

CAUSE NO. CV-0081158

ROSIE YANAS and CHRISTOPHER
STONE, individually and as next
friends of CHRISTOPHER JAKE
STONE

Plaintiffs,

vs.

ANTONIOS PAGOURTZIS and
ROSE MARIE KOSMETATOS

Defendants.

§ COUNTY COURT AT LAW
§
§
§
§
§ GALVESTON COUNTY, TEXAS
§
§ Galveston County - County Court at Law No. 3
§
§
§ COURT NO. 3
§

**THE SPECIALLY APPEARING DEFENDANTS’ REPLY IN SUPPORT OF THEIR
RULE 120a SPECIAL APPEARANCES CHALLENGING PERSONAL JURISDICTION**

Defendants Red Stag Fulfillment, LLC (“Red Stag”), Mollenhour Gross, LLC (“MG”), Jordan Mollenhour and Dustin Gross (the “Individual Defendants”) (collectively, Red Stag, MG and the Individual Defendants are the “Specially Appearing Defendants”) file this reply brief in support of their Special Appearances under TEX. R. CIV. P. 120a.

SUMMARY

It is undisputed that LuckyGunner, LLC (“LuckyGunner”) is subject to the Court’s jurisdiction. It is also undisputed that the Court does not have specific jurisdiction over MG and the Individual Defendants.¹ The crux of the parties’ disagreement on jurisdiction centers on whether Red Stag is subject to specific jurisdiction on its own, and whether LuckyGunner’s ties to Texas can be imputed to any of the Specially Appearing Defendants. To create jurisdiction,

¹ Opp. at 13 (stating Court has jurisdiction over MG and the Individual Defendants “through either Red Stag or LuckyGunner”); *see also* Opp. at §II. Plaintiffs’ arguments concerning specific jurisdiction are limited to Red Stag. Plaintiffs offer no record evidence controverting the affidavits offered in support of MG and the Individual Defendants’ Special Appearance.

Plaintiffs invite the Court to endorse an elaborate conceptual chain. If any link in the Plaintiffs' proposed chain fails, every defendant below that link cannot be subject to the Court's jurisdiction.

Plaintiffs' conceptual chain is as follows:

1. The parties agree that LuckyGunner is subject to specific jurisdiction
- ↓
2. LuckyGunner and Red Stag are part of one "integrated enterprise"
- ↓
3. Since LuckyGunner and Red Stag are part of one "integrated enterprise," Red Stag should be subject to the Court's jurisdiction, or, Red Stag's own contacts with Texas create specific jurisdiction
- ↓
4. The veil between Red Stag and MG should be disregarded or the veil between LuckyGunner and MG should be disregarded
- ↓
5. Since the veil between Red Stag and MG should be disregarded, and since Red Stag should be subject to the Court's jurisdiction, MG should also be subject to the Court's jurisdiction
- or
- Since the veil between LuckyGunner and MG should be disregarded, and since LuckyGunner is subject to jurisdiction MG should also be subject to the Court's jurisdiction
- ↓
6. MG is the alter ego of the Individual Defendants
- ↓
7. Since MG is the alter ego of the Individual Defendants, and since MG should be subject to the Court's jurisdiction, the Individual Defendants should also be subject to the Court's jurisdiction.

The Court cannot accept Plaintiffs' framework. The Texas Supreme Court has never endorsed the so-called integrated enterprise theory for jurisdictional purposes. *PHC-Minden, L.P.*, 235 S.W.3d 163, 165 (Tex. 2007) (declining to adopt "single business enterprise" as a theory of jurisdiction). Thus, as a matter of law, Plaintiffs' conceptual chain is broken in link No. 2.

Beyond link No. 2, the only jurisdictional path around corporate forms that Texas recognizes is fusing a *parent* and its *subsidiary* as alter-egos. *See id.* To do that, Plaintiffs have the heavy burden to prove the parent controls the internal business operations and affairs of the subsidiary to such a high degree that the two entities seek to exist as separate. *See id.* There is no

such evidence in this record.

The Lone Star shines brightly, but its reach is not unlimited. Here, the law and the evidence prevent the Court from accepting Plaintiffs' jurisdictional theories. Therefore, the Specially Appearing Defendants ask the Court to dismiss them for lack of personal jurisdiction under TEX. R. CIV. P. 120a.

ARGUMENT AND AUTHORITIES

I. The Court lacks jurisdiction over Red Stag.

Plaintiffs contend Red Stag is subject to jurisdiction in Texas for two reasons: (1) Red Stag's contacts with Texas demonstrate it purposefully availed itself of the privilege of doing business in Texas, Opp. at 15-16, *or* (2) Red Stag should be subject to jurisdiction in Texas because it is "integrally involved in LuckyGunner's operations." Opp. 18. In other words, Plaintiffs ask the Court to impute LuckyGunner's Texas contacts to Red Stag. Plaintiffs' arguments are legally and factually flawed.

A. The Court lacks specific jurisdiction over Red Stag.

For Texas to exercise specific jurisdiction over Red Stag, (1) Red Stag must have established minimum contacts with Texas by purposefully availing itself of the privilege of conducting business here, and (2) Red Stag's alleged liability must arise from or relate to those contacts. *Moki Mac River Expeditions v. Drugg*, 221 S.W.3d 569, 576 (Tex. 2007).

