

CAUSE NO. 2020CI06851

OUTLAWS & GENTS GROOMING, LLC;	§	IN THE DISTRICT COURT
DIESEL BARBERSHOP, LLC;	§	
WILDERNESS OAKS CUTTERS, LLC;	§	
DIESEL BARBERSHOP BANDERA OAKS,	§	
LLC; DIESEL BARBERSHOP DOMINION,	§	
LLC; DIESEL BARBERSHOP	§	45th
ALAMO RANCH, LLC; AND HENLEY’S	§	_____ JUDICIAL DISTRICT
GENTLEMEN’S GROOMING, LLC	§	
	§	
	§	
V.	§	
	§	
STATE FARM LLOYDS	§	BEXAR COUNTY, TEXAS

PLAINTIFFS’ ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW Plaintiffs, OUTLAWS & GENTS GROOMING, LLC; DIESEL BARBERSHOP, LLC; WILDERNESS OAK CUTTERS, LLC; DIESEL BARBERSHOP BANDERA OAKS, LLC; DIESEL BARBERSHOP DOMINION, LLC; DIESEL BARBERSHOP ALAMO RANCH, LLC; AND HENLEY’S GENTLEMEN’S GROOMING, LLC, and file this Original Petition against STATE FARM LLOYDS, (“State Farm”) and in support thereof, would show as follows:

I.
DISCOVERY CONTROL PLAN LEVEL

Plaintiffs intend 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, Plaintiffs 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

Plaintiffs are doing business in Bexar County, Texas.

State Farm is in the business of insurance in the State of Texas. The insurance business done by State Farm in Texas includes, but is not limited to, the following:

- The making and issuing of contracts of insurance with the Plaintiffs;
- The taking or receiving of application for insurance, including the Plaintiffs' 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 Plaintiffs; 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 Plaintiffs.

Defendant **State Farm Lloyds** can be served, via certified mail, at through its registered agent at the following address: Corporation Service Company at 211 E. 7th Street, Suite 620, Austin, Texas 78701-3218. **Service is requested at this time.**

III.
JURISDICTION AND VENUE

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

IV.
BACKGROUND FACTS

Plaintiffs are the owners of multiple Insurance Policies (hereinafter referred to as "the Policies"). Plaintiffs own the insured properties which are located at the following addresses:

1. 4902 Golden Quail, Suite 105, San Antonio, Texas 78240;

2. 11255 Huebner Road, San Antonio, Texas 78230;
3. 20711 Wilderness Oak, Suite 110, San Antonio, Texas 78258;
4. 11398 Bandera Road, Suite 205, San Antonio, Texas 78250;
5. 22015 W LH 10, Suite 205, San Antonio, Texas 78257;
6. 5535 W Loop 1604 N, Suite 106, San Antonio, Texas 78253; and
7. 14510 NW Military HWY, Suite 103, Shavano Park, Texas 78231.

(hereinafter referred to as "the Properties"). State Farm sold the Policies insuring the Properties to Plaintiff.

During the terms of said Policies, Plaintiffs have sustained and will sustain covered losses during the Covid-19 outbreak and subsequent Bexar County Order, attached hereto as Exhibit A, and Plaintiffs reported same to State Farm pursuant to the terms of the Policies. Plaintiffs asked that State Farm cover the cost for business interruption to the Properties pursuant to the Policies. State Farm assigned Kelsey Reehl to adjust the claims and investigate the losses related to business interruption; however, the claims have been wrongfully denied. To date, State Farm has mishandled Plaintiffs' claims and caused and will continue to cause Plaintiffs further and additional damages.

State Farm made material misrepresentations about Policies' provisions, coverage and the law in Texas applying thereto with regard to Plaintiffs' Loss of Income and Civil Authority additional coverages. State Farm and its agents have kept and have in their possession a claim file which details the Plaintiffs' claim and its investigation, adjustment and subsequent denial of the claims.

State Farm wrongfully denied Plaintiffs' claims for business interruption even though the Policies provide coverage for losses such as those suffered by Plaintiffs. Furthermore, State Farm engaged its agents to misrepresent Policies provisions and coverage. To date, State Farm continues to deny the payment for Plaintiffs' loss of business.

