

Velva L. Price
District Clerk
Travis County
D-1-GN-20-003976
Ruben Tamez

CAUSE NO. D-1-GN-20-003976

STEINER STEAKHOUSE, LLC DBA	§	IN THE DISTRICT COURT
STEINER RANCH STEAKHOUSE	§	
	§	345TH JUDICIAL DISTRICT
V.	§	
	§	
AMCO INSURANCE COMPANY	§	TRAVIS COUNTY, TEXAS

PLAINTIFF’S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Plaintiff, STEINER STEAKHOUSE, LLC DBA STEINER RANCH STEAKHOUSE, and files this Original Petition against AMCO INSURANCE COMPANY, a Nationwide company, (“Nationwide”) and in support thereof, would show as follows:

I.
DISCOVERY CONTROL PLAN LEVEL

1. Plaintiff intends for discovery to be conducted under Level 3 of Rule 190 of the Texas Rules of Civil Procedure. This case involves complex issues and will require extensive discovery. Therefore, Plaintiff will ask the Court to order that discovery be conducted in accordance with a discovery control plan tailored to the particular circumstances of this suit.

II.
PARTIES AND SERVICE

2. Plaintiff is doing business in Travis County, Texas.
3. Nationwide is in the business of insurance in the State of Texas. The insurance business done by Nationwide in Texas includes, but is not limited to, the following:

- The making and issuing of contracts of insurance with the Plaintiff;
- The taking or receiving of application for insurance, including the Plaintiff’s application for insurance;
- The receiving or collection of premiums, commissions, membership fees,

assessments, dues or other consideration for any insurance or any part thereof, including any such consideration or payments from the Plaintiff; and

- The issuance or delivery of contracts of insurance to residents of this state or a person authorized to do business in this state, including the Plaintiff.

4. Defendant **Amco Insurance Company** can be served, via certified mail, through its registered agent, Corporation Service Company, 211 East 7th Street, Suite 620, Austin, Texas 78701-3218. **Service is requested at this time.**

III. JURISDICTION AND VENUE

5. Venue is appropriate in Travis County, Texas because all or part of the conduct giving rise to the causes of action were committed in Travis County, Texas and Plaintiff and Property which are the subject of this suit are located in Travis County, Texas. Accordingly, venue is proper pursuant to Texas Civil Practice & Remedies Code §15.002.

IV. BACKGROUND FACTS

Plaintiff is the owner of an Insurance Policy (hereinafter referred to as "the Policy"). Defendant provided the Plaintiff's business insurance for its restaurant located at 5424 Steiner Ranch Blvd., Austin, Texas 78732 (hereinafter referred to as "the Property"). Nationwide sold the Policy insuring the Property to Plaintiff. The Declarations pages for the Policy and the policy provided to Plaintiff are attached hereto as Exhibit A. The Policy has been continuously in full force and effect since inception, providing coverage for property, business personal property, business income, and extra expense. Plaintiff has performed all of its obligations under the Policy, including faithfully paying significant premiums to cover the business from loss.

6. During the terms of said Policy, Plaintiff has sustained and will sustain covered losses during the Covid-19 outbreak and subsequent Travis County and State of Texas Orders

(hereinafter the “Orders”), attached hereto as Exhibits B and C, and Plaintiff reported same to Nationwide pursuant to the terms of the Policy. Plaintiff asked that Nationwide cover the cost for business interruption pursuant to the Policy. Nationwide did no investigation of the loss related to business interruption, and the claim has been wrongfully denied. To date, Nationwide has mishandled Plaintiff’s claim and caused and will continue to cause Plaintiff further and additional damages.

7. The World Health Organization (“WHO”) identified the disease caused by the 2019 Novel Coronavirus as “COVID-19” on February 11, 2020. On March 6, 2020, the City of Austin decided to cancel its annual SXSW Film Festival. On March 11, WHO characterized COVID-19 as a pandemic. WHO saw “alarming levels of spread and severity, and by the alarming levels of inaction.” WHO representatives stated, “[W]e have never before seen a pandemic sparked by a coronavirus. This is the first pandemic caused by a coronavirus. And we have never before seen a pandemic that can be controlled, at the same time.” The Center for Disease Control (“CDC”) has stated that a “pandemic is a global outbreak of disease. Pandemics happen when a new virus emerges to infect people and can spread between people sustainably. Because there is little to no pre-existing immunity against the new virus, it spreads worldwide.”

