

D-1-GN-25-005158

CAUSE NO. \_\_\_\_\_

TEXAS MUSIC HOLDINGS COMPANY LLC,	§	IN THE DISTRICT COURT
HEARD ENTERTAINMENT TEXAS LLC,	§	
606 HOLDINGS LLC, THE PARISH	§	
AUSTIN LLC, THE PARISH AUSTIN II LLC,	§	
and STEPHEN STERNSCHEIN	§	
	§	
<i>Plaintiffs,</i>	§	
	§	
v.	§	TRAVIS COUNTY, TEXAS
	§	
GLOBAL WORLDWIDE INTERNATIONAL	§	
3 LLC, GLOBAL WORLDWIDE	§	
INTERNATIONAL 2 LLC and	§	
ANDREW SERNOVITZ	§	459TH, DISTRICT COURT
	§	
<i>Defendants.</i>	§	_____ JUDICIAL DISTRICT

**PLAINTIFFS' VERIFIED ORIGINAL PETITION AND  
APPLICATION FOR TEMPORARY RESTRAINING ORDER**

Plaintiffs Texas Music Holdings Company LLC (“**TMHC**”), Heard Entertainment Texas LLC (“**Heard**”), 606 Holdings LLC (“**606 Holdings**”), The Parish Austin LLC (“**Parish I**”), Parish Austin II LLC (“**Parish II**”, and together with Parish II, “**Parish**”), and Stephen “Steve” Sternschein (“Sternschein”) (collectively, the “Plaintiffs”) file this file this verified original petition and application for temporary restraining order against defendants, Global Worldwide International 3 LLC (“**GW12**”), Global Worldwide International 3 LLC (“**GW13**”), and Andrew “Andy” Lawrence Sernovitz (“Sernovitz”) (collectively, the “Defendants”), and allege as follows:

### **DISCOVERY-CONTROL PLAN**

1. Plaintiffs intend to conduct discovery under Level 2 of Texas Rule of Civil Procedure 190.3 and affirmatively plead that this suit is not governed by the expedited-actions process in Texas Rule of Civil Procedure 169 because Plaintiffs seek injunctive relief.

### **CLAIM FOR RELIEF**

2. Plaintiffs seek monetary relief of \$250,000.00 or less and nonmonetary relief.

### **PARTIES**

3. Plaintiff, **Texas Music Holdings Company LLC**, is a Texas limited liability company doing business in Travis County, Texas.

4. Plaintiff, **Heard Entertainment Texas LLC**, is a Texas limited liability company doing business in Travis County, Texas.

5. Plaintiff, **606 Holdings LLC**, is a Texas limited liability company doing business in Travis County, Texas.

6. Plaintiff, **The Parish Austin LLC**, is a Texas limited liability company doing business in Travis County, Texas.

7. Plaintiff, **The Parish Austin II LLC**, is a Texas limited liability company doing business in Travis County, Texas.

8. Plaintiff, **Stephen “Steve” Sternschein**, is an individual residing in Travis County, Texas.

9. Defendant, **Global Worldwide International 2 LLC**, a Texas limited liability company whose registered office is located in Travis County at 1999 Bryan Street, Suite 900, Dallas, Texas 75201, may be served with process by serving its registered agent for service of

process, C T Corporation System, in Travis County at 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

10. Defendant, **Global Worldwide International 3 LLC**, a Texas limited liability company whose registered office is located in Travis County at 1999 Bryan Street, Suite 900, Dallas, Texas 75201, may be served with process by serving its registered agent for service of process, C T Corporation System, in Travis County at 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

11. Defendant, **Andrew “Andy” Lawrence Sernovitz**, an individual who is a resident of Texas, may be served with process in Travis County at 3616 Far West Blvd., Suite 117, Box 500, Austin, Texas 78731, or wherever Defendant may be found.

### **VENUE**

12. Venue is mandatory in Travis County, Texas under Texas Civil Practice & Remedies Code section 65.023(a) because this is a suit in which the primary relief sought is an injunction against Defendant, Andy Sernovitz, a resident of Texas, and Travis County is the count where Defendant is domiciled.