V.
CAUSES OF ACTION

A. BREACH OF CONTRACT

Plaintiffs re-allege the foregoing paragraphs. State Farm and its agents' conduct constitutes a breach of the insurance contracts between it and Plaintiffs. State Farm's failure and/or refusal, as described above, to pay Plaintiffs adequate compensation as it is obligated to do under the terms of the Policies in question pursuant to the additional coverages of Loss of Income and Civil Authority, and under the laws of the State of Texas, constitutes a breach of the insurance contracts with Plaintiffs.

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

B. NONCOMPLIANCE WITH TEXAS INSURANCE CODE

1. UNFAIR SETTLEMENT PRACTICES

Plaintiffs re-allege 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. State Farm violated Chapter 541 of the Texas Insurance Code, in one or more of the following particulars:

§ 541.061. Misrepresentation of Insurance Policies.

- 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.

2. THE PROMPT PAYMENT OF CLAIMS

Plaintiffs re-allege the foregoing paragraphs. State Farm'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.

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

State Farm failed and will fail to meet its obligations under the Texas Insurance Code regarding payment of claims 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.

Because of State Farm's wrongful acts and omissions, Plaintiffs were 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

Plaintiffs re-allege the foregoing paragraphs. State Farm's conduct constitutes a breach of the common law duty of good faith and fair dealing owed to the insureds pursuant to insurance contracts.

From and after the time Plaintiffs' loss was presented to State Farm, its liability to pay the full claim in accordance with the terms of the Policies was reasonably clear. However, it has refused to pay Plaintiffs 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. State Farm's conduct constitutes a breach of the common law duty of good faith and fair dealing.

Further, State Farm's failure, as described above, to adequately and reasonably investigate and evaluate Plaintiffs' claims, 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

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 Plaintiffs' damages described herein.

VII.
DAMAGES

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

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

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

For noncompliance with the Texas Insurance Code, Prompt Payment of Claims, Plaintiffs are 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.

For breach of the common law duty of good faith and fair dealing, Plaintiffs are 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.

For the prosecution and collection of this claim, Plaintiffs have been compelled to engage the services of the attorney whose name is subscribed to this pleading. Therefore, Plaintiffs are entitled to recover a sum for the reasonable and necessary services of Plaintiffs' 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.

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

The clear and unambiguous language of the policies provides coverage for business interruption and other losses to the Properties caused by losses made the basis of Plaintiffs' claims;

In the alternative, any other construction of the language of the policies are void as against public policy;

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;

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

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

In the alternative, Defendant is judicially, administratively, or equitably estopped from denying Plaintiffs' construction of the policies coverage at issue;

In the alternative, to the extent that the wording of such policies do not reflect the true intent of all parties thereto, Plaintiffs plead the doctrine of mutual mistake requiring reformation.

**IX.
REQUEST FOR DISCLOSURES**

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

**X.
FIRST REQUEST FOR PRODUCTION TO STATE FARM**

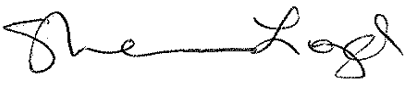
- 1) Produce the non-privileged portion of State Farm's complete claim files for Plaintiffs' Properties relating to or arising out of any damages caused by the losses determined by Defendant's expert and Plaintiffs for which State Farm opened claims under the Policies.
- 2) Produce all emails and other forms of communication between State Farm, its agents, adjusters, employees, or representatives and the adjuster, and/or his agents, adjusters, representatives or employees relating to, mentioning, concerning or evidencing the Plaintiffs' Properties which are the subject of this suit.

XI.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs request that Defendant be cited to appear and answer herein; that, on final hearing, Plaintiffs have 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. FOR THE COURT: Plaintiffs are forced to state a range amount of damages sought although Plaintiffs believe that the amount of damages is solely for the jury to determine. However, because Plaintiffs must state a range of damages, Plaintiffs plead that the damages will be over \$1,000,00. Plaintiffs 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 Plaintiffs may be justly entitled.