1. Red Stag did not purposefully avail itself of Texas.

"To assess whether a nonresident defendant has purposely availed itself of the privilege of conducting activities in Texas, [courts] consider three factors." *Aqua Terra U.S. Holdings, LLC v. Pappas Harris Cap., LLC*, No. 14-20-00858-CV, 2022 WL 3365265, at *4 (Tex. App.—Houston [14th Dist.], Aug. 16, 2022, no pet. h). "First, only the defendant's own actions are relevant, not the unilateral activities of another party or a third party." *Id.* "Second, a showing of

random, isolated, or fortuitous contacts is insufficient.” *Id.* “Third, a defendant must seek some benefit, advantage, or profit by availing itself of the jurisdiction.” *Id.* In performing this analysis, courts “assess the quality and nature of the contacts, not the quantity.” *Id.*

a. Purposeful availment, factor one – Red Stag had no contact with Texas.

Red Stag does not satisfy the first prong of purposeful availment because *it* had no contacts with Texas. *See* Opp. at Ex. D, McCollom Tr. at 149:12-150:7; *see also* Opp. at Ex. F, Molitor Tr. at 51:10-53:21.

Red Stag has never registered to do business in Texas. Opp. at Ex. D, McCollom Tr. at 149:12-14. Red Stag has never paid taxes in Texas. *Id.* at 149:15-17. Red Stag has no facilities in Texas. *Id.* at 148:19-149:1. Red Stag has never received financing from any Texas entity, has no Texas bank accounts, and does not own or lease property in Texas. *Id.* at 149:24-150:7. Between 2018 and 2020, none of Red Stag’s clients were based in Texas, *id* at 156:5-9, and no Red Stag representative traveled to Texas for business. *Id.* at 145:10-147:4. Red Stag’s affidavit confirms Red Stag had no connection to Texas. *See* Red Stag’s Special Appearance at Decl. of Eric McCollom.

Plaintiffs do not refute any of the above facts. Instead, Plaintiffs claim Red Stag has sufficient contacts with Texas because (1) “Red Stag derives a substantial portion of its income from shipping ammunition into Texas;” and (2) “Texas is not just any market; it’s the single most important market for an online seller of ammunition to access.” Opp. at 15. There are four problems with Plaintiffs’ argument.

First, Plaintiffs mischaracterize Red Stag’s role. Red Stag does not ship ammunition into Texas. Plaintiffs’ own pleadings acknowledge as much. *See* FAP ¶¶ 41, 62-64, 77 (alleging that

the two LuckyGunner orders at issue were delivered by FedEx, not Red Stag).² As Red Stag's former president, Eric McCollom, testified in his deposition: "Red Stag was the third-party fulfillment company that fulfilled the orders, picked, packed, and prepared for shipping, handed off to carriers of [LuckyGunner's] choosing, to complete the orders that [LuckyGunner] receive on their website." Opp. at Ex. D, McCollom Tr. at 9:5-7. LuckyGunner's orders are *shipped* into Texas by the "*carriers* of [LuckyGunner's] choosing." *Id.* Those carriers include third-parties such as FedEx and UPS. *See id.*; *see also* Opp. at Ex. H, Fulfillment Service Agreement (defining "carriers").

Second, even *if* Red Stag shipped ammunition into Texas, this does not constitute purposeful contact with Texas. *Michiana Easy Livin' Country, Inc. v. Holten*, 168 S.W.3d 777, 785 (Tex. 2005) (shipping product to Texas resident at resident's request not purposeful availment).³

Third, Plaintiffs invite the Court to err by suggesting the quantity of Texas orders fulfilled by Red Stag, or the revenue generated by those orders, is relevant to a purposeful availment

² Two of the four plaintiff-groups (Yanas and Yarbrough) amended their petitions to include MG as part of their alter-ego theory. Plaintiffs' live pleadings are otherwise identical to those on file when the Specially Appearing Defendants filed their special appearances in December 2020. For efficiency, this brief cites to the Fourth Amended Petition ("FAP") filed by the Yanas Plaintiffs. The allegations cited in this brief also appear in the Tisdale, Beasley, and Yarbrough pleadings.

³ Plaintiffs cite to a thirty-year-old case, *Schlobohm v. Schapiro*, 784 S.W.2d 355, 358 (Tex. 1990), to claim that "for purposeful availment the nonresident defendant 'must purposefully do some act or consummate some transaction in the forum state.'" Opp. at 19-20. Plaintiffs then suggest Red Stag "consummated" LuckyGunner's sales transactions in Texas. Nonsense. If any entity consummated the sales transactions in Texas, it was FedEx, which delivered the ammunition to Pagourtzis's home address. Accepting the Plaintiffs' view would require the Court to ignore *Michiana*. Nothing about *Schlobohm* suggests that fulfilling a third-party's order by picking and packaging a box for shipment to Texas from a warehouse located in Tennessee is "consummating" a transaction in Texas.