13. Venue is also proper in Travis County, Texas under Texas Civil Practice & Remedies Code section 15.002 because (a) all or a substantial part of the events or omissions giving rise to the claim occurred in Travis County, Texas, (b) Defendant, Andy Sernovitz, a natural person, resides in Travis County, and (c) Defendant, Global Worldwide International 3 LLC, a limited liability company, maintains its principal office Texas in Travis County.

## **FACTS**

14. Stephen “Steve” Sternschein (“Sternschein”) and David Machinist (“Dave”<sup>1</sup>, and together with Steve, the “Founders”) are the original, founding members of Heard Entertainment Texas LLC (“Heard”).

15. Heard owns and operates the business of two independent music venues located in Austin, Texas: (a) Empire Control Room and Garage; and (a) The Parish.

16. Texas Music Holding Company LLC (“TMHC”) is the managing member of Heard, and owns 95% of the share interests (membership interest) in Heard.

17. Empire Control Room and Garage (music venue) is located on two adjacent, contiguous parcels of land at 606 and 608-614 E 7th Street, Austin, Texas 78701 (the “606 Property”) and 604 E 7th Street, Austin, Texas 78701 (the “604 Property”). The “Control Room” portion of the venue is an indoor bar and concert space located on the 606 Property, and the “Garage” portion of the venue is an outdoor concert space located on the 604 Property.

18. 606 Holdings LLC owns the 606 Property. 606 Holdings owes a mortgage to Horizon Bank for the 606 Property, pursuant to a loan agreement dated August 22, 2019. Heard is the Manager of 606 Holdings.

19. On September 30, 2024, Heard purchased the 604 Property from Treysian LLC, a Texas limited liability company (“Treysian”), for \$2,200,000.00, and Heard owes a mortgage to Austin Economic Development Corporation, a Texas nonprofit corporation doing business as Rally Austin (“Rally Austin”), in the amount of \$2,100,000.00, pursuant to a funding loan agreement dated September 30, 2024.

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<sup>1</sup> David Machinist has a twin brother named Michael Machinist (“Mike”). Hence, this original petition shall refer to David Machinist by “Dave”, to minimize confusion in this cause moving forward.

20. Immediately after Heard's purchase of the 604 Property, Heard and 606 Holdings entered into a purchase and contribution agreement (the "604 Contribution Agreement"), dated September 30, 2024, where Heard agreed to contribute and transfer the 604 Property to 606 Holdings in exchange for 8,980 shares in 606 Holdings LLC.

21. Immediately after Heard contributed the 604 Property to 606 Holdings, Heard, 606 Holdings, and Treysian entered into a share interests purchase agreement, dated September 30, 2023, where Heard agreed to sell 2866 share interests in 606 Holdings from Heard.

22. In December of 2024, Dave learned that his mother has early stage Alzheimer's, and as her primary caregiver, became unable to continue performing his duties overseeing the day-to-day operations of Heard, TMHC, and Parish.

23. Sternschein and Dave immediately began to search for way to facilitate Dave's exit from Heard, TMHC, and Parish and bring in a new partner and operations executive to assist with the day-to-day management of the business.

24. Shortly thereafter, still in December 2024, Sternschein met Andrew Lawrence Sernovitz ("Sernovitz") through an angel investors email list in connection with an open SAFE offering related to the restructure and consolidation of the assets of TMHC.

25. Sernovitz is the sole member and principal of both Global Worldwide International 2 LLC ("GWI2") and Global Worldwide International 3 LLC ("GWI3"). At all relevant times, the law firm DuBois Bryant & Campbell represented and served as Sernovitz, GWI2, and GWI3's legal counsel.

26. In January of 2025, Founders began exploring a potential investment and engagement of a "transition team" lead by Sernovitz, and they, each as a manager of Heard and TMHC, began to share emails and other files with Sernovitz.

27. At the beginning of February 2025, Heard, TMHC, and Parish, began to conduct diligence and share financial, operational, and share interest transfer information with Sernovitz. On February 1, 2025, Steve shared the then-current balance sheet of TMHC.

28. Based on information and belief, Sernovitz prepared and distributed a draft \$500,000 loan agreement by GWI2 to the benefit of TMHC on February 3, 2025, which included provisions for additional funding, to accommodate TMHC's immediate and potential need for financial relief.

