

CAUSE NO. 2019-33415

ABEL AND NANCY VERA, et al.
Plaintiffs,

§ **IN THE DISTRICT COURT OF**

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HARRIS COUNTY, TEXAS

234th JUDICIAL DISTRICT

CONSOLIDATED WITH

CAUSE NO. 2019-34366

JEFFREY ATWOOD, et al.
Plaintiffs,

§ **IN THE DISTRICT COURT OF**

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vs.

HARRIS COUNTY, TEXAS

**FIGURE FOUR PARTNERS, LTD., PSWA, INC., and
REBEL CONTRACTORS, INC.**
Defendants.

11th JUDICIAL DISTRICT

CONSOLIDATED WITH

CAUSE NO. 2019-36139

JENNIFER BECKER, et al.
Plaintiffs,

§ **IN THE DISTRICT COURT OF**

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vs.

HARRIS COUNTY, TEXAS

**FIGURE FOUR PARTNERS, LTD., PSWA, INC.,
and REBEL CONTRACTORS, INC.**
Defendants.

164th JUDICIAL DISTRICT

PLAINTIFFS' FOURTH AMENDED PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW, ABEL AND NANCY VERA, JEFFREY AND KATHY ADAMS,
RONNIE BALDON, KURT BASLER, MARCUS TICER, LEWEY AND DONNA

BECKHAM, PAUL AND CHRIS BENNETT, DAVID AND NORMA BURCIAGA, JAMES CASEY, CODY AND MELISSA CLARK, FRANCISCO COLON, KIMBERLY RAHBANI (misnomered in Plaintiffs' Second Amended Petition), WENDY CURTS, SONYA DAVIS, LAWRENCE DEFURIA, PAMELA POTTER, BRIAN AND JENNIFER DERBY, SYLVIE DESCOURS, CECILIA DIAZ, STEVEN AND RACHEL DUERRINGER, ANTHONY DUNCAN, JOHN AND MARILYN EASTON, JOHNATHAN AND BLANCA EVANS, THOMAS FLAHERTY, MICHAEL AND JAN FRAZIER, ROGELIO GARCIA, YESENIA GONZALEZ, JOHN GIBBS, TRAVIS GRAMS, GREG AND KELLY GUY, BRADLEY HALES, JAMES AND NATALIE HUMPHREY, NILDA HYNES, DONAVON AND TRACI KRAHN, ADAM AND JENNIFER LAURIE, RICHARD AND KATHLEEN LAURIE, CARLOS LEIJA, TODD AND KERRILEE MALMGREN, GARY AND KAY MASSON, JOSHUA MCCOLLUM, MARTE MCDOWELL, BILLY MCKEE, PAULA BRIDGES, RICHARD AND CINDY MCMAHON, RICHARD MOYER, RYAN MURPHY, KEVIN NGUYEN, MARY BROOKE NICOTRA, DARYL PALMER, MONTE PENCE, JIM AND JOSEPHINE PEREZ, JENNIFER PERRY, SUSAN PETROSKI, KEITH AND HOLLY POLI, DARREN PORTER, DEBBIE WILLIAMSON, JOHN AND REBECCA PURSELL, DEAN AND PETRA RINGEISEN, AARON RIOS, NATHAN AND MERRIE RODRIGUEZ, ANDREW AND MINERVA ROMO, TIM SHEEHY, MARTHA GOMEZ, GARY STANIZESKI, STEPHANIE AND CHRISTOPHER TINER, WILLIAM AND ANNE TRAPANI, WILLIAM AND CHERYL TRIMBUR, SUSAN VALDES, DANA VARISCO, LUIS ALEJANDRO CANTU VAZQUEZ (misnomered in Plaintiffs' Second Amended Petition), JEFFREY ATWOOD, DIMITRY BEZSMERTNY, JAMES BOLDEN, MICHAEL BURKE, JAMES AND DEBORAH BURNETT, PHYLLIS CARVAJAL,

