

Exhibit “A”

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Attorneys for Plaintiff
NATIONWIDE MUTUAL INSURANCE
COMPANY

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION

NATIONWIDE MUTUAL
INSURANCE COMPANY,

Plaintiff,

vs.

DAVID E. MURRAY,

Defendant.

CASE No.

**COMPLAINT FOR
DECLARATORY RELIEF**

DEMAND FOR JURY TRIAL

Unofficial Copy Office of Marilyn Burges District Clerk

1 Plaintiff NATIONWIDE MUTUAL INSURANCE COMPANY
2 (“NATIONWIDE”) alleges:

3 **I. JURISDICTION AND INTRADISTRICT ASSIGNMENT**

4 1. *Jurisdiction:* The jurisdiction of this Court over the subject matter of
5 this action is predicated on 28 USC §1332. This is a civil action between citizens
6 of different states and the amount in controversy exceeds \$75,000, exclusive of
7 interests and costs.

8 2. NATIONWIDE is a corporation incorporated under the laws of the
9 State of Ohio, with its principal place of business in the State of Ohio.

10 3. NATIONWIDE is informed and believes that Defendant David E.
11 Murray (“MURRAY”) is a citizen of California, because his residence is in
12 Mission Viejo, California and that is his domicile.

13 4. *Intradistrict Assignment:* NATIONWIDE is informed and believes
14 that MURRAY resides in Mission Viejo, such that venue is proper in the Southern
15 Division.

16
17 **II. FACTUAL BACKGROUND**

18 5. In this lawsuit plaintiff NATIONWIDE seeks declaratory relief with
19 respect to a Homeowner’s Policy (Policy No. 72 04 HR 060259) issued by
20 NATIONWIDE to MURRAY which was in effect for the period of June 8, 2019 to
21 June 8, 2020 (“Policy”). The Policy was issued to MURRAY for his “residence
22 premises” located at 23928 Skyline, Mission Viejo, California. The Policy
23 provides under Coverage E a limit of liability of \$500,000 per “occurrence” for
24 “property damage” and “bodily injury” liability.

25 6. On July 3, 2019, MURRAY was at the residential property located at
26 6514 Kodes Clay Ct. in Spring, Texas (“Property”). The Property was undergoing
27 renovations in preparation for selling it. It was to be a “flipped” house.
28 NATIONWIDE is informed and believes that Me Alpha III, LLC, a Texas Limited

1 Liability Company, (“Alpha”) was identified as the owner of the Property and that
2 it provided MURRAY with permission to stay at the Property allegedly for his
3 personal use and enjoyment on or about July 3, 2019.

4 7. NATIONWIDE is informed and believes that MURRAY formed
5 Alpha in September of 2015 and according to Alpha’s Company Agreement, it is a
6 Texas Limited Liability Company and its Manager was MURRAY, its only
7 Member was MURRAY and its only Capital Contribution was \$1000 made by
8 MURRAY as of the date of the fire, July 3, 2019.

9 8. On July 3, 2019, MURRAY allegedly launched fireworks from the
10 Property. Afterward, MURRAY allegedly negligently “disposed” of fireworks
11 which ultimately led to a fire at the Property, causing substantial damage to the
12 Property.

13 9. The Property is not identified on the Declarations page for the Policy.

14 10. On June 7, 2021, Alpha filed the case, captioned *Me Alpha III, LLC v.*
15 *David Murray*, District Court, 151st Judicial District, Harris County, Texas, Cause
16 No. 202134123 (“*Alpha* action”). A true and correct copy of this Petition is
17 attached hereto as Exhibit A.

18 11. In the *Alpha* action, Alpha seeks to recover damages from MURRAY,
19 for the fire damage he allegedly caused to the Property.

20 12. The Petition in the *Alpha* action contains causes of action for
21 negligence and gross negligence. The Petition alleges that “Plaintiff seeks
22 monetary relief of more than \$250,000 but less than \$1,000,000.”

23 13. MURRAY tendered his defense and indemnity for the *Alpha* action to
24 NATIONWIDE and NATIONWIDE is providing MURRAY with a defense to the
25 *Alpha* action, subject to a reservation of rights.

26 14. NATIONWIDE did not know about the Property until after the fire,
27 and after the fire learned that the Property had been purchased with the intention of
28 renovating the Property and selling it. At the time of the fire, the Property was

1 being renovated for sale. MURRAY has provided documentation to
2 NATIONWIDE which shows that he was the sole manager and member of Alpha at
3 the time of the fire.