29. However, based on information and belief, Sernovitz withdrew GWI2's loan offer on February 6, 2025, and he and GWI2 began to renegotiate for the purchase of share interests in 606 Holdings, signaling a shift in Sernovitz's strategy from financial support to acquisition.

30. On February 7, 2025, Heard, 606 Holdings, and GWI2 (one Sernovitz's of companies) executed a Share Interests Purchase Agreement via DocuSign, where Heard agreed sell 7,518 share interests of 606 Holdings to GWI2, effective February 10, 2025 ("February Heard-GWI2 606 Transfer V1"). An email from DocuSign was sent on at 5:41 PM February 7, 2025 confirming that the completion of this agreement. Based on information and belief, Sernovitz represented to the Founders, prior to this transaction, that the funds received by Heard in exchange for the sale of 7,518 share interests would be used for payment of delinquent payroll taxes among other critical expenses for Heard and other affiliate entities.

31. On February 11, 2025, Sernovitz sent email to Sternschein and Chris Clark (an attorney for TMHC and Heard) providing a summary of diligence documents that needed to be prepared and executed for GWI2 to agree to purchase the 7,518 share interests in 606 Holdings, which included a 606 Holdings manager's certificate that certifies the "cleanup approval of the

issuance of >10,000 shares – the original agreement limited how many shares Heard received. So need to retroactively make sure Heard’s shares were validly issued.”

32. On February 13, 2025, Sernovitz (from his personal email “andy@sernovitz.com” email address) joined an email thread with Anne Gatling Hayne (with Rally Austin) and Reuben Rosof (outside legal counsel for Rally Austin) related to resolving the transfer of the 604 Property deed from Heard to 606 Holdings and joining the 604 Property and 606 Property together in the property records (the “604 Joinder Transaction”). In this February 13, 2025 correspondence, Sernovitz stated that Robert Montgomery and Mona Ghogomu, of DuBois Bryant & Campbell, represented Sernovitz and GWI2.

33. On February 19, 2025, Heard, 606 Holdings, and GWI2 re-executed the February Heard-GWI2 606 Transfer V1 via Adobe Acrobat Sign, except this second version included a new Section 6.16, with the caption “604 Real Estate” (this second version is hereinafter referred to as “February Heard-GWI2 606 Transfer V2”). Section 6.16 of the February Heard-GWI2 606 Transfer V1 states in part:

In the event that the 604 Conveyance and Loan Assignment is not completed by May 31, 2025, then, at the election of [GWI2], [Heard] shall convey to [GWI2] without further consideration or contingency the greater of (x) a 26.66% tenant-in-common interest in the 604 Real Estate or (y) such other percentage of tenant-in-common interest in the 604 Real Estate such that [GWI2] receives the value attributed to the 604 Real Estate (as determined by a third-party appraisal conducted by an MAI appraiser with at least 10 years’ experience in the appraisal of commercial real estate in the Austin, Texas market, such appraiser to be mutually agreeable to [GWI2] and [Heard], and the cost of the appraisal to be paid by [Heard] at its sole expense) that [GWI2] would have received had the 604 Conveyance been effective as of the Effective Date.

The “Conveyance and Loan Assignment refers to the 604 Joinder Transaction. An email from Adobe Acrobat Sign was sent at 10:34 AM on February 19, 2025 confirming that the execution of this agreement was completed.

34. Additionally, on February 19, 2025, TMHC (together with its affiliates), GWI3, and Andy Sernovitz executed an Independent Contractor Agreement (“ICA”), dated February

19, 2024, GWI3 (Andy Sernovitz, as the “Principal” of GWI3) agreed to serve as a consultant to TMHC, Heard, Parish, 606 Holdings, Adventures Agency Inc., a Delaware corporation, and Velvet Technology Solutions Texas LLC, a Texas limited liability company (collectively, the “TMHC Group”). Section 4 of the ICA states that all intellectual property and Work Product shall remain the intellectual property and Work Product of TMHC. Section 5 of the ICA placed extreme limitations on TMHC Group entities’ ability to control their respective company business, and thus extreme limitations on Stephen Sternscheins ability to control and manage such entities—effectively giving Andy Sernovitz and GWI3 unilateral control of the TMHC Group, including the unilateral control over whether 604 Conveyance and Loan Assignment could be completed by the May 31, 2025 deadline (as stated in Section 6.16 of the February 10, 2025 Share Interest Purchase Agreement).