WESLEY AND MARY ALICE COX, KARL DUPREE, VICKI DYKES, LARISSA FEHRENBACHER-POWELL, JENNIFER FERNANDEZ, SHERRI FORSCHLER, JOHN WRIGHT, JIM GATLING, DARIN GILMORE, WILLIAM AND CYNTHIA GOEBEL, ELIZABETH GUIDE, KIMBERLY AND RICHARD HAGGERTY, JACOB HARGRAVE, BRYAN HENRY, GREGORY HOLLIDAY, RYAN AND AMY HORTON, LES HURST, ANDREA LYNN JARDINICO, MICHAEL KLASNO, KEVIN AND MICHELLE KINKEAD, KENNETH RAY, MARTHA, AND DENISE KORANDA, WILEY AND LINDA LANTZ, CHARLES AND ROSE LYONS, GARY AND PAULA MCMINN, RONALD RAYMAN, JOHN AND MARY REIDY, JEFFREY ROMIG, MICHAEL AND LORI SCOTT, PATRICK AND DEBORAH TERRELL, JOHN-RUSSELL THORNBURG, ALICE THROCKMORTON, DANIEL AND MARIA WARING, SUSAN AND ROBERT WEBB, SHAREL WEBBER, REGINA WHEATLEY, ABDULA MILES, DAVID WHITE, RHONDA WHITESELL, LEONARD WIGGINS, JR., DAVID AND CATHERINE YOUNG, JENNIFER BECKER, WALTER STEWART, WILLIAM BUTLER, HUGO CHAMBON, SCOTT CRAWFORD, THOMAS CURCIO, JESSICA AND BEATRIZ DAVENPORT, MABEL FLOYD, MICHAEL AND DANNA GENCO, JAMES HEMPEL, NGOC HUONG THI LE, PETER JEDRZYNSKI, AMY AND JASON LOWERY, JESSICA MENCHACA, JOSEPH AND CHARLOTTE NICKNISH, PETER AND MARTA RICHARDSON, JAMES ROACH, JEFFREY ROBINSON, RYAN RODRIGUEZ, BARBARA SMITH, DONALD, ELEANOR, AND DANIEL TAYLOR, LINDA AND TERRY TRAYLOR, BRIAN AND SHARON VOORHES, DEBORAH YOCHAM, RUTH MALINS, CAROLYN CLARK ROBIN, MATTHEW SCARAMUZZI, ALYSON AND RANDAL STEVENS, MICHAEL JORDAN, CARL AND WENDA MUELLER, JOSEPH

NOZEMACK, IAN ROBINSON, TONYA TRISTAN, AARON FULLER, JULIE GREEN, WILLIAM RITTER, PETER PAUL AND MERCEDES BILNOSKI, EDWARD AND JAN THERRIEN, SHAH JAHAN, SALVADOR AND MICHELLE SANCHEZ, LEAH GYURE, JACK AND SHARON DOVER, JAMES AND JENNIFER GOODE, THERESA HARPER, NANCY SCARLETT, PETER VERZAL, CHRISTOPHER FREY, CHRISTINA DE VILLAR, MARK AND CALI WOOD, VICKI JOHNSON, SUNG CHUL YOON, CALVIN CANUP, BEN THOMAS, MICHAEL ANTASH, KEITH BYRD, IRA, LEAH, AND MELISSA DEAN, GWENDOLYN JEANNINE JONES, DAVID AND PAMELA OTT, KEELY PIERCE, BRIAN MCKENDREE, ANDREW AND KIMBER POTTER, SHARON AND JAMES SCOTT, DANIEL WILLIAMS, WALTER MATTHEWS, JULIE SHEARER, FELIX OSCOTO, SONIA OSBORNE, KATHRYN CHAPMAN, KEN KOETTER, FAIRY EFFECTS II, INC., DAVID KENT, III AND JONELL KENT, HEATHER SUGGITT, MANISH AND ALISHA PATEL, JAMES DANIEL ATKINSON, BRENDAN AND MIRANDA ARNOLD, DALE LONG, TIMOTHY AND CYNTHIA MOBLO, FRANCIS CARR, SR., DARRELL GREGORY, REYNALDO ECHAVARRIA, IRMA VILLANEDA, ROGER REYNOLDS, ROBERTA FRANK, MANDY DANLEY, GREGORY ALBRITTON, LIZBETH BARBARA, CHRISTOPHER BERRIESFORD, JOHN AND LINDA BOGERT, WALTER AND ROSA BOLTON, ERICA AND CHRISTOPHER BOWMAN, JESSICA BRONCY, STEVEN AND ROSALIE BRYANT, CHRIS AND REBECCA CARROLL, VICTOR AND JOSEFINA CARVAJAL, APRIL COBB, RICKY AND EDYTHE COGDILL, ANN CONKLIN, CORENLIUS CONNELLY, JR., JENNIFER COOK, LEE AND LAUREN COOK, JEREMY AND DENISE COWAN, JAY D'ABBRACCIO, SCOTT AND LORA DICKERSON, EDWIN EGANS, MARC AND

