



2. Defendant, Del Angel Trailer Rental, LLC is a Texas Limited Liability Company, that rents trailers to individuals and businesses and may be served with process at its registered agent location ANTONIO DEL ANGEL, 6305 FM 359 RD, Brookshire, TX 77423, or at its principal office located at 21233 FM 529, Cypress, Texas 77433.
3. Defendant, ANTONIO DEL ANGEL, on information and belief, is an owner of co-defendant company and was present and involved in making the decision to repossess the Plaintiff's trailer while in the middle of his move and dump all of Plaintiff's belongings onto private property knowing that it would cause serious harm to the Plaintiff. This individual Defendant can be served at the principal office location of 6305 FM 359 RD, Brookshire, TX 77423.
4. Defendant OMAR DEL ANGEL, on information and belief, is an owner of co-defendant company and was present and involved in making the decision to repossess the Plaintiff's trailer while in the middle of his move and dump all of Plaintiff's belongings onto private property knowing that it would cause serious harm to the Plaintiff. This individual Defendant can be served at the principal office location of 6305 FM 359 RD, Brookshire, TX 77423.

## II. JURISDICTION AND VENUE

5. This Court has jurisdiction over this matter pursuant to Tex. Gov't Code § 24.007, as the amount in controversy exceeds \$75,000, exclusive of interest and costs.
6. Venue is proper in Harris County, Texas under Tex. Civ. Prac. & Rem. Code § 15.002, because this is the county in which the events giving rise to this claim occurred, and the Defendant resides and conducts business in Harris County.

### III. FACTS

7. On or about October 16, 2024, Plaintiff, Andrew Lehman, Sr., entered into a rental agreement with Defendant Del Angel Trailer Rentals for the lease of a 20-foot moving trailer to transport his personal belongings. Plaintiff rented the trailer at Defendant's place of business located at 21233 FM 529, Cypress, Texas.
8. Plaintiff had all his personal belongings packed in the trailer, which included significant financial and sentimental items, including furniture from his 7-bedroom home, office equipment from his 1,200 sq. foot office, as well as the clothes of his 4 children aged 16, 15, 13, and 11 as part of a planned move to San Antonio, TX.
9. On the early morning of October 17, 2024, at La Quinta Inn & Suites in Luling, Texas, (just 15 miles from the Plaintiff's final destination) Defendant

repossessed the trailer early in the morning and dumped Plaintiff's personal belongings in the hotel parking lot and drove away.

10. Despite Plaintiff's timely payment of nearly \$400.00 and valid rental agreement, on October 17, 2024 Defendant, through its agents, employees, or representatives, unlawfully repossessed the trailer which was in the possession of the Plaintiff, which was still under rental agreement, and was only past due for one day, and the plaintiff's active security deposit covered any past due amounts.

11. Immediately after dumping the Plaintiff's personal belongings, which were valued at more than \$75,000.00, the Defendants, and each of them, hooked the trailer up to their truck and drove away abandoning the plaintiff and all of his belongings on the personal property of a 3<sup>rd</sup> party without attempting to mitigate the circumstances whatsoever, immediately thereafter the Luling Police Department arrived and threatened the Plaintiff that they would take him to jail for dumping if he didn't remove all the property or put the property in the dumpster within 60 minutes.

12. In a frantic rush, the Plaintiff and his minor children, including his infant son, called every storage place in the 25 mile area as well as every trailer rental place in a 50 mile radius and no one had immediate availability. Thus the Plaintiff and his minor children were forced to clear the parking lot of all debris and put their expensive items into the dumpster and leave town to return to their former home in sugar land, tx.