inquiry. It is not. Courts “assess the quality and nature of the contacts, not the quantity.” *Aqua Terra*, 2022 WL 3365265, at *4. To this end, courts throughout the country – including in Texas – have held that the shipment of products into a state, without more, does not satisfy the minimum contacts requirement. *See US LED, Ltd.*, 2008 WL 4838851 (S.D. Tex. Nov. 5, 2008) (Nevada-based warehouse operator did not purposefully avail itself of Texas by shipping product to Texas); *LG Corp. v. Huang Xiaowen*, 2017 WL 2504949, **4-5 (S.D. Cal. June 8, 2017) (rejecting personal jurisdiction over New Jersey fulfillment company because it did not make any independent decision to ship product to any buyer in California; client-seller of product sent fulfillment company shipment instructions); *C & A Int’l, LLC v. S. Bay Distribution*, 2013 WL 5937432, *4 (N.D. Okla. Nov. 5, 2013) (“South Bay cannot be said to have reached out to Oklahoma . . . the business efforts of South Bay have been directed to its warehouse in California, where [the plaintiff’s] products were stored and from which [the plaintiff’s] products were distributed”); and *Posada v. Big Lots, Inc.*, 2011 WL 4550158, *3 (D.N.J. Sept. 29, 2011) (similar); *see also* Red Stag’s Special App. at ¶¶11-12, 23-25.⁴ Simply put, the *nature* of Red Stag’s contacts with Texas do not give rise to sufficient minimum contacts, regardless of their quantity.

Finally, Red Stag’s alleged tortious conduct centers on omissions that occurred in Tennessee. *See* FAP ¶ 41, 62-64, 77 (alleging Red Stag did not verify purchaser age or require

⁴ To distinguish these cases, Plaintiffs rely on *RV Skincare v. Digby Investments Ltd.*, 394 F. Supp. 3d 376 (S.D.N.Y. 2019) for the proposition that mailing a single item into a state (New York) supports jurisdiction. Their reliance is misplaced. *RV Skincare* rests on New York’s “single-act” long-arm statute that permits jurisdiction over a non-resident “who in person or through an agent . . . contracts anywhere to supply goods or services in the state.” 394 F.Supp.3d at 381. Texas’s long-arm statute contains no similar provision. Further, Texas courts have held the bare fact that a nonresident defendant makes a sale to a Texas buyer does not constitute purposeful availment. *Michiana*, 168 S.W.3d at 786-87; *id.* at 788; *see also Moki Mac*, 221 S.W.3d at 577 (“[T]he mere sale of a product to a Texas resident will not generally suffice to confer specific jurisdiction upon our courts. Instead, the facts alleged must indicate that the seller intended to serve the Texas market.”).

adult signature at point of fulfillment in Tennessee). This cannot constitute “purposeful availment” of Texas. *Anderson v. Bechtle*, No. 01-00-00593-CV, 2001 WL 930205, at *2 (Tex. App.—Houston [1st Dist.] Aug. 16, 2001, no pet.) (not designated for publication) (“By its very nature, failure to disclose demonstrates that a party did not have contacts with the forum state.”) ; *see also* *Cenoplex, Inc. v. Fox*, No. 03-12-00758-CV, 2014 WL 711829, at *4 (Tex. App.—Austin Feb. 21, 2014, no pet.) (not designated for publication) (failure to supervise and inspect records not purposeful availment).

Red Stag did not have any contact with Texas, let alone sufficient contacts to allow the Court to exercise jurisdiction over it. Therefore, the first factor does not support a finding that Red Stag is subject to the Court’s jurisdiction.

b. Purposeful availment, factor two – Red Stag’s connections to Texas were “random, isolated, or fortuitous.”

Red Stag does not satisfy the second prong of the purposeful availment test because its connections with Texas are, at most, “random, isolated, or fortuitous.” *Aqua Terra* , 2022 WL 3365265, at *4.

Plaintiffs make much of the fact that a certain portion of the products stored in Red Stag’s warehouses are shipped to Texas, including the two shipments at issue in this case. The same can be said for *every* state in the country. This does not establish specific jurisdiction under Texas law. *Michiana*, 168 S.W.3d at 786-88; *Moki Mac*, 221 S.W.3d at 578-579 (“[T]he mere sale of a product to a Texas resident will not generally suffice to confer specific jurisdiction upon our courts. Instead, the facts alleged must indicate that the seller intended to serve the Texas market.”).

Regardless, the destination of those shipments is determined entirely by Red Stag’s clients *and*, in turn, *their* customers, meaning Red Stag’s connection to Texas is purely a fortuitous consequence of relationships and decisions that are outside of its control. *US LED, Ltd.*, 2008 WL

4838851, at *4 (noting “[s]hipment of products into the forum state, without more, does not satisfy the minimum contacts requirement,” and “when a defendant’s contact with Texas rests on nothing but the mere fortuity that the [recipient] happens to be a resident of the forum, the court cannot infer purposeful availment of the privilege of conducting activities within the forum state.”) (cleaned up).

Red Stag’s fortuitous contacts – fulfilling orders for shipment to Texas from a warehouse in Tennessee – are insufficient to confer jurisdiction on this Court. Therefore, the second factor does not support a finding that Red Stag is subject to the Court’s jurisdiction.

c. Purposeful availment, factor three – Red Stag did not purposefully seek “benefit, advantage, or profit” in Texas.