35. After the execution of the ICA, Sernovitz began to hold himself out as the president each entity of the TMHC Group, which included Andy Sernovitz changing his “andy@heard.live” email signature heading to reflect such.

36. In an email to the Rally Austin team and Reuben Rosof,

37. On February 21, 2025, in an email to Rally Austin, Mona Ghogomu further confirmed that DuBois Bryant and Campbell represented Andy and GWI2 as an investor in 606 Holdings, as well as a management party working with [Sternschein].

38. On April 28, 2025, GWI2, Heard, and 606 Holdings entered into a second Share Interest Purchase Agreement, where Heard agreed to sell 1,265 Share Interests of 606 Holdings to GWI2. This second Share Interest Purchase Agreement also included the same Section 6.16 with identical language as the first Share Interest Purchase Agreement.



39. On May 12, 2025, Sernovitz sent his wife Julie Grisham an email (from the “andy@sernovitz.com” email address) with the subject heading “Let me know if both of your time machines worked”, which infers that they used Apple’s built-in backup software to back up TMHC data. Juile Grisham is not nor ever was an employee, officer, manager, or other service provider to the TMHC.

40. On May 15, 2025, Sernovitz offered to purchase the remaining shares of Heard’s interest in 606 Holdings, coupled with a threat of bankruptcy, indicating his aggressive approach to gaining control.

41. On May 18, 2025, Sernovitz emailed Sternschein memorandum, which outlined changes to the ICA. Sternschein responded with some reservations to such changes, which prompted Sernovitz to reply with “This is not a proposal. There is no agreement needed. These are all decisions I have sole authority to make.” This statement by Sernovitz further confirms that he willing usurped unilateral control over Stephen Sternschein and the TMHC Group.

42. On May 19, 2025 at 1:41 PM, Sernovitz sent Sternschein a letter with the subject heading “Termination”, where Sernovitz attempted to terminate the ICA for cause. However, this termination was defective and without merit. Shortly after Sernovitz, his access to the “andy@sernovitz.com” Google Account and all TMHC Group access to financials, books, and records was terminated.

43. However, Sernovitz deleted all emails from his “andy@heard.live” Google email folder, prior to losing his “andy@heard.live” Google Account access, in a blatant attempt to circumvent transparency and accountability for his actions and statements while holding himself out as the “president” of the TMHC Group. This action is viewed as an attempt to circumvent transparency.

44. Furthermore, based on information and belief, Sernovitz requested that Tyler Oviatt (the then-current director of operations) send Sernovitz a copy of the Heard financial statements. Then, at 1:13 PM (CDT) on May 19, 2025, Sernovitz received the financial statements from Tyler Oviatt, sent to Sernovitz's "andy@heard.live" email at 1:13 PM (CDT), immediately prior to losing his "andy@heard.live" Google Account access.

45. Additionally, on May 19, 2025, Andy Sernovitz requested to create an archive of his Google data for his "andy@heard.live" Google Account via Google Takeout. Sernovitz received the Google Takeout request to his "andy@heard.live" email at 1:17 PM (CDT). Based on information and believe, Sernovitz subsequently downloaded the data immediately prior to losing his "andy@heard.live" Google Account access on May 19, 2025.

46. On May 28, 2025, Sernovitz emailed all the members of 606 Holdings and attached a memorandum sharing his concerns about the state of the member's investment. This memorandum includes several false, misleading, and disparaging statements. The attached memo (document titled "606 Partner Memo 2025-05-28.pdf") states several disparaging statements about the TMHC Group the all the members of 606 Holdings that intend to interfere with the economic interests of Heard and 606 Holdings. Furthermore, Andy disclosed confidential information to the 606 Holdings members that he obtained while acting as the president of the TMHC Group, and this breach the confidentiality provisions in the ICA, breached its fiduciary duty to the TMHC Group, and engaged in self-dealing with the intent to interfere with the interest of Heard and Stephen Sternschein for the sole benefit of himself, GWI2, and GWI2.