8. In a rapid series of declarations and orders at the city, county and state level, the restaurant industry’s ability to generate income was severely impaired by governmental restrictions and the public’s reluctance and fear to dine-out during these unprecedented times. On March 13, 2020, the State of Texas Governor Greg Abbott issued a Declaration of State Disaster as a result of Covid-19 and the next day, the Mayor of Austin prohibited gatherings of 250 or more. Within the next two days, the City of Austin and Travis County issued orders restricting restaurant service to take-out, drive-through, curbside or delivery options and that gatherings be limited to

ten people or less.

9. On March 23 and 24, 2020, “Stay Home Stay/Work Safe” orders were issued in Travis County. On March 31, 2020, the State of Texas Governor Greg Abbott signed an executive order for the public to stay home and closing all “non-essential” businesses and limiting other businesses beginning April 2nd through April 30th of 2020. The City of Austin extended their “Stay Home Stay Safe” order until May 8, 2020, with plans to extend it further. The described purposes of the Orders are to protect the “health, safety and welfare” of Travis County and Texas residents, and to slow the spread of Covid-19 by “minimizing social gatherings” and “minimize in-person contact.” According to the Texas Department of Health and Human Services, Covid-19 has been and continues to be present in Travis County. Due to public fears and the Orders, Plaintiff and others have suffered large income losses or the suspension of business altogether.

Businesses like Plaintiff’s in Travis County, including within a mile of Plaintiff’s Property, and in Texas, which have been forced to close their doors to customers, have suffered severe loss (damage) without question. As some reopening has begun, Plaintiff’s Property and properties within a mile of Plaintiff’s have had to physically alter their properties to adhere to subsequent orders by the state.

10. Beginning in March 2020, Plaintiff could no longer fully open and conduct business and was losing business income. Plaintiff submitted its claim to Nationwide, and it denied the claim without conducting an investigation. The pandemic and health care crises have resulted in the Plaintiff suffering a direct physical loss of the insured Property, and alternatively damage to the insured Property and suspension of its business that are covered under the Business Income Loss and Civil Authority provisions of the Policy.

11. Plaintiff’s Policy under “Covered Causes of Loss” insurers for “direct physical

loss” unless the loss is excluded or limited. *See* Exhibit A, Policy 5. Further, Plaintiff’s Policy provides coverage for Loss of Business Income and Extra Expense as follows:

“We will pay for the actual loss of “business income” you sustain due to the necessary suspension of your “operations” during the “period of restoration”. The suspension must be caused by *direct physical loss of* or damage to property at the described premises. The loss or damage must be caused by or result from a Covered Cause of Loss.”

Id at Policy 7 (emphasis added). Plaintiff suffered lost income when the Orders effectively closed the business, and Plaintiff continued to suffer lost income even after the Orders were lifted due to fear of Covid-19. Consumer fear and the stay at home Orders have caused Plaintiff physical loss of the Property and loss of business income and are not specifically excluded by the Policy. Plaintiff’s business has been transformed by external events, not specifically excluded, from a sustainable, revenue generating operation to the unsatisfactory state of closure and now slowed business. Plaintiff’s inability to physically operate and physically occupy its Property is a physical loss.

B. Coverage for Civil Authority

12. Plaintiff’s Policy also provides additional coverage for Civil Authority:

When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense cause by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

- (1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
- (2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Id at Policy 3. (emphasis added). The Orders are clearly acts of Civil Authority which have caused Plaintiff loss of business income as described above. The Orders, along with their stated purposes,

qualify as a Covered Cause of Loss under the Policy, especially given that there is precedent that holds “direct physical loss” can occur without actual tangible physical damage to a property. The premises not more than one mile from Plaintiff’s Property have suffered the same physical loss and damage, as that word is commonly defined, as Plaintiff has suffered due to the Orders and Covid-19.