Finally, Red Stag does not satisfy the third and final prong of the purposeful availment test because it did not purposefully seek “benefit, advantage, or profit” from the Texas market. *Aqua Terra*, 2022 WL 3365265, at *4.

Plaintiffs claim “Red Stag has made thousands of ammunition shipments to Texas, and that Texas, by virtue of its population and permissive statutes, is a strategically advantageous and profitable market for Red Stag.”⁵ Opp. at 22. Yet, Mr. McCollom’s testimony contradicts this assertion. He testified: “[W]e didn’t run [a] state-by-state analysis . . . it was not normal or wasn’t typical.” Opp. at Ex. D, McCollom Tr. at 151:20:23. Chris Molitor, Red Stag’s former Vice

⁵ Plaintiffs claim Red Stag “sends between █████% and █████% of its ammunition shipments to Texas,” which they argue is jurisdictionally “significant” under *Moki Mac*, 221 S.W.3d at 578-579. But Plaintiffs also acknowledge that LuckyGunner “generat[ed] approximately █████% of Red Stag’s revenue in 2020.” Opp. at 5. Thus, an apples-to-apples comparison to *Moki Mac* would be █████% of █████%, or █████% of Red Stag’s “ammunition shipment” revenue has a connection to Texas. This is, presumably, *not* significant under *Moki Mac*; see also *Aqua Terra*, 2022 WL 3365265, at *4 (noting that the relevant jurisdictional inquiry addresses the “quality and nature of the contacts, *not* the quantity”) (emphasis added).

President, testified similarly: “So from our standpoint, we didn’t care [where packages went]. We focused wherever the client wanted us to send it.” Opp. at Ex. F, Molitor Tr. at 54:21-23.

Although Red Stag profited from LuckyGunner’s sales to Texas from the fees LuckyGunner pays to fulfill those orders, the same is true for *each* order Red Stag fulfills for *each* of its clients to *every* state. Cases from around the country hold that third-party logistics companies are not subject to specific jurisdiction under similar fact patterns. *Supra* at §I(A)(1)(a). Any other holding would make Red Stag subject to jurisdiction in all fifty states—a proposition courts reject. *Michiana*, 168 S.W.3d at 788 (“If a seller of chattels is subject to suit wherever a customer requests delivery, then the chattel has become its agent for service of process—a conclusion that the United States Supreme Court has expressly rejected.”).

Under this prong of the purposeful availment test, the question is not whether Red Stag has merely profited from the Texas market. The question is whether the “basis” of Red Stag’s contract with LuckyGunner was Red Stag seeking a strategic advantage in Texas. *See US LED, Ltd.*, 2008 WL 4838851, at *5 n. 53 (citing *Moncrief Oil Int’l, Inc. v. OAO Gazprom*, 481 F.3d 309, 313 (5th Cir. 2007) (discussing cases where plaintiff’s location was “strategically advantageous to the defendant and was the basis for the agreement,” suggesting that “the defendant had purposefully availed itself of doing business in Texas”)). No part of Red Stag’s contract with LuckyGunner suggests that the purpose of the agreement was to seek strategic advantage in Texas. The contract does not include the word “Texas” or refer to the Lone Star state in any way.⁶

⁶ Plaintiffs improperly rely on *Ford Motor Co. v. Mont. Eighth Jud. Distr. Ct.*, ___ U.S. ___, 141 S. Ct. 1017, 1024 (2021) as part of their “purposeful availment” analysis. *See* Opp. at 15-16. *Ford* does not address purposeful availment because Ford had conceded that prong of specific jurisdiction. Instead, the opinion addresses only the “relatedness” prong of specific jurisdiction. *Id.* at 1022-23. *Ford* does not say, as Plaintiffs suggest, that any commercial activity in a state demonstrates purposeful availment. *Ford* is also distinguishable because it is a product liability case that rests on stream-of-commerce jurisdiction. Ford, a manufacturer, targeted sales of its own

In sum, Red Stag’s only connection to Texas is through third parties, whether they be Red Stag’s clients (and, in turn, their customers) or the common carriers (e.g. FedEx and UPS) that deliver Red Stag’s clients’ goods to the end users. Red Stag agrees to pick and pack its clients’ orders pursuant to written contracts with those clients, including LuckyGunner.⁷ Opp. at Ex. H, Fulfillment Services Agreement; Opp. at Ex. D, McCollom Tr. at 91:22-25. It is of no consequence to Red Stag whether an order is destined for Texas or any other state in the country. Opp. at Ex. D, Molitor Tr. at 54:21-23. The mere fact that Red Stag fulfills orders for shipment across the United States does not make it subject to jurisdiction everywhere.

In summary, it simply cannot be said that Red Stag has purposefully sought “benefit, advantage, or profit” from the Texas market. Therefore, the third and final purposeful-availment factor does not support a finding that Red Stag is subject to the Court’s jurisdiction.