#### **COUNT 1—BREACH OF FIDUCIARY DUTY**

47. Under Texas law, the elements of a cause of action for breach of fiduciary duty are the following: (a) the plaintiff and defendant had a fiduciary relationship; (b) the defendant

breached its fiduciary duty to the plaintiff; and (c) the defendant's breach proximately caused injury to the plaintiff or resulted in a benefit to the defendant.

48. Under Texas law, corporate officers and directors owe a fiduciary duty to the corporations they serve. *International Bankers Life Ins. V. Holloway*, 368 S.W.2d 567, 576 (Tex. 1963).

49. From February 19, 2025 until May 19, 2025, Sernovitz served as president and had unilateral control over the TMHC Group. Hence, during the term of the ICA, and thus while Sernovitz served as president of the TMHC, Sernovitz had a fiduciary relationship.

50. To prove an action for breach of fiduciary duty, the Plaintiffs must establish the Defendant breached his fiduciary duty. *Nugent v. Estate of Ellickson*, 543 S.W.3d 243, 256 (Tex. App.—Houston [14th Dist.] 2018, no pet.).

51. Based on information and belief, Defendant breached his duty to refrain from self-dealing, the duty to not usurp corporate opportunities for personal gain, the duty of fair honest dealing with Heard, TMHC, 606 Holdings, and Parish, the duty of the utmost good faith in Sernovitz's relations with Heard, TMHC, 606 Holdings, and Parish, and the duty of full disclosure to Heard, TMHC, 606 Holdings, and Parish of any personal interest he has in the subject matter of contracts Sernovitz negotiated on behalf of Heard, TMHC, and 606 Holdings, including the Joinder Agreement with Rally Austin.

52. Furthermore, based on information and belief, Sernovitz and GWI3 were fully aware of the TMHC Group respective delinquent payroll taxes—as Sernovitz in his role as president, and since he had received such disclosure in diligence—yet Sernovitz and GWI3 instead diverted funds elsewhere (as Sernovitz had unilateral control of allocating such funds).

53. If the breach of fiduciary duty injured the plaintiff, the plaintiff must prove the breach proximately cause the plaintiff's injury. *First United Pentecostal Ch. v. Parker*, 514 S.W.3d 214, 220-21 (Tex. 2017). To prove proximate cause, the plaintiff must show that the breach of fiduciary duty was the cause-in-fact of the plaintiff's injury and a foreseeable consequence of the breach. *Bos v. Smith*, 556 SW.3d 293, 303 (Tex. 2018).

54. Based on information and belief, Defendants' breach of his fiduciary duty has injured Plaintiffs, including their respective members and corporate affiliates.

55. However, if the breach of fiduciary duty resulted in a benefit to the defendant, the plaintiff does not need to prove injury to prevail on a claim for breach of fiduciary duty. *First United Pentecostal Ch.*, 514 S.W.3d at 220-21.

56. Based on information and believe, Defendants intentionally made false, mislead, and disparaging statements intend to interfere with the economic interests of the TMHC Group.

57. In an action for breach of fiduciary duty, the plaintiff may be able to obtain equitable relief. Furthermore, the plaintiff is not required to prove that the breach caused actual damages in order to obtain equitable relief. *First United Pentecostal Ch.*, 514 S.W.3d at 220.

## **COUNT 2—BUSINESS DISPARATEMENT**

58. The elements of a cause of action for business disparagement are the following: (a) the defendant published disparaging words about the plaintiff's economic interests; (b) the words were false; (c) the defendant published the words with malice; (d) the defendant published the words without privilege; and €the publication caused special damages.

59. Sernovitz circulated a memorandum to all the members of 606 Holdings sharing his concerns about the state of the member's investment. This memorandum included several

false, misleading, defamatory, and disparaging statements intend to interfere with the economic interests of the TMHC Group, including the following:

60. Sernovitz stated that the 606 Holding's "[i]ncome taxes and K1s for 2024 have not been prepared and that process has not started." This statement is misleading and disparaging.