Respectfully submitted,

THE LOYD LAW FIRM, P.L.L.C.
12703 Spectrum Drive, Suite 201
San Antonio, Texas 78249
Telephone: (210) 775-1424
Facsimile: (210) 775-1410
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BY: 

SHANNON E. LOYD
State Bar No. 24045706

ATTORNEY FOR PLAINTIFFS

PLAINTIFFS REQUEST A TRIAL BY JURY

Exhibit A

BEXAR COUNTY



EXECUTIVE ORDER NW-03 OF COUNTY JUDGE NELSON W. WOLFF
ISSUED March 23, 2020

WHEREAS, pursuant to Texas Government Code Section 418.108, Bexar County Judge Nelson W. Wolff declared a state of local disaster on March 13, 2020 due to imminent threat arising from COVID-19;

WHEREAS, in accordance with Texas Government Code Section 418.108(b), on March 18, 2020, the Bexar County Commissioners Court approved an Order Continuing Declaration of State of Local Disaster for Bexar County (hereafter, the "*Order of Continuation of Declaration*");

WHEREAS, in accordance with Texas Government Code Section 418.108(b), the consent by Commissioners Court authorizes the Bexar County Judge to continue to exercise the powers granted by the Texas Disaster Act of 1975 for the period specified in the Order of Continuing Declaration;

WHEREAS, on March 13, 2020, Texas Governor Greg Abbott issued a declaration of public health disaster in and for the State of Texas and on March 19, 2020, the Texas Department of State Health Services issued a declaration of a public health disaster in the State of Texas for the first time since 1901;

WHEREAS, on March 18, 2020 the Bexar County Commissioners Court approved the Order of Continuation of Declaration and authorized the Bexar County Judge to take such actions as are necessary in order to protect the health, safety and welfare of the citizens of Bexar County;

WHEREAS, the County Judge has determined that extraordinary emergency measures must be taken to mitigate the effects of this public health emergency and to facilitate a cooperative response; and

WHEREAS, to remain consistent with the declaration of the Texas Department of State Health Services and the executive order issued by Governor Greg Abbott as of March 19, 2020 and to harmonize, to the extent possible, the executive orders of Governor Greg Abbott, the Bexar County Judge and the mandates contained in the declaration of the Mayor of the City of San Antonio, as extended, I hereby rescind my previous Executive Order as issued on March 19, 2020 and issue this Executive Order in its place.

PURSUANT TO THE TEXAS DISASTER ACT OF 1975, BEXAR COUNTY JUDGE NELSON W. WOLFF HEREBY ISSUES THIS EXECUTIVE ORDER AS FOLLOWS:

I.e Effective as of 11:59 p.m. on Tuesday, March 24, 2020, and continuing through 11:59 p.m. on April 9, 2020, unless extended, terminated early by Bexar County Judge Nelson W. Wolff or otherwise indicated below:

1.e Subject to the definitions and further guidance set out in Subsection (i) below, that all persons currently residing within the incorporated and unincorporated territory of Bexar County are hereafter directed to stay at home ("**Stay Home Work Safe Measures**"). All persons may only leave their residences to engage in allowable activities which shall include Exempted Activities or Exempted Businesses (as defined below) but must implement all social distancing requirements and adopt other mitigating measures. All public or private gatherings of any number of people occurring outside a single household are hereafter prohibited, except as otherwise provided herein. Nothing in this Executive Order prohibits the gathering of members within a household.

2.e With the exception of Exempted Businesses, as defined below, that all businesses operating within Bexar County are required to cease all activities at any facility located in the incorporated or unincorporated portions of Bexar County. Notwithstanding the above requirement to cease all activities, this prohibition shall not extend to: (i) employees or contractors performing activities at their own residences (i.e. working from home or operation of a home-based business regardless of whether it constitutes an Exempted Business); (ii) operations to maintain security, upkeep, and maintenance of premises, equipment or inventory; (iii) IT or other operations that facilitate employees working from home.

(i) **Definitions of Exempted Business and Exempted Individual Activity:**

(a) For purposes of this Executive Order, **Exempted Activities** are defined as follows:

i) **Health and Safety Activities.** For example, to engage in activities or perform tasks essential to their health and safety, or to the health and safety of their family or household members (for example, obtaining food, medical supplies or medication, visiting a health care professional, or obtaining supplies needed to work from home) or to care for a family member or pet in another household.

ii) **Necessary Supplies.** To obtain necessary services or supplies for themselves and their family or household members, or to deliver those services or supplies to others (for example, food, pet supply, and any other

household consumer products, and products necessary to maintain the safety, sanitation, and essential operation of residences);

iii) **Outdoor Activity.** To engage in activity in an outdoor open space, such as walking, biking, hiking, or running, provided the individuals comply with social distancing requirements of six feet; and/or

iv) **Work at an Exempted Business.** Activities necessary to work at or conduct an Exempted Business or to otherwise carry out activities specifically permitted in this Executive Order.