2. Red Stag has no Texas contacts that relate to this litigation.

Red Stag does not satisfy the second element of specific jurisdiction – relatedness – because it does not have any Texas contacts connected to the operative facts of this litigation. *Old Republic Nat’l Title Ins. Co. v. Bell*, 549 S.W.3d 550, 559-60 (Tex. 2018). Red Stag’s alleged conduct – fulfilling orders – occurred wholly in Tennessee. *See* FAP ¶ 41, 62-64, 77. To get around this, Plaintiffs suggest the Court use their own connections with Texas to satisfy relatedness. Opp. at 16 (cleaned up). The Court cannot accept that invitation. “[I]t is the defendant, not the plaintiff or third parties, who must create contacts with the forum State.”

product in the forum states. Red Stag is not a manufacturer, and this is not a product liability case. These facts also distinguish *Luciano v. SprayFoamPolymers.com, LLC*, 625 S.W.3d 1 (Tex. 2021), which is another case cited by Plaintiffs. Opp. at 17-18.

⁷ In this case, Red Stag’s contract is with LuckyGunner’s affiliate LGDC, LLC, which owns the inventory sold on LuckyGunner’s websites. Opp. at Ex. H, Fulfillment Services Agreement; Opp. at Ex. D, McCollom Tr. at 16:8-15. For the sake of simplicity, this distinction is ignored for purposes of this reply.

Walden v. Fiore, 571 U.S. 277, 291 (2014) (“injury to a forum resident is not a sufficient connection to the forum.”). Simply put, Red Stag has no Texas contacts that relate to this litigation.

B. The Court cannot impute LuckyGunner’s contacts to Red Stag to exercise personal jurisdiction over Red Stag.

To get around the fact that they have insufficient evidence of Red Stag’s purposeful contacts with Texas, Plaintiffs ask the Court to impute LuckyGunner’s Texas contacts to Red Stag because “Red Stag is integrally involved in LuckyGunner’s operations.” Opp. at 18. Stated differently, Plaintiffs contend Red Stag and LuckyGunner are “one integrated enterprise.” Opp. at 19. This argument has two problems.

First and foremost, the Texas Supreme Court has declined to endorse the type of “integrated enterprise” or “single business enterprise” approach Plaintiffs suggest. *PHC-Minden, L.P.*, 235 S.W.3d at 165 (declining to adopt “single business enterprise” as a theory of jurisdiction). Asking the Court to employ this standard is an invitation to err.

Second, Plaintiffs fail to show that Red Stag and LuckyGunner are a “single business enterprise,” notwithstanding that the Texas Supreme Court has rejected that approach to jurisdiction. The six putative facts proffered by Plaintiffs are an amalgamation of various misleading, incomplete, and irrelevant facts that have been cherry-picked from the record. They are addressed, in turn, below.

Fact One. Plaintiffs claim that “Red Stag was created by the owners of LuckyGunner to serve LuckyGunner.” Opp. at 18. As support, Plaintiffs note that a written employment proposal for Chris Molitor (a former Red Stag employee) “made clear that his role was to develop third-party clients.” Opp. at 18-19 (internal quotations omitted). The deposition testimony does not support Plaintiffs’ claim.

Mr. McCollom testified that Red Stag was created because the Individual Defendants “saw a need in the marketplace for a higher quality e-commerce fulfillment company.” Opp. at Ex. D, McCollom Tr. at 14:15-16. Plaintiffs’ counsel asked Mr. McCollom directly: “So was this to create an internal fulfillment provider for LuckyGunner?” Mr. McCollom’s response was equally direct: “**It was not.**” *Id.* at 15:11-13 (emphasis added). When Plaintiffs’ counsel asked Mr. Molitor a similar question—“[W]as Red Stag Fulfillment created to be an internal fulfillment company to LuckyGunner?”—Mr. Molitor replied, “Not that I know of.” Opp. at Ex. F, Molitor Tr. at 33:17-20.

It is true that “the whole point of [Molitor] coming on board [in 2013] was to develop third-party fulfillment.” Opp. at Ex. F, Molitor Tr. at 43:1-4. So what?⁸ Red Stag was created in 2013, more than five years prior to the events that led to this case. LuckyGunner was Red Stag’s first customer, but Red Stag solicited other clients “within a year of [its] formation.” Opp. at Ex. D, McCollom Tr. at 11:8, 19:24-25. In fact, as of 2018, Red Stag had sixty-seven discrete clients, ranging from coffee companies to eyewear suppliers. Opp. at Ex. U.

Fact Two. Plaintiffs next claim “Red Stag’s operating procedures were developed specifically for LuckyGunner” and “today contain numerous special instructions that apply only to shipments for LuckyGunner.” Opp. at 18. This claim is misleading.

Mr. McCollom testified that LuckyGunner was Red Stag’s first client. Opp. at Ex. D, McCollom Tr. at 18:6-9; 124:18-126:16. As such, many of Red Stag’s initial procedures were necessarily developed based on LuckyGunner’s needs. *Id.* at 124:18-126:16. This is neither

⁸ *Conner v. ContiCarriers & Terminals, Inc.*, 944 S.W.2d 405, 419 (Tex. App.—Houston [14 Dist.] 1997, no pet.) (declining to find alter ego where half of the ‘subsidiary’s revenue produced by providing shipping services to the parent corporation).

surprising nor damning. However, Mr. McCollom also testified that Red Stag's procedures were modified as new clients were engaged. *Id.*

It is also hardly surprising that Red Stag has "special" policies pertaining to a client that sells ammunition. As Mr. McCollom testified, there are specific federal regulations that apply to shipping ammunition. Opp. at Ex. D, McCollom Tr. at 114:19-23 ("[L]ike DOT regulations, to be able to ship it through . . . FedEx, UPS . . . it had to . . . have specific labeling applied to the packaging."). Moreover, Red Stag did the same thing for many of its clients. *Id.* at 107:11-12 ("For all our client we [established processes].")