61. Sernovitz stated that the 606 Holdings "[b]ooks and records have not been maintained by the managing partner[, and there] are no financials at all, no K1s, etc. Corporate documents are incomplete."

62. 61. Sernovitz stated that: "No effort appears to have been made by Heard to implement the transfer, and the lender (Rally Austin) appears unaware of the agreement. The lender has approval rights." This statement is wholly false and disparaging.

#### **APPLICATION FOR TEMPORARY RESTRAINING ORDER**

63. Plaintiffs ask the Court to prevent Sernovitz from acting as a representative, and/or agent of the TMHC Group, to prevent Defendants from communicating with any employees, independent contractors, vendors, clients, customers, or affiliates of the TMHC Group, to require Defendants to return all stolen property and/or information (including the Google Takeout files), to prevent Defendants from using Google Takeout files to the detriment of Plaintiffs, and to refrain from any future false, misleading, defamatory, or disparaging statements against Plaintiffs.

64. It is probable that Plaintiffs will recover from Defendants after a trial on the merits because the Plaintiffs each have standing to at least one of the pleaded claims of relief, and based on the known facts, Plaintiffs will likely succeed on the merits of their lawsuit.

65. If Plaintiffs' application is not granted, harm is imminent because Defendants have already caused Plaintiffs financial harm, interfered with prospective business relationships, attempted to destroy the Plaintiffs' respective reputations, and if the Court fails to grant injunctive relief, Defendants will continue to have access to stolen information that they are no longer permitted to have, and thus, may continue use such information to the Plaintiffs' detriment.

66. The harm that will result if the temporary restraining order is not issued is irreparable because the Plaintiffs will likely not be able to restore the financial condition of the TMHC Group, restore the reputations of the Plaintiffs, and proceed with key business relationships unless Defendants are prevented from engaging in the above-referenced wrongful conduct.

67. Plaintiffs have no adequate remedy at law because Defendants have stolen confidential, privileged files and information from Plaintiffs, and Defendants may use such to inflict further harm unto the business of Plaintiffs; and because Sernovitz continues to make defamatory and/or disparaging statements about the Plaintiffs. Furthermore, Defendants wrongful conduct is ongoing; therefore, the damages cannot be reasonably calculated until their wrongful conduct is put to a stop.

68. Plaintiffs are willing to post bond, if deemed necessary by the Court.

#### **REQUEST FOR TEMPORARY INJUNCTION**

69. Plaintiffs ask the Court to set their application for temporary injunction for a hearing and, after the hearing, issue a temporary injunction against Defendants.

#### **REQUEST FOR PERMANENT INJUNCTION**

70. Plaintiffs ask the Court to set their application for permanent injunction for a full trial on the merits and, after the trial, issue a permanent injunction against Defendants.

**PRAYER**

71. For these reasons, Plaintiffs ask that Defendants, be cited to appear and answer and, on final trial, that Plaintiffs be awarded a judgment against Defendants for the following:

- a. Temporary restraining order.
- b. Temporary injunction.
- c. Permanent injunction.
- d. Actual damages.
- e. Prejudgment and post-judgment interest.
- f. Court costs.
- g. All other relief to which Plaintiffs are entitled.

Respectfully submitted on July 17, 2025,

By: /s/ Christopher E. Douglas  
Christopher E. Douglas  
State Bar No. 00031855

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**Unsworn Declaration of Stephen Sternschein**

“My name is Stephen Sternschein, my date of birth is June 2, 1983, and my address is 2506 Cecil Dr., Austin, Texas 78744, United States of America. I am the President and a Director of Adventures Agency Inc., and I am capable of making this declaration. Furthermore, I have read the above document, and I declare under the penalty of perjury that the facts stated in such paragraphs are within my personal knowledge and are true and correct.”

Executed in Travis County, Texas on \_\_\_\_\_.

\_\_\_\_\_  
Stephen Sternschein



### **Automated Certificate of eService**

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Christopher Douglas on behalf of Christopher Douglas

Bar No. 31855

chris@douglaslaw.us

Envelope ID: 103312312

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Status as of 7/18/2025 4:56 PM CST

#### Case Contacts

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