13. Defendant's actions were negligent and reckless, as they caused irreparable damage to Plaintiff's personal property. Additionally, Defendant failed to allow Plaintiff a reasonable opportunity to remove his belongings from the trailer, causing significant financial harm to the Plaintiff.
14. The location where Plaintiff's belongings were dumped was remote and inadequately secured, which led to further theft and damage to Plaintiff's personal property, resulting in substantial loss.
15. As a direct result of Defendant's actions, Plaintiff suffered significant emotional and psychological distress and nearly faced legal action, including the threat of being incarcerated due to the chaotic and unlawful handling of his property. The mess created by the Defendant significantly affected Plaintiff's ability to proceed with his relocation plans.

#### FIRST CAUSES OF ACTION

##### Negligence

16. Defendant owed a duty of care to Plaintiff to handle Plaintiff's personal property responsibly and in accordance with the terms of the rental agreement.
17. Defendant breached this duty by repossessing the trailer and disposing of Plaintiff's personal property in an unreasonable and unsafe manner, which caused Plaintiff harm.
18. As a result of Defendant's negligence, Plaintiff has suffered substantial economic losses, emotional distress, and other consequential damages.

SECOND CAUSE OF ACTION

Conversion of Property

19. By repossessing the trailer and dumping Plaintiff's belongings without authorization, Defendant wrongfully exercised control over Plaintiff's personal property.

20. Defendant's actions constitute conversion of Plaintiff's property, and Plaintiff is entitled to recover damages for the value of the property converted.

THIRD CAUSE OF ACTION

Violation of the Texas Unfair and Deceptive Trade Practices Act

21. Defendant engaged in conduct that violates the Texas Deceptive Trade Practices-Consumer Protection Act (DTPA), specifically by engaging in unconscionable actions and misrepresentations relating to the rental of the trailer and the handling of Plaintiff's property.

22. Defendant's actions were deceptive, unfair, and caused Plaintiff to suffer significant financial harm, warranting the recovery of damages under the DTPA.

FOURTH CAUSE OF ACTION

Breach of Contract

23. Defendant's repossession of the trailer and the disposal of Plaintiff's belongings without notice or opportunity to retrieve them constituted a breach of the rental agreement.

24. As a result of Defendant's breach, Plaintiff has suffered damages in the amount of the value of the lost property and other consequential losses.

#### FIFTH CAUSE OF ACTION

##### Intentional Infliction of Emotional Distress

25. Defendant's actions, including repossessing the trailer without notice and dumping Plaintiff's belongings in a remote location, were outrageous, extreme, and beyond the bounds of decency.

26. Defendant's conduct was intended to cause, or was in reckless disregard of the probability of causing, Plaintiff severe emotional distress.

27. As a result of Defendant's extreme and outrageous conduct, Plaintiff has suffered severe emotional distress, including anxiety, humiliation, anger, and psychological trauma.

28. Defendant's actions were intentional or grossly negligent, and Plaintiff is entitled to recover for the emotional distress suffered as a direct result of Defendant's conduct.

#### SIXTH CAUSE OF ACTION

##### Negligent Infliction of Emotional Distress

29. Defendant owed Plaintiff a duty to exercise reasonable care in the repossession and handling of Plaintiff's property, particularly considering the significant personal and emotional value of the items involved.
30. Defendant's breach of that duty, including repossessing the trailer without notice and disposing of Plaintiff's belongings in a reckless manner, was foreseeable and resulted in severe emotional distress to Plaintiff.
31. As a direct result of Defendant's negligence, Plaintiff suffered significant emotional distress, including symptoms of anxiety, depression, and distress about the loss of personal property.
32. Plaintiff is entitled to recover for the emotional distress caused by Defendant's negligent conduct.

#### SEVENTH CAUSE OF ACTION

##### Breach of Warranty

33. In entering into the rental agreement, Defendant implicitly warranted that it would provide a trailer for Plaintiff's use that was fit for its intended purpose and that it would not unlawfully repossess the trailer or dispose of Plaintiff's belongings.
34. Defendant breached this warranty by unlawfully repossessing the trailer and negligently or intentionally dumping Plaintiff's personal belongings, which



was not fit for the agreed-upon purpose and was contrary to Plaintiff's reasonable expectations as a renter.