4 15. NATIONWIDE is informed and believes that MURRAY alone handled
5 the purchase of the Property, obtaining a loan on the Property for the renovations,
6 and obtaining insurance for the loan. The only insurance MURRAY obtained for
7 the Property, prior to the fire, was obtained by Alpha in the amount of \$198,000
8 which covered the value of the loan Alpha obtained to renovate the Property. The
9 loan was personally guaranteed by MURRAY alone. The insurance did not provide
10 any liability coverage. The amount of the insurance is far less than the amount of
11 damages claimed by Alpha against MURRAY in the *Alpha* action.

12 16. NATIONWIDE is informed and believes that as of the time of the fire,
13 MURRAY was the sole manager and member of Alpha and its capitalization was
14 \$1000 contributed by MURRAY for ownership of 100% of Alpha. Thus, if an
15 award is entered in Alpha's favor and against MURRAY in the *Alpha* action,
16 MURRAY would be entitled to the award as the only member and sole manager of
17 Alpha at the time of the fire. MURRAY would derive a direct financial benefit
18 from this arrangement and profit from his own alleged negligence.

19
20 **III. NATIONWIDE POLICY PROVISIONS**

21 17. NATIONWIDE is informed and believes that the liability coverage of
22 MURRAY'S homeowner's policy is not intended to extend liability coverage to
23 MURRAY under the circumstances here and seeks the court's declaration to that
24 effect based upon the following policy language. The Policy's insuring agreement
25 provides in pertinent part:

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SECTION II – LIABILITY COVERAGES

A. COVERAGE E - Personal Liability

If a claim is made or a suit is brought against an “insured” for damages due to an “occurrence” resulting from negligent personal acts or negligence arising out of the ownership, maintenance or use of real or personal property, we will:

- 1. Pay up to our limit of liability for the damages for which an “insured” is legally liable. Damages include prejudgment interest awarded against an “insured”; and
- 2. If a suit is filed, provide a defense at our expense by counsel of our choice for covered claims. We may investigate and settle any claim or suit. Our duty to settle or defend ends when our limit of liability for the “occurrence” has been exhausted by payment of a judgment or settlement.

...

SECTION II – EXCLUSIONS

...

E. COVERAGE E - Personal Liability and COVERAGE F - Medical Payments to Others

Coverages E and F do not apply to the following:

3. Business

- a. “Bodily Injury” or “property damage” arising out of or in connection with a “business” conducted from an “insured location” or engaged in by an “insured”, whether or not the “business” is owned or operated by an “insured” or employs an “insured”.

1 This Exclusion **E.3.** applies but is not limited to an act or
2 omission, regardless of its nature or circumstance,
3 involving a service or duty rendered, promised, owed, or
4 implied to be provided because of the nature of the
“business”.

5 **b.** This Exclusion **E.3.** does not apply to:

- 6 **1)** The rental or holding for rental of an “insured
7 location”;
- 8 **a)** On an occasional basis if used only as a residence;
- 9 **b)** In part for use only as a residence, unless a single-
10 family unit is intended for use by the occupying
11 family to lodge more than two roomers or boarders;
12 or
- 13 **c)** In part, as an office, school or private garage; and
- 14 **2)** An “insured” under the age of 21 years involved in a
15 part-time or occasional, self-employed “business” with
16 no employees. (“Business Exclusion”)

17 ...

18 **5. “Insured’s” Premises Not An “Insured Location”**

19 “Bodily injury” or “property damage” arising out of a
20 premises:

- 21 **a.** Owned by an “insured”;
- 22 **b.** Rented to an “insured”; or
- 23 **c.** Rented to others by an “insured”;
- 24 that is not an “insured location”;
- 25 (“Insured Location Exclusion”)

26 ...

1 **F. Coverage E – Personal Liability**

2 Coverage E does not apply to:

3 ...

- 4
- 5 **2.** “Property damage” to property owned by an “insured”. This
6 includes costs or expenses “incurred” by an “insured” or
7 others to repair, replace, enhance, restore or maintain such
8 property to prevent injury to a person or damage to property
9 of others, whether on or away from an “insured location”;
 (“the Owned Property Exclusion”)

10 ...

11 The Policy contains the following definitions:

12 ...