Fact Three. Plaintiffs next claim "[d]efendants Mollenhour and Gross jointly owned and controlled both LuckyGunner and Red Stag" – neither of which "had an independent Board of Directors" – which meant that "Red Stag executives saw the companies as two parts of the same integrated operation." Opp. at 19. The first two assertions are irrelevant as a matter of law. The third assertion is simply false.

As to joint ownership, corporate forms are not disregarded "merely because of stock ownership, a duplication of some or all of the directors or officers, or an exercise of the control that stock ownership gives to stockholders." *PHC-Minden, L.P.*, 235 S.W.3d at 175. As to the lack of a board of directors, Plaintiffs ignore that Red Stag and LuckyGunner are both Tennessee limited liability companies, which are not required to have a board of directors. *See* Tenn. Code Ann. §§ 48-29-202(a)(4) & 48-249-401; *see also American Federated Title Corp. v. GFI Management Services, Inc.*, 126 F.Supp.3d 388, 403 (S.D. Ny, Aug. 8, 2015) ("[T]he absence of . . . directors . . . and board or executive committee meetings . . . is not a persuasive veil piercing factor for an LLC.").

Red Stag has annual meetings that are separate from MG and LuckyGunner. *Compare* Opp. at Ex. S, Mtg. Minutes for Red Stag *with* Opp. at Ex. R, Mtg. Minutes LuckyGunner. Red Stag files annual reports that are independent of those filed by MG and LuckyGunner. MG Special Appearance at Declaration of Jordan Mollenhour, ¶¶15-16; *see also* Opp. at Ex. M, TN SOS Records for LuckyGunner; Opp. at Ex. N, TN SOS Records for Red Stag; Opp. at Ex. O, TN SOS Records for MG. These facts affirm corporate separateness.⁹

Finally, the Red Stag executives did *not* see “the companies as two parts of the same integrated operation.” Plaintiffs’ claim ignores the testimony from both Mr. McCollom and Mr. Molitor:

Q. So was this to create an internal fulfillment provider for LuckyGunner?
A. It was not.

Opp. at Ex. D, McCollom Tr. at 15:11-13.

Q. So was Red Stag Fulfillment created to be an internal fulfillment company to LuckyGunner?
A. Not that I know of.

Opp. at Ex. F, Molitor Tr. at 33:17-20.

⁹ *See Zhao v. iComposite, LLC*, No. 14-20-00605-CV, 2022 WL 176077, at *5 (Tex. App.—Houston [1st Dist.] Jan. 20, 2022) (“The Nevada Secretary of State records establish that Prospera is a Nevada corporation in good standing and Zhao is its sole officer. Zhao’s counsel stated during the special appearance hearing that Zhao is the owner of Prospera. However, under Texas law, common ownership, directorship, or officers is insufficient, without more, to establish alter ego for jurisdictional purposes.”); *see also TMX Fin. Holdings, Inc. v. Wellshire Fin. Servs., LLC*, 515 S.W.3d 1, 9 (Tex. App.—Houston [1st Dist.] 2016, pet. denied) (“each of the two distinct entities meets regularly to discuss the business of that entity apart from the other, which counsels against an alter-ego finding” and concluding “we decline to conclude that the failure to follow corporate formalities, particularly for this family-held group of entities is sufficient, in itself, to demonstrate that the two entities are one.”).

Fact Four. Next, Plaintiffs misrepresent Mr. McCollom’s testimony by claiming he testified that Red Stag was “LuckyGunner’s fulfillment arm.” Opp. at 19. The following is excerpted from Plaintiff’s Opposition:

was signed) was an *internal* client. Ex. I to Thomas-Jensen Aff. at RSF000785. And Eric McCollom—Red Stag’s former president—explained that Red Stag’s use of a “Lucky Fulfillment” on its package labels was a deliberate choice: “It was essentially a way for—to say that this was fulfilled by LuckyGunner’s fulfillment arm, which was Red Stag Fulfillment.” Ex. D to Thomas-Jensen Aff. at 129:17-13 (emphasis added). And, of course, Defendants Mollenhour and Gross jointly owned and

This is *not* what Mr. McCollom said. The relevant portion Mr. McCollom’s deposition transcript is excerpted below:

| | | |
|----|----|--|
| 17 | Q. | What's Lucky Fulfillment? |
| 18 | A. | So we gave our clients -- this was |
| 19 | | not unique to them. This was -- one of the |
| 20 | | things -- one of the services that people don't |
| 21 | | recognize with third-party fulfillment is that a lot |
| 22 | | of people don't -- that are purchasing don't realize |
| 23 | | the people they're buying from are using a third |
| 24 | | party. Like we were really good at what we do, and |
| 25 | | a lot of our clients, you know, will do this. They |
| | | Page 129 |

1 don't -- we don't put Red Stag Fulfillment on the
2 label or on anything. That's an open text field
3 that's not used for anything, really, other than to
4 just -- I mean, it's an open text field, and we let
5 our clients put, you know, their name or some
6 variation of their name on that. So Lucky
7 Fulfillment is not an entity. It was essentially a
8 way for -- to say that this was fulfilled by
9 LuckyGunner's fulfillment arm, which was Red Stag
10 Fulfillment. It's not a business. It's not an
11 entity. It was just an open text field to allow
12 them to take credit for our fulfillment services,
13 which almost all of our clients did.