35. As a result of Defendant's breach of warranty, Plaintiff has suffered substantial damages, including the loss of personal property, emotional distress, and other consequential harm.

## V. DAMAGES

36. Plaintiff seeks actual damages, including but not limited to the value of the personal property lost or damaged, which exceeds \$75,000.00

37. Plaintiff seeks treble damages under the Texas Deceptive Trade Practices Act (DTPA) and for the conversion of property in an amount of no less than \$225,000.00.

38. Plaintiff also seeks punitive damages due to the reckless and malicious conduct of Defendant in handling Plaintiff's property and causing harm.

39. Plaintiff further seeks damages for emotional distress, including both intentional infliction and negligent infliction of emotional distress.

40. Plaintiff further seeks recovery of attorney's fees and all costs of this suit, as well as any other relief that the Court deems just and proper.

## VI. PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff Andrew Lehman, Sr. respectfully requests that this Court:

1. Enter judgment in favor of Plaintiff and against Defendant for all actual damages sustained by Plaintiff, including the loss of personal property and any consequential damages;
2. Award Plaintiff treble damages under the Texas Deceptive Trade Practices Act and for the conversion of property;
3. Award Plaintiff punitive damages for Defendant's reckless conduct;
4. Award Plaintiff damages for intentional infliction of emotional distress and negligent infliction of emotional distress;
5. Award Plaintiff damages for breach of warranty;
6. Award Plaintiff attorney's fees and costs of suit;
7. Grant any other relief the Court deems just and proper.

EXECUTED THIS 26<sup>th</sup> day of NOVEMBER, 2024 at Harris County, TX.

Respectfully submitted,

*/s/ ANDREW LEHMAN*

Plaintiff, Andrew Lehman, Sr. Pro Se  
8140 HWY 6 S # 1160,  
Missouri City, TX 77459  
713-903-9690  
[Lehmanag22@gmail.com](mailto:Lehmanag22@gmail.com)

CIVIL CASE INFORMATION SHEET

12/17/2024 9:37:33 PM  
Marilyn Burgess - District Clerk  
Harris County

CAUSE NUMBER (FOR CLERK USE ONLY): \_\_\_\_\_

COURT (FOR CLERK USE ONLY): \_\_\_\_\_

Envelope No: 95430408

By: PEREZ, GERARDO

Filed: 12/16/2024 11:03:23 AM

STYLED

Andrew Lehman, Sr v. Del Angel Traiber LLC

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

<b>1. Contact information for person completing case information sheet:</b> Name: <u>Andrew Lehman</u> Email: <u>lehmanlaw2002@gmail.com</u> Address: <u>6140 Hwy 6 South #1160</u> Telephone: <u>713 903 9690</u> City/State/Zip: <u>Missouri City</u> Fax: _____ Signature: <u>[Signature]</u> State Bar No: <u>TXL # 09243320</u>		<b>Names of parties in case:</b> Plaintiff(s)/Petitioner(s): <u>Andrew Lehman</u> Defendant(s)/Respondent(s): <u>Del Angel Traiber LLC</u> <u>OMAR DEL ANGEL</u> <u>Antonio Del Angel</u> (Attach additional page as necessary to list all parties)		<b>Person or entity completing sheet is:</b> <input type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: _____ Additional Parties in Child Support Case: Custodial Parent: _____ Non-Custodial Parent: _____ Presumed Father: _____					
<b>2. Indicate case type, or identify the most important issue in the case (select only 1):</b>									
<b>Civil</b>			<b>Family Law</b>						
<b>Contract</b> <input checked="" type="checkbox"/> Debt/Contract <input type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: Foreclosure <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract:		<b>Injury or Damage</b> <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation <b>Malpractice</b> <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises <b>Product Liability</b> <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: <input type="checkbox"/> Other Injury or Damage:		<b>Real Property</b> <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: <b>Related to Criminal Matters</b> <input checked="" type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other:		<b>Marriage Relationship</b> <input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void Divorce <input type="checkbox"/> With Children <input type="checkbox"/> No Children <b>Other Family Law</b> <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other:		<b>Post-judgment Actions (non-Title IV-D)</b> <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other <b>Title IV-D</b> <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocals (UIFSA) <input type="checkbox"/> Support Order <b>Parent-Child Relationship</b> <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child:	
<b>Employment</b> <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment:		<b>Other Civil</b> <input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property <input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other:							
<b>Tax</b> <input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax		<b>Probate &amp; Mental Health</b> <b>Probate/Wills/Intestate Administration</b> <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings <input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other:							
<b>3. Indicate procedure or remedy, if applicable (may select more than 1):</b>									
<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action		<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment		<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover					
<b>4. Indicate damages sought (do not select if it is a family law case):</b>									
<input checked="" type="checkbox"/> Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees <input type="checkbox"/> Less than \$100,000 and non-monetary relief <input type="checkbox"/> Over \$100,000 but not more than \$200,000 <input type="checkbox"/> Over \$200,000 but not more than \$1,000,000 <input type="checkbox"/> Over \$1,000,000									