DELIA EMMS, JOHN FAULK, BOBBY AND SHERYL FORBES, MARK AND ROBIN GAINOUS, MARY GANDY, SUSAN GARRETT, ANGELINA AND GARY LYNN GARRISON, RAYMOND AND CATRINA GILES, CAROL GOLDEN, PATRICK AND ASHLEY GONZALES, GUSTAVO GONZALEZ, PAUL AND CAMILLE GRAZDA, JENNIFER GUEST, JOHN HAGAN, BILLY HARRIS, JR., CHARLYE HEBERT, JAMES AND CONNIE HELM, DAVID HENDERSON, FRANCES GASSIOTT, THELENA KIMBERLY HERNANDEZ, KATHLEEN HOLLOWAY, BENNY HONORAT, ADA HURTADO, CONRAD JONES, JASON JUBERT, ANTHONY JUSTIN, WALTER KANE, ALLAN KELLOGG, JOHNNY AND KIMBERLEY KENDRICK, DAVID AND TRACI KENEIPP, JASON KNOUSE, RICKY KOSECKI, DEVIN MAESTAS, KENNETH MATTHEWS III, JUNE MCCLURG, DWIGHT AND HILDA MEYER, PETER AND SUSAN MITCHELL, BOBBY AND JOY MOCK, MELANIE NELSON, ANNAREE PANZER, CORY PEEK, ANGEL AND WILFREDO PENATE, BLAKE PENNINGTON, KRISTIN BATTIN, RUBEN AND THEODORA PRUNEDA, MELANIE RIGGS, BETHANY ROACH, EDWARD ROBERTS, DAVID ROTBERG, MICHAEL AND LISA RYAN, KELLY SACHS, ERIN SCHAUGAARD, JEFFREY AND BRENDA SHERWOOD, JEFF AND CANDI SMITH, PAUL AND CHRISTIE SONNIER, SHARON SPEARS, DIANNE STAFFORD, MICHAEL TALIANCHICH, CAROLYN TARLOFF, MYRNA TINNELL, WILLIAM AND MARILYN TODD, JASON VAN LOO, MISAEL VERA, FRANCISCO VILLANUEVA, GUILLERMINA CASTILLO, DANIEL AND KIMBERLY WATKINS, RICHARD WILLETTS, LAURA TREVINO, LEO WILLIAMS, TIMOTHY AND MARLA WORTMAN, AND DONNA WYNNE (collectively referred to as “Plaintiffs”), and file this Petition complaining of **FIGURE FOUR PARTNERS, LTD., PSWA, INC.,**

REBEL CONTRACTORS, INC., DOUBLE OAK CONSTRUCTION, INC., and **TEXASITE LLC** (collectively referred to as “Defendants”), and for cause of action would respectfully show the following:

DISCOVERY LEVEL DESIGNATION

1. Plaintiffs intend to conduct discovery in accordance with Rule 190.4 of the Texas Rules of Civil Procedure, also known as "Level 3" Discovery Control Plan, and as such, requests a discovery control plan be entered herein. Plaintiffs affirmatively plead that this suit is not governed by the expedited-actions process in Rule 169 of the Texas Rules of Civil Procedure.

2. In accord with Texas Rules of Civil Procedure 47, Plaintiffs allege that this is a claim for only monetary relief in a sum over \$1,000,000.00, and a demand for judgment for all other relief to which Plaintiffs may show themselves to be entitled, including but not limited to damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees. Plaintiffs would show that The Rules of Civil Procedure require Plaintiffs to set forth such demand or claim but that Plaintiffs represent that the Jury and/or Trier of Fact are charged with such final determination and Plaintiffs do not seek to represent or assert that the Rules of Civil Procedure do not require Plaintiffs to honor in any way take away or impugn the obligations, duties and/or considerations of the Jury or Trier of Fact.