14 Q. Did they choose the phrase Lucky
15 Fulfillment?
16 A. They did, yeah. We wouldn't have
17 chosen that. Part of our on-boarding process with
18 our clients, we would ask what they wanted in that
19 field.
20 Q. I see. Is Lucky Fulfillment, is it
21 a d/b/a that's registered anywhere?
22 A. I don't know, not that I'm familiar
23 with. Like I said, a lot of our clients would just
24 put their own name there or they'd put something
25 similar.

Page 130

Opp. at Ex. D, McCollom Tr. at 129:18-130:25.

The above transcript reveals Mr. McCollom's clear meaning was the opposite of Plaintiffs' representation. He testified that Red Stag's clients had the option to put their own names on the shipping labels, and that the option to do so was used by "a lot of clients" and was "not unique to [LuckyGunner]." *Id.* He did **not** say that RedStag was "LuckyGunner's fulfilment arm."

Fact Five. Next, Plaintiffs change gears by asserting that Messrs. McCollom and Molitor signed "a non-compete agreement barring them from working not just for another business

involved in fulfillment operations and/or warehouse and logistics, but also for another online seller of ammunition.” Opp. at 19 (internal quotations omitted.) This claim is legally irrelevant.

For jurisdictional veil piercing, atypical control by a parent over a subsidiary focuses on day-to-day operations. By definition, non-compete clauses have no bearing on the work employees do on a day-to-day basis. Rather, they limit competition post-employment. In terms of the lack of day-to-day control by anyone outside of Red Stag, Mr. McCollom confirmed he would go “months” without speaking with the two member-owners of MG. Opp. at Ex. D, McCollom Tr. at 97:9-98:2. It is hard to fathom a clearer indication that MG was not involved in Red Stag’s day-to-day operations.

Fact Six. Lastly, Plaintiffs assert “RSF took no precautions to avoid shipping ammo to underage and other prohibited purchasers, instead relying solely on LuckyGunner to follow the relevant laws.” Opp. at 18, 6. This assertion means nothing to jurisdictional veil piercing. It also misunderstands what logistics companies do. Not only did Red Stag rely on all of its clients (not just LuckyGunner) to “advise [it] of anything that [it] had to do as a fulfilment provider[,]” Opp. at Ex. D, McCollom Tr. at 115:2-6, taking on independent obligations to investigate its client’s customers’ eligibility to purchase “was not something that would be an industry standard.” *Id.* at 116:13-19.

Plaintiffs’ assertion also fails to account for the relevant contract, which specifically states that it is within the “Client’s Duties” to “instruct RED STAG as to the Legal Requirements needed to provide Fulfillment Services[.]” Opp. at Ex. H, p. 4, ¶18 (RSF000678). The existence of a contract and specific terms on point underscore corporate separation and the independent obligations of two different entities. At most, Red Stag had a “common business purpose” with LuckyGunner under the terms of a written contract. *See PHC-Minden, L.P.*, 235 S.W.3d at 175-

176. The existence of a common contractual objective between indirectly affiliated companies is not a basis to impute one’s jurisdictional contacts to the other. *Id.*

In sum, Red Stag’s “own acts” show that it has *no* contacts with Texas, so Plaintiffs ask the Court to adopt the “integrated enterprise” framework rejected by the Texas Supreme Court. The Court cannot accept the Plaintiffs’ invitation because Texas has never adopted that jurisdictional theory and—even if it had—Plaintiffs’ facts are misleading, taken out of context, incorrect, and irrelevant. Red Stag is not subject to this Court’s jurisdiction.

II. The Court lacks jurisdiction over MG.

Plaintiffs do not argue MG conducted business in Texas or purposefully reached into the Texas market. Instead, Plaintiffs argue that the Court has jurisdiction over MG “through either Red Stag or LuckyGunner.” Opp. at 13. This is a jurisdictional veil-piercing claim premised on the fact that, at the time of the events giving rise to the present case, MG was the immediate parent company of both LuckyGunner and Red Stag.

In determining whether to disregard a corporate form and “fuse” a “parent company and its subsidiary for jurisdictional purposes,” the Plaintiffs carry a heavy burden to “prove the parent controls the internal business operations and affairs of the subsidiary.” *BMC Software*, 83 S.W.3d at 799; *PHC-Minden*, 235 S.W.3d at 174–75. The degree of control the parent exercises must be greater than that normally associated with common ownership and directorship; the evidence must show that the two entities cease to be separate so that the corporate fiction should be disregarded to prevent fraud or injustice. *Id.* Plaintiffs’ evidence fails to satisfy this high burden.