# Marilyn Burgess

HARRIS COUNTY DISTRICT CLERK

201 Caroline | P.O. Box 4651 | Houston, Texas 77210-4651 | 832-927-5800 | www.hcdistrictclerk.com

12/17/2024 9:37:33 PM  
Marilyn Burgess - District Clerk  
Harris County  
Envelope No: 95430408  
By: PEREZ, GERARDO  
Filed: 12/16/2024 1:09:23 AM

### Request for Issuance of Service

CASE NUMBER: \_\_\_\_\_ CURRENT COURT: \_\_\_\_\_

Name(s) of Documents to be served: Complaint for Damages

FILE DATE: 11/29/2024 Month/Day/Year

SERVICE TO BE ISSUED ON (Please List Exactly As The Name Appears In The Pleading To Be

Served):

Issue Service to: Del Angel Trailer Rental, LLC

Address of Service: 17350 State Hwy 249, Suite 220

City, State & Zip: Houston, TX 77064

Agent (if applicable) Republic Registered Agent LLC

TYPE OF SERVICE/PROCESS TO BE ISSUED: (Check the proper Box)

- Citation     Citation by Posting     Citation by Publication     Citations Rule 106 Service
- Citation Scire Facias    Newspaper \_\_\_\_\_
- Temporary Restraining Order     Precept     Notice
- Protective Order
- Secretary of State Citation (\$12.00)     Capias (not by E-Issuance)     Attachment (not by E-Issuance)
- Certiorari     Highway Commission/Texas Department of Transportation (\$12.00)
- Commissioner of Insurance (\$12.00)     Hague Convention (\$16.00)     Garnishment
- Habeas Corpus (not by E-Issuance)     Injunction     Sequestration
- Subpoena
- Other (Please Describe) \_\_\_\_\_

(See additional Forms for Post Judgment Service)

#### SERVICE BY (check one):

- ATTORNEY PICK-UP (phone) \_\_\_\_\_
- MAIL to attorney at: \_\_\_\_\_
- CONSTABLE
- CERTIFIED MAIL by CONSTABLE
- CERTIFIED MAIL by DISTRICT CLERK

E-Issuance by District Clerk  
(No Service Copy Fees Charged)

Note: The email registered with EfileTexas.gov must be used to retrieve the E-issuance Service Documents. Visit [www.hcdistrictclerk.com](http://www.hcdistrictclerk.com) for more instructions.