C. Nationwide’s Wrongful Denial

13. Nationwide made no request to Plaintiff for documents or information relating to the claim, and Nationwide denied Plaintiff’s claim after Plaintiff’s agent attempted over and over to get it to conduct an investigation. Nationwide has not done a proper or thorough investigation and does not have any evidence that any exclusions apply.

14. Nationwide’s denial was based, in part, on a lack of “physical loss or damage” to Plaintiff’s Property. *See* Exhibit D. But the Policy does not require a loss solely caused by physical “damage” as it also provides coverage for physical “loss.” The Policy does not define “physical loss” and that term has been broadly defined in property policies for decades to include losses that are not actual tangible damage to physical property. At the very least, Plaintiff suffered a physical loss of the covered Property as a result of fear and actions taken to limit the impact of the pandemic on the health, safety and welfare of Travis County citizens. Further, Plaintiff clearly suffered physical loss to Covered Property because it was unable to fully operate.

15. Plaintiff’s Policy provides coverage for loss of business income when the suspension of business is “caused by direct physical **loss of or** damage to property at the described premises.” *See* Exhibit A, Policy 7. The disjunctive “or” is used as a function word to indicate an alternative. A “loss” is not predicated on actual physical damage, but is one category of recovery *along with* damage and destruction of the property.

16. The Policy actually uses “physical injury to tangible property” and “[L]oss of use of tangible property that is not physically injured” as the definition of “Property Damage” in the Liability portion of the Policy. *Id.* Policy 10. Nationwide could have, but did not, define “direct physical loss” to limit the coverage to being predicated only on actual physical damage to property. Nationwide cannot rewrite the Policy post-loss.

17. With Covid-19 as prevalent as it has been, Plaintiff, and others in the area less than one mile from the Property, have suffered a direct physical loss of property. The loss presents a classic example of a fortuitous loss because of the occurrence of a world-wide pandemic that represents a random risk from an outside force. The pandemic and the degree of infection in the public have dictated that mitigation efforts be undertaken to prevent further loss to property which would clearly be covered. The Orders are a reflection of the situation.

18. The proliferation of Covid-19, the governmental response to the health threat it presents, and consumer fear of it has directly caused the physical loss of the insured location and loss of business income. The Orders again are a reflection of and in response to the situation. Plaintiff’s inability to safely operate and fully occupy and utilize the property, fit comfortably within the broad dictionary definition of “loss.” In light of the ambiguity that exists regarding “physical loss,” this interpretation is reasonable. Plaintiff’s inability to physically operate is a *physical loss*.

19. Significantly, Texas Gov. Greg Abbott’s Executive Orders relating to Covid-19 were *disaster* proclamations and throughout the various orders promulgated, the “***Covid-19 disaster***” is referenced repeatedly. *See* Exhibit C. The Texas Government Code defines disaster as “the occurrence or imminent threat of widespread... damage, injury or loss of life or property...requiring emergency action...” *See* Tex Gov. Code Sec. 418.004 (1). The Governor’s

Order also indicates it was applicable to “all counties in the State of Texas” and allowed the governor to “control ingress and egress to and from a disaster area and the movement of persons and the occupancy of premises in the area.” *Id.*

20. The threat of Covid-19 constitutes a direct physical loss to property, no less than a tornado, fire, or other event rendering property inaccessible or unusable. Accordingly, the Covid-19 pandemic is a natural disaster not meaningfully distinguishable from other events for which insurance coverage has always been intended to provide coverage.

21. Nationwide relies on the exclusion for “Virus or Bacteria” as a basis for denial, but contrary to its assertion, this is not a pandemic exclusion. *See* Exhibit D. Nationwide ignores the fact that the exclusion applies only where a virus is the fully realized and actual cause of the loss. It does not state that it applies to a loss caused by the need to prevent against the threat of transmission or fear of Covid-19. Nationwide’s denial admits that this claim relates to concern over the spread of the Covid-19 and preventing exposure. *See* Exhibit D. Preventing the threat or risk of the presence or recurring presence of Covid-19 is not specifically excluded under the Policy.