PARTIES

3. Plaintiffs are residents in Kingwood, Harris County, Texas.

4. Defendant **FIGURE FOUR PARTNERS, LTD.** (“Figure Four”), has been duly served and made an appearance in this matter, subject to a motion to transfer venue.

5. Defendant, **PSWA, INC.** (“PSWA”), has been duly served and made an appearance in

this matter, subject to a motion to transfer venue.

6. Defendant, **REBEL CONTRACTORS, INC.** (“Rebel”), has been duly served and made an appearance in this matter.

7. Defendant, **DOUBLE OAK CONSTRUCTION, INC.** (“Double Oak”), is a Texas corporation that does business in Texas and can be served by and through its registered agent, Ralph C. Caviness, at 22731 FM 2920, Hockley, Texas 77447 or wherever he may be found.

8. Defendant, **TEXASITE LLC** (“Texasite”), is a Texas corporation that does business in Texas and can be served by and through its registered agent, John Kissane III, at 3486 Country Club Blvd., Montgomery, Texas 77356 or wherever he may be found.

VENUE AND JURISDICTION

9. The present Court has personal jurisdiction over the parties as they are citizens of Texas or otherwise have minimum contacts with the State of Texas. The Court has subject matter jurisdiction as the amount in controversy is within the limits of the Court, and no other court has exclusive jurisdiction.

10. Venue is proper in the present forum as this cause of action because the Defendant, Figure Four, has its principal office in Harris County, Texas, pursuant to Tex. Civ. Prac. & Rem. Code § 15.002(3).

BACKGROUND/FACTUAL ALLEGATIONS

11. Plaintiffs have been residents of the Elm Grove neighborhood in Kingwood, Texas. Prior to May 7, 2019, none of Plaintiffs’ homes had ever flooded.

12. In May 2019, Defendants, Figure Four and PSWA, were developing a plot of land (the “Development”) bordering the north side of Elm Grove. These Defendants hired Rebel, Double Oak, and Texasite as the contractors to prepare the Development for construction. The

Development is intended for a residential community and is neighboring the north side of Elm Grove.



13. As of May 7, 2019, the Development was not completed, but Defendants had begun the removal of trees and debris from the Development. Defendants trenched out certain areas and added box culverts in an attempt to create drainage for the Development. Defendants also filled in existing creeks and drainage channels while developing the land and failed to properly construct retention ponds on the Development. Defendants were not complying with any engineering plans and in doing so, Defendants completely blocked waterflow from the existing water channels—ridding Elm Grove of proper drainage. Additionally, as Defendants cleared the land, they allowed the Development to slope toward Plaintiffs’ neighborhood such that water would flow directly towards Plaintiffs’ homes.



14. On May 7, 2019, a rainfall no worse than any other rainfall Plaintiffs have experienced in the last 25 years hit the Kingwood area. The water drained from the Development directly into Elm Grove's streets and into Plaintiffs' homes. This water caused extreme damage to the structures and the personal effects of the Plaintiffs.

15. There is nothing that Plaintiffs did to contribute to this flooding.

COUNT 1

NEGLIGENCE, NEGLIGENCE *PER SE* AND GROSS NEGLIGENCE

16. Plaintiffs would show that the incident and injuries and damages giving rise to this incident were proximately caused by the negligence of Defendants acting by or through their agents or

employees, jointly, severally, singularly and together in any combination. The actions and omissions of Defendants, acting by or through their agents or employees, jointly, severally, singularly and together in any combination constitute negligence and/or gross negligence which proximately resulted in injuries and damages being suffered by Plaintiffs.

17. The negligent actions and/or omissions of Defendants, acting by or through its agents or employees, jointly, severally, singularly and together in any combination, include but are not limited to:

- a. Blocking the drainage channels;
- b. Filling in existing drainage channels;
- c. Failing to properly install box culverts;
- d. Failing to create temporary drainage channels;
- e. Failing to allow adequate drainage after construction;
- f. Failing to install silt barriers;
- g. Allowing the Development to force rainfall toward Plaintiffs' homes;
- h. Failing to pay proper attention;
- i. Failing to provide notice or warning;
- j. Failing to have a proper rain event action plan;
- k. Failing to have a proper storm water pollution prevention plan;
- l. Failing to follow a proper storm water pollution prevention plan;
- m. Failing to coordinate activities and/or conduct;
- n. Failing to supervise the activities of the Development;
- o. Failing to instruct in proper construction and/or drainage requirements;
- p. Failing to train in proper construction and/or drainage requirements,

- q. Failing to construct the emergency release channel; and,
- r. Failing to timely implement the detention ponds.