- CIVIL PROCESS SERVER - Authorized Person to Pick-up: \_\_\_\_\_ Phone: \_\_\_\_\_
- OTHER, explain \_\_\_\_\_

Issuance of Service Requested By: Attorney/Party Name: Andrew Lehman Bar # or ID 09243320

Mailing Address: 6140 HWY 65 #1160, 77459

Phone Number: 713-903-9690



# Marilyn Burgess

HARRIS COUNTY DISTRICT CLERK

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### Request for Issuance of Service

CASE NUMBER: \_\_\_\_\_ CURRENT COURT: \_\_\_\_\_

Name(s) of Documents to be served: Complaint for Damages

FILE DATE: 11/29/2024 Month/Day/Year

SERVICE TO BE ISSUED ON (Please List Exactly As The Name Appears In The Pleading To Be

Served):

Issue Service to: OMAR DEL ANGEL

Address of Service: 21233 FM 529

City, State & Zip: Cypress TX 77433

Agent (if applicable) \_\_\_\_\_

TYPE OF SERVICE/PROCESS TO BE ISSUED: (Check the proper Box)

- Citation     Citation by Posting     Citation by Publication     Citations Rule 106 Service
- Citation Scire Facias    Newspaper \_\_\_\_\_
- Temporary Restraining Order     Precept     Notice
- Protective Order
- Secretary of State Citation (\$12.00)     Capias (not by E-Issuance)     Attachment (not by E-Issuance)
- Certiorari     Highway Commission/Texas Department of Transportation (\$12.00)
- Commissioner of Insurance (\$12.00)     Hague Convention (\$16.00)     Garnishment
- Habeas Corpus (not by E-Issuance)     Injunction     Sequestration
- Subpoena
- Other (Please Describe) \_\_\_\_\_

(See additional Forms for Post Judgment Service)

#### SERVICE BY (check one):

- ATTORNEY PICK-UP (phone) \_\_\_\_\_
- MAIL to attorney at: \_\_\_\_\_
- CONSTABLE
- CERTIFIED MAIL by CONSTABLE
- CERTIFIED MAIL by DISTRICT CLERK
- E-Issuance by District Clerk  
(No Service Copy Fees Charged)

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- CIVIL PROCESS SERVER - Authorized Person to Pick-up: \_\_\_\_\_ Phone: \_\_\_\_\_
- OTHER, explain \_\_\_\_\_

Issuance of Service Requested By: Attorney/Party Name: Andrew Johns Bar # or ID 09245320

Mailing Address: 6140 Hwy 6 South, 77459

Phone Number: 713-903-9690



# Marilyn Burgess

HARRIS COUNTY DISTRICT CLERK

201 Caroline | P.O. Box 4651 | Houston, Texas 77210-4651 | 832-927-5800 | www.hcdistrictclerk.com

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### Request for Issuance of Service

CASE NUMBER: \_\_\_\_\_ CURRENT COURT: \_\_\_\_\_

Name(s) of Documents to be served: Complaint for Damages

FILE DATE: 11/29/2024 Month/Day/Year

SERVICE TO BE ISSUED ON (Please List Exactly As The Name Appears In The Pleading To Be Served):

Issue Service to: Antonio Del Angel

Address of Service: 21233 FM 529

City, State & Zip: Cypress TX 77433

Agent (if applicable) \_\_\_\_\_

### TYPE OF SERVICE/PROCESS TO BE ISSUED: (Check the proper Box)

- Citation     Citation by Posting     Citation by Publication     Citations Rule 106 Service
- Citation Scire Facias Newspaper \_\_\_\_\_
- Temporary Restraining Order     Precept     Notice
- Protective Order
- Secretary of State Citation (\$12.00)     Capias (not by E-Issuance)     Attachment (not by E-Issuance)
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- Commissioner of Insurance (\$12.00)     Hague Convention (\$16.00)     Garnishment
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- OTHER, explain \_\_\_\_\_

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Issuance of Service Requested By: Attorney/Party Name: Andrew Lehman Bar # or ID 09243320

Mailing Address: 6140 Hwy 65 #1160, 77459

Phone Number: 713-903-9690