22. The plain language of the Policy’s Virus exclusion supports that the actual presence of the virus must be at Plaintiff’s property in order for the exclusion to apply - “loss or damage caused directly or indirectly by...virus...that induces or is capable of inducing physical distress, illness or disease.” *See* Exhibit A, Policy 4. The exclusion clearly requires the virus to be a cause of the actual loss, hence the reference to the fact that the virus must induce or be capable of inducing illness. Moreover, Covid-19 is not a living organism or “microorganism” as required by the exclusion. It is only a living organism when it has actually invaded a human host.

23. The exclusion for virus has no application to Plaintiff’s claim in light of its plain

language. Alternatively, the exclusion is vague and ambiguous and must be construed in the light most favorable to Plaintiff.

24. Nationwide also cites to its exclusions for “Delay, Loss of use” and “Acts or Decisions” as bases for its denial. *See* Exhibit D. Both are extremely vague and ambiguous. Further, if applicable, both exclusions would render the business income and civil authority coverages meaningless. As well, Nationwide ignores and fails to include in its denial pertinent lead-in language for the Acts and Decisions exclusion which carves out coverage in this instance:

We will not pay for loss or damage caused by or resulting from any of the following, 3.a. through 3.c. *But if an excluded cause of loss that is listed In 3.a. through 3.c. [Acts or Decisions] results in a Covered Cause of Loss, we will pay or the loss or damage caused by that Covered Cause of Loss*

See Exhibit A, Policy 6 (emphasis added). Here, the Orders were enacted as an Act or Decision by a governmental body to stop the spread of Covid-19, and the Orders caused a physical loss of Plaintiff’s Property and prevented Plaintiff from keeping its business fully open and constitute a Covered Cause of Loss. Thus, Nationwide is still liable for coverage.

25. Nationwide failed to give proper, advance notice and disclosure of the exclusions and is thus barred from reliance upon them.

26. On information and belief, Nationwide is barred from relying on the Virus exclusion as a result of regulatory and/or administrative estoppel.

27. Alternatively, the exclusion as interpreted by Nationwide is unconscionable and/or contrary to public policy and cannot be enforced as written.

28. Nationwide made material misrepresentations about Policy provisions, coverage and the law in Texas applying thereto with regard to Plaintiff’s Loss of Business Income and Civil Authority additional coverages.

29. Nationwide considered only its own interests, proceeded only according to its one-

sided and self-serving interpretation of the Policy, and attempted to conceal from Plaintiff that Nationwide made no effort to consider its interests. Nationwide pre-textually looked only for ways to avoid coverage rather than first trying to find coverage.

30. Nationwide wrongfully denied Plaintiff's claim for business interruption even though the Policy provides coverage for losses such as those suffered by Plaintiff. Furthermore, by information and belief, Nationwide engaged its agents to misrepresent Policy provisions and coverage. To date, Nationwide continues to deny the payment for Plaintiff's loss of business.

V. **CAUSES OF ACTION**

A. BREACH OF CONTRACT

31. Plaintiff re-alleges the foregoing paragraphs. Nationwide and its agents' conduct constitute a breach of the insurance contract between it and Plaintiff. Nationwide's failure and/or refusal, as described above, to pay Plaintiff adequate compensation as it is obligated to do under the terms of the Policy in question pursuant to the additional coverage of Loss of Business Income, and under the laws of the State of Texas, constitutes a breach of the insurance contracts with Plaintiff.

32. Nationwide failed to perform its contractual duty to adequately compensate Plaintiff under the terms of the Policy pursuant to the additional coverage of Loss of Business Income and Civil Authority. Specifically, Nationwide wrongfully denied coverage and refused to offer the full proceeds of the Policy, although due demand was made for proceeds to be paid in an amount sufficient to cover Plaintiff's business loss, and all conditions precedent to recovery under the Policy have been carried out and accomplished by Plaintiff. Nationwide's conduct constitutes a breach of the insurance contracts between it and Plaintiff.

B. NONCOMPLIANCE WITH TEXAS INSURANCE CODE

1. UNFAIR SETTLEMENT PRACTICES

33. Plaintiff re-alleges the foregoing paragraphs. Texas law is clear that insurance companies and anyone engaged in the business of insurance by investigating and adjusting a claim must conduct a reasonable, full and fair claim investigation. Nationwide violated Chapter 541 of the Texas Insurance Code, in one or more of the following particulars:

§ 541.061. Misrepresentation of Insurance Policy.