(b) For purposes of this Executive Order, **Exempted Businesses** are defined as follows:

i) **Healthcare Services.** For example, healthcare operations, including hospitals, clinics, dentists, pharmacies, pharmaceutical and biotechnology companies, other healthcare facilities, healthcare suppliers, mental health providers, substance abuse service providers, blood banks, medical research, laboratory services, or any related and/or ancillary healthcare services. Home-based and residential-based care for seniors, adults, or children are also considered healthcare operations. Healthcare operations also includes veterinary care and all healthcare services provided to animals. This exemption shall be viewed broadly to avoid any impacts to the delivery of healthcare. *Healthcare operations do not include fitness and exercise gyms and similar facilities. Healthcare operations do not include elective medical, surgical, and dental procedures.*

ii) **Government Functions.** For example, those services provided by local governments needed to ensure the continuing operation of these government agencies to provide for the health, safety and welfare of the public including law enforcement and operation of jails and detention facilities, fire and EMS or otherwise necessary for health and safety of residents of Bexar County.

iii) **Education and Research.** To include educators or other personnel supporting public and private K-12 schools, colleges, and universities for purposes of facilitating distance learning or performing other functions in support of Exempted Individual Activities or Exempted Businesses and companies engaged in science or engineering research and development.

iv) **Infrastructure, Development, Operation and Construction.** For example, public works construction, construction of housing or other types of construction including commercial, manufacturing, airport operations and aircraft manufacturing, maintenance or repair, water, sewer gas, electrical, oil refining, roads and highways, public transportation, solid waste collection and removal, internet, and telecommunications systems (including the provision of essential global, national, and local infrastructure for computing services, business infrastructure, communications, and web-based services).

- v)e **Transportation.** Businesses related to the operation, maintenance, construction, and manufacture of transportation services. For example, a) vehicle manufacturers, automotive suppliers and parts departments, car dealerships, parts distributors, maintenance and repair facilities; b) public transportation; c) businesses supporting airport operations; d) street and highway maintenance and construction; e) gas stations and other fuel distribution businesses; f) vehicles for hire including taxis and rideshare.
- vi)e **IT Services.** For example, businesses and activity necessary to maintain internet and telecommunications systems, including the provision of essential global, national, and local infrastructure for computing services, business infrastructure, communications, and web-based services.
- vii)e **Food, Household Staples and Retail.** For example, food service providers, including grocery stores, warehouse stores, big-box stores, liquor stores, bodegas, gas stations, and farmers' markets that sell food products and household staples for pick-up or businesses that ship or deliver groceries, food, goods or services directly to residences. Nothing shall restrict employees supporting pick-up or delivery under this exception so long as there is sufficient space to implement social distancing. Restaurants prepared food retailers, microbreweries, micro-distilleries, or wineries and other facilities that prepare and serve food, but **only for delivery, curbside pick-up or carry out.** Schools and other entities that typically provide free services to students or members of the public on a pick-up/take-away basis.
- viii)e **Services to Economically Disadvantaged Populations.** For example, transit services, nonprofits and other businesses that provide food, shelter, and social services, and other necessities of life for economically disadvantaged or otherwise needy individuals.
- ix)e **Services Necessary to Maintain Residences or Support Exempt Businesses.** For example, hotels and other temporary residence facilities, laundromats, dry cleaners, and laundry service providers, trash and recycling collection, processing and disposal, mail and shipping services, building cleaning and maintenance, warehouse/distribution and fulfillment, and storage for Essential Businesses. This shall include plumbers, electricians, exterminators, and other service providers who provide services that are necessary to maintaining the safety, sanitation, and essential operations of residences, Essential Activities, and Exempted Businesses. Professional services, such as legal or accounting services, when necessary to assist in compliance with legally mandated activities.
- x)e **News Media.** To include newspapers, television, radio, and other media services.
- xi)e **Financial Institutions and Insurance Services.** To include banks, credit unions, and other financial institutions and service providers as well as companies providing insurance services and products.