18. At this time, Plaintiffs are not alleging any fault with the engineering plans or designs. Simply, Plaintiffs allege that Defendants failed to protect the water runoff from flooding Plaintiffs' homes and did not protect Elm Grove from flooding during construction.

19. Further, all employees, contractors, subcontractors, independent contractors, agents, representatives, and/or individuals under the control of Defendants were, at all material times, acting within the course, scope, and direction of Defendants. Accordingly, Defendants are also liable for Plaintiffs' injuries under the doctrine of *respondeat superior*, vicarious liability, and applicable theories of agent/servant liability.

20. The acts or omissions of Defendants, when viewed objectively from its standpoint at the time of their occurrence, involved an extreme degree of risk, considering the probability and magnitude of the potential harm to others. These acts and omissions were more than momentary thoughtlessness, inadvertence, or error of judgment. Rather, Defendants had actual, subjective awareness of the risk involved, but nevertheless proceeded with conscious indifference to the rights, safety, or welfare of others. Such acts and/or omissions were a proximate cause of the flooding and the resulting injuries and damages sustained by Plaintiffs. Accordingly, Plaintiffs hereby seek an award of exemplary damages.

21. Furthermore, the aforementioned conduct of Defendants was willful and/or motivated by the conscious disregard to the rights and welfare of others. Therefore, Plaintiffs are entitled to recover both actual and exemplary damages from Defendants as set forth above, together with prejudgment and post-judgment interest at the highest rate allowed by law, and all costs of court.

22. Pleading further and/or in the alternative, Plaintiffs would show that they cannot more

specifically allege the acts of negligence on the part of Defendants, acting by or through their agents or employees, jointly, severally, singularly and together in any combination for the reason that the facts in that regard are peculiarly within the knowledge of each Defendant and, in the alternative, in the event Plaintiffs are unable to prove specific acts of negligence, Plaintiffs rely on the doctrine of *res ipsa loquitur*. In this connection, Plaintiffs will show that Defendants have exclusive control of the construction and or matters or things that caused damage about which this complaint is made. Plaintiffs have no means of ascertaining the method or manner in which the incident was caused to occur other than through Defendants. The occurrence causing harm to the Plaintiffs as described above, was one which, in the ordinary course of events, would not have occurred without negligence on the part of the Defendants. Thus, Defendants acting by or through their agents or employees are/were negligent in their use and/or operation of its respective equipment and materials involved and such negligence was a proximate cause of the injuries and damages of Plaintiffs.

COUNT 2
NUISANCE

23. When Defendants unlawfully diverted or impounded water (or allowed such diversion or impounding by them to continue) by not properly creating drainage channels and/or impounding water onto Plaintiffs' homes it also resulted in private nuisances to Plaintiffs' home. The four elements of a private nuisance claim are: (1) Plaintiffs had an interest in the land; (2) Defendant interfered with or invaded Plaintiffs' interest by conduct that was negligent, intentional, or abnormal and out of place in its surroundings; (3) Defendant's conduct resulted in a condition that substantially interfered with Plaintiffs' use and enjoyment of their land; and (4) the nuisance caused injury to Plaintiffs. *Cerny v. Marathon Oil Corp.*, 480 S.W.3d 612, 622 (Tex. App. 2015), review denied (Dec. 2, 2016). The facts asserted in this case proximately caused the nuisance in

question.

24. Plaintiffs properly and clearly held an interest in their individual property as the owners and residents of the homes at the time of the incident. Defendants' conduct was negligent, intentional and unreasonable, and/or abnormal and out of place in its surroundings, and nevertheless, also subject to state statute Tex. Water Code Ann. § 11.086 (West). This conduct substantially interfered with Plaintiffs' use and enjoyment of their land, and caused injury to Plaintiffs when their homes, contents, automobiles, and personal effects were damaged, destroyed, and or interfered with by the diverted and/or impounded surface water which flooded the surrounding neighborhoods.