- 13
- 14 **5.** “Business” means:

15 **a.** A trade, profession or occupation, including self-
16 employment, engaged in on a full-time, part-time or
17 occasional basis; or

18 **b.** Any other activity engaged in for money or other
19 compensation, except the following:

20 **(1)** One or more activities, not described in **(2)** through **(4)**
21 below, for which no “insured” receives more than
22 \$2,000 in total gross compensation for the 12 months
 before the beginning of the policy period;

23 **(2)** Volunteer activities for which no money is received
24 other than payment for expenses incurred to perform
25 the activity;

26 **(3)** Providing home day care services for which no
27 compensation is received, other than the mutual
28 exchange of such services; or

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(4) The rendering of home day care services to a relative of an “insured”.

...

8. "Insured" means:

a. You and residents of your household who are:

(1) Your relatives; or

...

9. “Insured location” means:

a. The “residence premises”;

b. The part of other premises, other structures and grounds used by you as a residence; and

(1) Which is shown in the Declarations; or

(2) Which is acquired by you during the policy period for your use as a residence;

c. Any premises used by you in connection with a premises described in a. and b. above;

d. Any part of a premises;

(1) Not owned by an “insured”; and

(2) Where an “insured” is temporarily residing;

e. Vacant land, other than farmland, owned by or rented to an “insured”;

f. Land owned by or rented to an “insured” on which a one-, two-, three- or four-family dwelling is being built as a residence for an “insured”;

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g. Individual or family cemetery plots or burial vaults of an “insured”; or

h. Any part of a premises occasionally rented to an “insured” for other than “business” use.

...

11. “Occurrence” means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:

a. “Bodily injury”; or

b. “Property damage”

...

13. “Property damage” means physical injury to or destruction of tangible property and any resulting loss of use as a result.

...

15. “Residence premises” means:

a. The one-family dwelling where you reside;

...

c. That part of any other building where you reside;

on the inception date of the policy period shown in the Declarations and which is shown as the “residence” premises in the Declarations.

“Residence premises” also includes other structures and grounds at that location.

...

IV. NATIONWIDE’S CONTENTIONS

18. NATIONWIDE is informed and believes based upon the information

1 that is presently known that MURRAY's Policy is not intended to extend liability
2 coverage to MURRAY for the damages sought by Alpha in the *Alpha* action based
3 upon the policy language, basic principles of liability insurance and equity. With
4 respect to policy language, if MURRAY as opposed to Alpha is deemed the owner
5 of the Property, then the policy's Insured Location Exclusion bars coverage,
6 because the "property damage" caused by the fire arises out of a premises that was
7 owned by MURRAY but not an "insured location" on the Policy. In addition, if
8 MURRAY is deemed the owner of the Property the Owned Property Exclusion also
9 applies to bar coverage as the fire damage was sustained by property owned by
10 MURRAY. Also, NATIONWIDE reserves the right to assert that the BUSINESS
11 Exclusion applies to bar coverage should additional facts support the exclusion's
12 application.

13 19. NATIONWIDE contends that under the principles governing the alter
14 ego doctrine, Alpha should be deemed the alter ego of MURRAY such that they are
15 one and the same for purposes of the insurance coverage issues presented. If
16 Alpha is the alter ego of MURRAY then MURRAY owns the Property and the
17 Owned Property and Insured Location Exclusions preclude coverage for the
18 damages alleged against MURRAY in the *Alpha* action. Despite the fact that Alpha
19 holds title to the Property as a Texas Limited Liability Company, Alpha and
20 MURRAY should be held to be one in the same under the principles of the alter ego
21 doctrine based upon the following reasons including but not limited to: (1) Alpha's
22 failure to maintain any corporate minutes and records (NATIONWIDE has
23 requested that MURRAY provide it with the corporate minutes and records for
24 Alpha, but MURRAY has failed to produce any such corporate minutes or records);
25 (2) Alpha's failure to follow corporate formalities including undercapitalizing
26 Alpha; (3) the amount of financial interest, ownership and control that MURRAY
27 maintained over Alpha as of the time of the fire; (4) MURRAY's personal
28 guarantee for Alpha's loan for the renovation work to the Property; (5)

1 MURRAY'S potential financial gain from the *Alpha* action brought against him;
2 (5) the use of Alpha as a mere shell, instrumentality, or conduit for the business of
3 MURRAY such that they should be considered one in the same for purposes of the
4 insurance coverage issues presented here; and (6) there is such a unity between
5 Alpha and MURRAY that the separateness of the business entity has ceased and
6 injustice would result if MURRAY through Alpha recovers insurance benefits from
7 NATIONWIDE for the fire damage.