- xii) **Childcare Services.** To include childcare facilities providing services that enable employees exempted in this Executive Order to work as permitted.
- xiii) **Worship Services.** Religious and worship services may only be provided by video, teleconference or other remote measures.
- xiv) **Funeral Services.** For example, funeral homes, crematoriums and cemeteries.
- xv) **CISA Sectors.** All business and operations necessary to the operation and maintenance of the 16 critical infrastructure sectors as identified by the National Cybersecurity Infrastructure Agency ("CISA") and outlined at: <https://www.cisa.gov/sites/default/files/publications/CISA-Guidance-on-Essential-Critical-Infrastructure-Workers-1-20-508c.pdf>

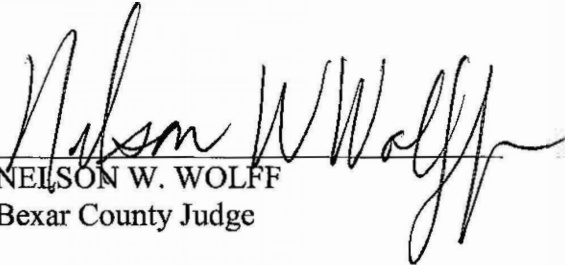
- 3.e That Bexar County rental property owners temporarily suspend evictions for at least the next 30 days to prevent renters from being displaced due to the public health emergency;
- 4.e That foreclosure proceedings within Bexar County be temporarily suspended for at least the next 30 days to prevent the displacement of occupants during the public health emergency;
- 5.e That residents of Bexar County conduct essential Bexar County business online or via regular mail to avoid visiting any Bexar County facilities unless absolutely necessary.
- 6.e That no person shall sell any of the following goods or services for more than the price the person charged for the goods or services on 11:59 p.m. on Thursday, March 19, 2020 and continuing during the pendency of this Executive Order:
 - 1) Groceries, beverages, toilet articles, ice;
 - 2) Restaurant, cafeteria, and boarding-house meals; and
 - 3) Medicine, pharmaceutical, and medical equipment and supplies.
- 7.e That as of the date of this Executive Order and continuing for the remainder of the period set out in the joint third amended emergency order of the Supreme Court of Texas in Misc. Docket No. 20-9044 and the Court of Criminal Appeals of Texas in Misc. Docket No. 20-008, all courts within Bexar County restrict non-essential in person proceedings in accordance with this Executive Order and the Declaration of Public Health Emergency of the City of San Antonio. Section 9 of this Executive Order shall hereby be suspended as to this Section 7.e
- 8.e That people who are sick should stay at home and not engage in any activity outside of their residence unless related to treatment or health care. If someone in a household has tested positive for COVID-19, then the other members of the household should consider themselves positive if they become symptomatic

and follow the current policies and procedures in place for isolation and quarantine.

9. That any peace officer or other person with lawful authority is hereby authorized to enforce the provisions of this Executive Order in accordance with the authority granted under the Texas Disaster Act of 1975. Any person who violates this Executive Order may be subject to a fine not exceeding \$1,000 or confinement for a period not exceeding 180 days.
10. The sections, paragraphs, sentences, clauses and phrases of this Executive Order are severable and if any phrase, clause, sentence, paragraph or section of this Executive Order should be declared invalid by the final judgment or decree of any court or competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections that can be given effect without the invalid provision, and to this end, the provisions of this Executive Order are severable.

II. All provisions of the executive orders of Governor Greg Abbott either existing or as, if and when issued, shall be automatically incorporated into and constitute terms of this Executive Order enforceable as if set forth herein without necessity for the issuance of any further orders. To the extent that there is a conflict between this Executive Order and any executive order of the Governor, the strictest order shall prevail.

DECLARED this 23rd day of March, 2020


NEILSON W. WOLFF
Bexar County Judge



VG-247-2020-20200012425

File Information

**FILED IN THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

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Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this Instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Bexar County, Texas on:
3/23/2020 5:13 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk