September, 2019.

Via E-filing & Email

Matthew K. Davis

Jones, Davis & Jackson, PC

15110 Dallas Parkway, Suite 300

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HOWARD J. KLATSKY