8 20. The declaration sought is also supported by the fundamental principles
9 of liability insurance. Liability insurance like that provided by the Policy to Murray
10 is intended to protect Murray from liability to a genuine third party. Liability
11 insurance is not intended to provide a means by which an insured will profit or
12 benefit from being sued. Essentially an insured may not sue him or herself for
13 causing damage to their own property. First party fire insurance is intended to
14 compensate an insured for damage to his or her own property due to the peril of
15 fire, but here, no such coverage was obtained for the Property. Essentially
16 MURRAY through Alpha is suing himself to recover benefits under the Policy as a
17 result of the fire. The *Alpha* action alleges that MURRAY negligently started the
18 fire. If Policy benefits are paid to Alpha in the *Alpha* action, then MURRAY will
19 profit by his own negligence, since he is the sole member of Alpha.

20 21. In addition, the outcome that MURRAY seeks with respect to the
21 *Alpha* action, is inequitable for a number of reasons: (1) MURRAY never advised
22 NATIONWIDE about the Property such that no premium was ever charged for the
23 Property; (2) MURRAY decided to forego securing liability coverage for the
24 Property and limited the insurance to the amount of the loan for the renovation
25 work; and (3) MURRAY will benefit from the action against him even though he
26 chose to inadequately insure the Property in the event of a fire and failed to disclose
27 the Property to NATIONWIDE.

28 22. For clarification, NATIONWIDE is not relying on the principles of the

1 alter ego doctrine to make MURRAY personally liable to a third party for a debt or
2 obligation of Alpha, which would be the typical use of the doctrine. Here, the party
3 seeking liability against MURRAY is not a third party, but MURRAY'S own
4 limited liability company.

5 23. NATIONWIDE contends that adherence to the fiction of the separate
6 existence of Alpha as an entity distinct from MURRAY would create an inequitable
7 result and would promote injustice with respect to the insurance coverage issues
8 presented here.

9 24. MURRAY disputes NATIONWIDE'S position, and NATIONWIDE
10 has agreed to provide MURRAY with a defense against the *Alpha* action subject to
11 a reservation of rights, including the right to decline coverage based on the
12 application of the Owned Property and Insured Location Exclusions. The
13 reservation of rights includes the right to file this lawsuit. Thus, the subject of the
14 instant lawsuit is whether the Policy obligates NATIONWIDE to indemnify
15 MURRAY against the *Alpha* action.

16 25. In addition, NATIONWIDE has reserved its right to rely on the
17 Business Exclusion to deny coverage to MURRAY with respect to the claims
18 alleged against him in the *Alpha* action in the event that NATIONWIDE obtains
19 sufficient facts to justify such a denial. To date, NATIONWIDE'S investigation
20 into the application of the Business Exclusion is incomplete.

21 26. As between NATIONWIDE on the one hand, and MURRAY on the
22 other, an actual controversy has arisen and now exists relating to the rights,
23 obligations, and interests of the parties herein under the Policy for MURRAY with
24 respect to the damages that may be awarded against him in the *Alpha* action.
25 Questions exist as to whether NATIONWIDE has a duty to indemnify MURRAY
26 in the event that he is found to be legally liable to pay damages in the *Alpha* action.

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28 ///

FIRST CAUSE OF ACTION

**Declaratory Relief As To The Duty To Indemnify
(Against MURRAY)**

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3 27. NATIONWIDE incorporates by reference and realleges herein
4 paragraphs 1 through 26 of this Complaint.

5 28. An actual and present controversy has arisen and now exists between
6 NATIONWIDE on the one hand, and MURRAY on the other hand, concerning
7 their respective rights, obligations and interests under the Policy as they concern the
8 *Alpha* action.

9 29. NATIONWIDE contends that it is not obligated to indemnify
10 MURRAY against the *Alpha* action, because the Owned Property and Insured
11 Location Exclusions preclude coverage. NATIONWIDE asserts that for purposes of
12 insurance coverage, Alpha is the alter ego of MURRAY such that they are one and
13 the same. Therefore, MURRAY owned the Property at the time of the fire and the
14 Exclusions apply to bar coverage and relieve NATIONWIDE from indemnifying
15 MURRAY against any recovery against him arising from the *Alpha* action.

16 30. Moreover, in the event that NATIONWIDE's investigation obtains
17 sufficient facts to conclude that the Business Exclusion precludes NATIONWIDE
18 from indemnifying MURRAY against the *Alpha* action, then NATIONWIDE will
19 ask the Court to find that the Business Exclusion also precludes NATIONWIDE
20 from indemnifying MURRAY against the *Alpha* action.

21 31. On the other hand, MURRAY disputes NATIONWIDE'S coverage
22 position and contends that NATIONWIDE is obligated to indemnify MURRAY for
23 any damages that might be awarded against him in the *Alpha* action.

24 32. NATIONWIDE desires a judicial determination and declaration of the
25 rights, obligations and interests of NATIONWIDE on the one hand, and MURRAY
26 on the other, and a determination as to whether NATIONWIDE is obligated to
27 indemnify MURRAY for any damages that might be awarded against him in the
28 *Alpha* action.

1 33. Such a judicial declaration is necessary and appropriate at this time in
2 order that NATIONWIDE on the one hand, and MURRAY on the other, may
3 ascertain their rights, duties and interests with respect to the Policy.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, NATIONWIDE prays for judgment as follows:

6 **FIRST CAUSE OF ACTION**

- 7 1. For a judicial declaration of all rights, duties and obligations of the
- 8 parties as they concern NATIONWIDE’s duty to indemnify MURRAY for any
- 9 damages that may be awarded against him in the *Alpha* action;
- 10 2. For costs of suit herein incurred, plus interest; and
- 11 3. For such other and further relief as the court may deem just and
- 12 proper.

13
14 Dated: October 10, 2023

BHC LAW GROUP LLP

15
16 By: 

17 KAREN L. UNO
18 JAMES I. SILVERSTEIN
19 Attorneys for Plaintiff
20 NATIONWIDE MUTUAL
21 INSURANCE COMPANY
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial.

Dated: October 10, 2023

BHC LAW GROUP LLP

By: 
KAREN L. UNO
JAMES I. SILVERSTEIN
Attorneys for Plaintiff
NATIONWIDE MUTUAL
INSURANCE COMPANY

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EXHIBIT A

CAUSE NO. 202134123

ME ALPHA III, LLC
Plaintiff,

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IN THE DISTRICT COURT

V.

_____ JUDICIAL DISTRICT

DAVID MURRAY
Defendant

HARRIS COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE:

NOW COMES Plaintiff, ME ALPHA III, LLC, and files this Original Petition complaining of Defendant, DAVID MURRAY, and in support and for causes of action would respectfully show the Court as follows:

CLAIM FOR RELIEF

Pursuant to TEX. R. CIV. P. 47, Plaintiff seeks monetary relief of more than \$250,000.00 but less than \$1,000,000.00, but ultimately leaves it to the jury to determine the amount of damages that have been incurred by Plaintiff.

Plaintiff also makes a demand for judgment for all the other relief to which the Plaintiff deem itself entitled.

II.
DISCOVERY CONTROL PLAN

Discovery in this matter should be conducted under a Level II Discovery Control Plan, pursuant to TEXAS RULES OF CIVIL PROCEDURE, 190.2.

III.
PARTIES

Plaintiff, ME ALPHA III, LLC, is a Texas Limited Liability Company.

Defendant, DAVID MURRAY, is a Texas resident who may be served at his homestead located at 6514 Kodes Clay Ct. in Spring, Texas. *Service will be by private process.*

IV.
JURISDICTION & VENUE

This Court has subject-matter jurisdiction over this suit because the amount in controversy exceeds this Court's minimum jurisdictional requirements. This Court has personal jurisdiction over defendant, David Murray, a non-resident, because Defendant committed multiple torts which are the subject of this suit. Such torts made the subject of this suit were committed in Spring, Harris County, Texas. Specifically, Defendant, David Murray, negligently disposed of fireworks, which ultimately led to a fire at a home located in Spring, Harris County, Texas he was given permission to use for his enjoyment during a holiday vacation. As such, this Court also has personal jurisdiction over Murray pursuant to TEX. CIV. PRAC. & REM. CODE §17.042(2).

Venue is proper in Harris County pursuant to Texas Civil Practice & Remedies Code Ann. §15.001.

The facts and allegations made the basis of Plaintiff's claims herein all occurred and accrued in Spring, Harris County, Texas and the real property made the basis of this suit is located in Harris County; therefore, venue is in all things proper in Harris County, Texas.

V.
BACKGROUND FACTS

ME Alpha III, LLC, (hereinafter "MA3") is the owner of the property located at 6514 Kodes Clay Ct in Spring, Texas ("the Property"). Defendant, David Murray, was given permission to stay at the property for his personal use and enjoyment during a holiday vacation. On July 3, 2019, Defendant negligently disposed of fireworks, which ultimately lead to a fire on the Property. Defendant had a duty to keep the Property in the same condition in which he received it. However,

Defendant's carelessness lead to unreasonable risks and ultimate destruction of property. The fire caused substantial damage to the physical property, personal items, as well as neighboring properties. As a result of the Defendant's actions and omissions, MA3 has suffered and continues to suffer damages as set forth herein.