DAMAGES

25. As a direct and proximate result of negligence of Defendants, acting by or through their agents or employees, jointly, severally, singularly, and/or together in any combination, Plaintiffs suffered or experienced damages in the past and, in all reasonable probability, is expected to experience such damages for a long time into the future.

26. The damages of Plaintiffs consist of one or more of the following:

- a. Cost of repairs to real property;
- b. Cost of replacement or fair market value of personal property lost, damaged, or destroyed during such event;
- c. Loss of use of real and personal property;
- d. Diminution of market value of Plaintiffs' properties;
- e. Loss of income and business income;
- f. Consequential costs incurred, inclusive of but not limited to alternative living conditions or accommodations and replacement costs;
- g. Mental anguish and/or emotional distress;

- h. Prejudgment interest;
- i. Postjudgment interest;
- j. Attorneys' fees; and,
- k. Costs of Court.

27. By reason of the above and foregoing, Plaintiffs would show that they have been damaged in a sum within the jurisdictional limits of the Court.

EXEMPLARY DAMAGES

28. As a result of the gross negligence of Defendants, a sum of money should be assessed against Defendants as allowed by law and awarded to Plaintiffs as exemplary damages for the injuries Plaintiffs sustained in connection with the grossly negligent acts and/or omissions of Defendants. Exemplary damages should be awarded as a penalty or by way of punishment, taking into consideration the following:

- a. The nature of wrong;
- b. The character of the conduct involved;
- c. The degree of culpability of the wrongdoer;
- d. The situation and sensibility of the parties involved;
- e. The extent to which such conduct offends a public sense of justice and propriety; and,
- f. The net worth of Defendants.

PRE AND POST-JUDGMENT INTEREST

29. Plaintiffs assert a claim for pre-judgment and post-judgment interest on all applicable elements of damages.

CONDITIONS PRECEDENT

30. All conditions precedent to Plaintiffs' right to recover herein and to Defendants' liability

have been performed or have occurred.

NOTICE OF INTENT TO USE AUTHENTICATED DOCUMENTS

31. Pursuant to Rule 193.7 of the Texas Rules of Civil Procedure, Plaintiffs hereby give notice of intent to offer into evidence all documents and items produced by Defendants in response to Plaintiffs' discovery requests as authenticated for use against Defendants by virtue of Defendants' production of the same.

REQUEST FOR DISCLOSURES

32. Under Texas Rules of Civil Procedure 194, Plaintiff requests that Defendants, Double Oak and Texasite, disclose within (50) days of service of the request, the information material described in Rule 194.2.

JURY DEMAND

33. Plaintiffs demand a trial by jury to resolve all fact issues in this case.

WHEREFORE PREMISES CONSIDERED Plaintiffs respectfully request that on final trial, Plaintiffs have and recover from Defendants, jointly and severally, the following:

- a. judgment against Defendants for actual damages in an amount within the jurisdictional limits of the Court;
- b. That after notice and hearing, a temporary injunction will issue enjoining and restraining Defendants from interfering with, blocking and/or impeding drainage from their property into the Harris County Flood Control drainage ditch. In as much as Defendants have taken actions to interfere with, block and/or impede the drainage prior to May 7, 2019, Plaintiffs seek a Mandatory Injunction from this Court ordering Defendants to return the property to its prior condition wherein the surface water runoff properly flows into the drainage ditch;
- c. That after trial on the merits, the Court permanently enjoin Defendants from interfering with, blocking and/or impeding drainage from their property into the Harris County Flood Control drainage ditch;

- d. judgment against Defendants for exemplary damages in an amount within the jurisdictional limits of the Court;
- e. pre-judgment and post-judgment interest as provided by law;
- f. costs of suit; and,
- g. such other and further relief to which Plaintiffs may show themselves to be justly entitled.

Respectfully submitted,

THE WEBSTER LAW FIRM

/s/ Omar R. Chawdhary
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ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument has been served on the 17th day of December, 2019 in accordance with the Texas Rules of Civil Procedure.

J. Cary Gray
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/s/ Omar R. Chawdhary
Omar R. Chawdhary



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this December 20, 2019

Certified Document Number: 88578387 Total Pages: 17

Marilyn Burgess, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com