- Making an untrue statement of material fact;
- Failing to state a material fact necessary to make other statements made not misleading;
- Making a misleading statement; and
- Failing to disclose a material matter of law.

§ 541.060 by, among other things:

- misrepresenting one or more material facts and/or policy provisions relating to coverage and requirements;
- failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of a claim with respect to which their liability has become reasonably clear;
- failing to promptly provide a reasonable explanation of the basis in law or fact for the denial of the insured's claims;
- refusing to pay the claim without conducting a reasonable investigation; and/or
- refusing to conduct a reasonable investigation.

As alleged above, Nationwide wholly failed to conduct any investigation of the claim, and then misrepresented to Plaintiff that the Policy required actual physical, tangible damage to its Property in order for it to have coverage for Business Income and Civil Authority.

2. THE PROMPT PAYMENT OF CLAIMS

34. Plaintiff re-alleges the foregoing paragraphs. Nationwide's conduct constitutes and will continue to constitute multiple violations of the Texas Insurance Code, Prompt Payment of Claims. All violations made under this article are made actionable by TEX. INS. CODE §542.060.

35. Nationwide failed to meet its obligations under the Texas Insurance Code regarding timely beginning an investigation of Plaintiff's claim, and requesting all information reasonably necessary to investigate Plaintiff's claim within the statutorily mandated time of receiving notice of Plaintiff's claim. Its conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE §542.055.

36. Further, Nationwide failed to accept Plaintiff's full and entire claim within the statutorily-mandated time of receiving all necessary information. Its conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE §542.056.

37. Nationwide failed and will fail to timely pay Plaintiff's claim, and for all of the covered losses due to its wrongful denial of the policy benefits. TEX. INS. CODE §542.057.

38. Nationwide failed and will fail to meet its obligations under the Texas Insurance Code regarding payment of claim without delay due to its wrongful denial. Its conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE §542.058.

39. Because of Nationwide's wrongful acts and omissions, Plaintiff was forced to retain the professional services of the attorney and law firm who is representing it with respect to these causes of action.

C. BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING

40. Plaintiff re-alleges the foregoing paragraphs. Nationwide's conduct constitutes a breach of the common law duty of good faith and fair dealing owed to the insureds pursuant to insurance contracts.

41. From and after the time Plaintiff's loss was presented to Nationwide, its liability to pay the full claim in accordance with the terms of the Policy was reasonably clear. However, it has refused to pay Plaintiff in full and wrongfully denied the claim, despite there being no basis upon

which a reasonable insurance company would have relied to deny the full payment. Nationwide's conduct constitutes a breach of the common law duty of good faith and fair dealing.

42. Further, Nationwide's failure, as described above, to adequately and reasonably investigate and evaluate Plaintiff's claim, although, at that time, it knew or should have known by the exercise of reasonable diligence that its liability was reasonably clear, constitutes a breach of the duty of good faith and fair dealing.

VI. **KNOWLEDGE**

43. Each of the acts described above, together and singularly, was done "knowingly" by Defendant as that term is used in the Texas Insurance Code and was a producing cause of Plaintiff's damages described herein.

VII. **DAMAGES**

44. Plaintiff would show that all of the aforementioned acts, taken together or singularly, constitute the proximate and producing causes of the damages sustained by Plaintiff.

45. For breach of contract, Plaintiff is entitled to regain the benefit of the bargain, which is the amount of the claim, together with attorney's fees.

46. For noncompliance with the Texas Insurance Code, Unfair Settlement Practices, Plaintiff is entitled to actual damages, which include the loss of the benefits that should have been paid pursuant to the Policy but for the wrongful denial, court costs, consequential damages not covered by Plaintiff's Policy and attorney's fees. For knowing conduct of the acts described above, Plaintiff asks for three times the actual damages. TEX. INS. CODE §541.152.

47. For noncompliance with the Texas Insurance Code, Prompt Payment of Claims, Plaintiff is entitled to the amount of the claim, as well as eighteen (18) percent interest per annum

on the amount of such claim as damages, together with attorney's fees. TEX. INS. CODE §542.060.