VI.
CONDITIONS PRECEDENT

All conditions precedent to MA3's recovery has occurred, been performed, or rendered moot by the passage of time.

VII.
NEGLIGENCE AND GROSS NEGLIGENCE

Pursuant to TEX. R. CIV. P. 58, MA3 re-alleges the facts set forth above in the foregoing paragraphs and would show unto the Court that, in the alternative, the acts and omissions of Defendant surrounding the improper disposal of fireworks leading to a fire that resulted in the aforementioned damages were performed in a negligent manner. Specifically, Defendant had a duty to act as reasonable and prudent person in the same or similar situation and exercise ordinary care in the proper disposal of fireworks. Defendant breached those duties, as alleged in the foregoing paragraphs.

Defendant, in using the Property, owed MA3 a duty of ordinary care. By failing to properly discharge the fireworks which ultimately caused fire damage, Defendant breached that duty. The damages caused by Defendant's negligence resulted in damage to property owned by others, and to MA3's personal property.

Defendant's negligent conduct, as alleged above, was more than momentary thoughtlessness or inadvertence. Rather, his conduct involved an extreme degree of risk, considering the probability and magnitude of the potential harm to MA3 and the Property. MA3

further pleads that Defendant had actual, subjective awareness of the risk of harm to MA3 and the Property and that it would suffer if he did not properly discharge the fireworks, but continued to proceed with conscious indifference to the rights, safety, and welfare of MA3 and the Property.

As a result of Defendant's negligence and gross negligence, MA3 has suffered financial damages. Because Defendant was grossly negligent, MA3 is entitled to an award of exemplary damages.

VIII.
DAMAGES

MA3 has been made to suffer substantial injury by Defendant failing to properly discharge fireworks at 6514 Kodes Clay Ct., Spring, Texas, ultimately leading to fire damage. MA3 seeks the recovery of all economic damages, non-economic damages, special damages, actual damages, and consequential damages.

IX.
PRODUCING & PROXIMATE CAUSE

Defendant's conduct as described above was a producing and/or proximate cause of MA3's damages. As a result, MA3 has sustained damages well in excess of the minimum jurisdictional limits of this Court.

X.
JURY DEMAND

MA3 hereby demands a trial by jury in accordance with the TEXAS RULES OF CIVIL PROCEDURE.

PRAYER

WHEREFORE, PREMISES CONSIDERED, ME Alpha III, LLC prays that Defendant, David Murray be cited to appear and answer and on final trial that ME Alpha III, LLC be awarded all actual damages, economic damages, consequential damages, special damages, attorney's fees,

pre-judgment interest, post-judgment interest, taxable court costs, all in an amount that exceeds the jurisdictional limits of this Court and for such other and further relief to which ME Alpha III, LLC may show itself justly entitled.

Respectfully submitted,

KUSTOFF & SANDERS, LLP
4103 Parkdale
San Antonio, Texas 78229
Telephone: (210) 614-9444
Telecopier: (210) 614-9464

By: /s/ Daniel O. Kustoff

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ATTORNEYS FOR PLAINTIFF

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COPY OF PLEADING PROVIDED BY PLT

CAUSE NUMBER: 202134123

PLAINTIFF: ME ALPHA III LLC	In the 151st Judicial
vs.	District Court of
DEFENDANT: MURRAY, DAVID	Harris County, Texas

CITATION

THE STATE OF TEXAS
County of Harris

TO: MURRAY, DAVID
6514 KODES CLAY CT
SPRING TX 77379

Attached is a copy of PLAINTIFF'S ORIGINAL PETITION.

This instrument was filed on June 7, 2021, in the above numbered and styled cause on the docket in the above Judicial District Court of Harris County, Texas, in the courthouse in the City of Houston, Texas. The instrument attached describes the claim against you.

YOU HAVE BEEN SUED. You may employ an attorney. If you or your attorney do not file a written answer with the District Clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org.

ISSUED AND GIVEN UNDER MY HAND and seal of said Court, at Houston, Texas, this June 7, 2021.



Marilyn Burgess
Marilyn Burgess, District Clerk
Harris County, Texas
201 Caroline, Houston, Texas 77002

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