48. For breach of the common law duty of good faith and fair dealing, Plaintiff is entitled to compensatory damages, including all forms of loss resulting from the insurer's breach of duty, such as additional costs, economic hardship, losses due to nonpayment of the amount the insurer owed, and exemplary damages.

49. For the prosecution and collection of this claim, Plaintiff has been compelled to engage the services of the attorney whose name is subscribed to this pleading. Therefore, Plaintiff is entitled to recover a sum for the reasonable and necessary services of Plaintiff's attorney in the preparation and trial of this action, including any appeals to the Court of Appeals and/or the Supreme Court of Texas.

VIII.

50. In addition, as to any exclusion, condition, or defense pled by Defendant, Plaintiff would show that:

51. The clear and unambiguous language of the policy provides coverage for business interruption and other losses to the Property caused by losses made the basis of Plaintiff's claims;

52. In the alternative, any other construction of the language of the policy is void as against public policy;

53. Any other construction and its use by the Defendant violate the Texas Insurance Code section 541 et. seq. and is void as against public policy;

54. Any other construction is otherwise void as against public policy, illegal, and violates state law and administrative rule and regulation.

55. In the alternative, should the Court find any ambiguity in the policy, the rules of construction of such policies mandate the construction and interpretation urged by Plaintiff;

56. In the alternative, Defendant is judicially, administratively, or equitably estopped from denying Plaintiff's construction of the policy coverage at issue;

57. In the alternative, to the extent that the wording of such policy does not reflect the true intent of all parties thereto, Plaintiff pleads the doctrine of mutual mistake requiring reformation.

IX. REQUEST FOR DISCLOSURES

58. Pursuant to the Texas Rules of Civil Procedure 194, Plaintiff requests that Defendant provide the information required in a Request for Disclosure.

X. FIRST REQUEST FOR PRODUCTION TO NATIONWIDE

59. Pursuant to the Texas Rules of Civil Procedure 196, Plaintiff requests that Defendant Nationwide provide the information required:

- 1) Produce the non-privileged portion of Nationwide's complete claim file for Plaintiff's Property relating to or arising out of Plaintiff's losses for which Nationwide opened a claim under the Policy.
- 2) Produce all emails and other forms of communication between Nationwide, its agents, adjusters, employees, or representatives and the agent and adjuster, and/or their agents, adjusters, representatives or employees relating to, mentioning, concerning or evidencing the Plaintiff's Policy and/or Property which are the subject of this suit.
- 3) Underwriting documents and communications, including but not limited to, any and all materials, documents, notations, files, reports, correspondence and/or other communications related to Plaintiff's application/s for coverage, binders, proposals, and the issuance of the policy, including renewals thereof. This request also includes materials, determination and/or method for determining the forms and endorsements to be used in creating the policy. This request also includes information regarding the basis for rating and premium classifications used for Plaintiff. Finally, this request includes any internal communications or guidelines regarding the handling and/or coverage positions of Defendant regarding business interruption and other claims related to the 2019 Novel Coronavirus and/or COVID-19.

- 4) Any and all documents and/or communications from Nationwide or any parent, subsidiary or affiliated entities to any third-party, including but not limited to insurance agents and brokers, marketing and/or public relations firms, at any time after December 15, 2019, and relating in any way to coverage or exclusions or denials of coverage for civil authority or for business interruption or business income loss and/ or commercial property coverage mentioning or referencing the 2019 Novel Coronavirus, the pandemic, and/or COVID-19.

XI.

60. WHEREFORE, PREMISES CONSIDERED, Plaintiff requests that Defendant be cited to appear and answer herein; that, on final hearing, Plaintiff has judgment against Defendant for an amount, deemed to be just and fair by the jury, which will be a sum within the jurisdictional limits of this Court. Plaintiff pleads that the damages will be more than \$1,000,000. Plaintiff further pleads for costs of suit; for interest on the judgment; for pre-judgment interest; and, for such other and further relief, in law or in equity, either general or special, including the non-monetary relief of declaratory judgment against Defendant, to which Plaintiff may be justly entitled.

Respectfully submitted,

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ATTORNEY FOR PLAINTIFF

PLAINTIFF REQUESTS A TRIAL BY JURY