Plaintiffs proffer **no** evidence to justify disregarding the corporate forms between MG and LuckyGunner. Their entire argument on this point is limited to summarily declaring that “[w]hile the plaintiffs took only limited jurisdictional discovery of LuckyGunner or the MG Defendants,

there is every reason to believe that this same level of control extended to the daily operations of LuckyGunner.” Opp. at 27. This declaratory statement does not meet the Plaintiffs’ heavy burden. *BMC Software*, 83 S.W.3d at 799.

This leaves the other half of Plaintiffs’ argument – that jurisdiction over MG can be had “through Red Stag” by piercing the veil between MG and Red Stag. *See* Opp. at 13 . As a threshold matter, this question is irrelevant *unless* the Court finds that Red Stag is subject to jurisdiction. If Red Stag is not subject to specific jurisdiction, the sanctity of the corporate veil between MG and Red Stag is of no moment. If the Court finds that Red Stag is subject to jurisdiction, the Plaintiffs have nevertheless failed to offer evidence sufficient to disregard the veil between MG and Red Stag.

In support of their argument that the Court should pierce the veil between MG and Red Stag, Plaintiffs proffer five putative facts that are once again an amalgamation of various misleading, incomplete, and irrelevant facts that have been cherry-picked from the record. They are addressed, in turn, below.

Fact One. Plaintiffs claim MG “owned 100% of both Red Stag and LuckyGunner during the relevant time period” and “neither Red Stag nor Lucky Gunner had a board of directors.” *See* Opp. at 6 and 19. This is the same as “Fact Three” addressed to Red Stag in Part I.B above. Plaintiffs’ arguments against MG fail for the same reasons.

Fact Two. Plaintiffs next claim that “LuckyGunner, [MG], and Red Stag all used the same post office box;” LuckyGunner and MG “were located at an address that had served as both LuckyGunner’s and [MG’s] principal office;” and “all three entities were headquartered in Knoxville.” Opp. at 26. These facts are irrelevant for several reasons.

First, common office space or addresses do not show a parent exercised meaningful, much less complete, control over its subsidiary. *All Star Enterprise, Inc. v. Buchanan*, 298 S.W.3d 404, 423 (Tex. App.—Houston [14th Dist.] 2009, no pet.) (declining to find alter egos where companies had common employees and used a single business office and letterhead); *U.S. LED, Ltd.*, 2008 WL 4838851, at * 6 (stock ownership, shared office space and employees, and provision of unpaid services and training insufficient to support jurisdictional veil-piercing under an alter-ego theory absent evidence that one company “exercised meaningful, much less ‘complete,’ control over [the other’s] daily activities”).

Second, Plaintiffs tacitly concede they have no proof that MG, Red Stag, and LuckyGunner were using the same post office box or sharing office space in 2018. This is the relevant time-period for determining personal jurisdiction. *Cf. Amec Foster Wheeler plc v. Enter. Prod. Operating LLC*, 631 S.W.3d 147, 157 (Tex. App.—Houston [14th Dist.] 2020, pet. denied) (defining relevant time frame for specific jurisdiction as the time when the defendant engaged in the conduct on which plaintiff based its claims). That these facts may have been true in 2013 or 2014 is irrelevant to a jurisdictional inquiry focused on 2018.

Third, Plaintiffs can show no more than that the three entities are headquartered in the same city. Plaintiffs cite *Gartin v. Par Pharm. Companies, Inc.*, 561 F. Supp. 2d 670 (E.D. Tex. 2007), *aff’d*, 289 F. App’x 688 (5th Cir. 2008) for the proposition that “‘evidence that the two companies are headquartered in the same city’ favors jurisdictional veil piercing.” But that is not at all *Gartin’s* holding. The *Gartin* court acknowledged the two companies were in the same city, but **the court dismissed the fact and concluded there was no veil piercing.**

Fact Three. Plaintiffs next claim that “[a]ll the executives at Red Stag . . . were actually hired and employed by BSS, which is controlled by” the Individual Defendants such that MG

“ensured that no competing interests could arise between them” and that their “employees would not compete with the business of Red Stag or LuckyGunner”. Opp. at 26. Similarly, Plaintiffs claim Mr. McCollom “was originally interviewed . . . for a job at LuckyGunner, but they ultimately decided to have BSS hire him and for him to work at Red Stag instead.” See Opp. at 5 and 6.

There is no evidence BSS is Red Stag’s parent. This alone prevents an alter ego finding based on this evidence. Cf. *TMX Fin. Holdings, Inc.*, 515 S.W.3d at 10 (no veil piercing between affiliated entities under common corporate umbrella); *Helmer v. Rusco Operating, LLC*, No. 03-21-00148-CV, 2022 WL 963236 at n.4 (Tex. App.—Austin, no pet.) (“Much of the argument . . . concerns the relationship between Helmer Guidance and Helmer Directional. . . . Rusco does not assert, however, that Helmer Guidance operated as the alter ego of Helmer Directional and has not named Helmer Directional as a defendant in this suit”).

Even if BSS was Red Stag’s parent (it is not), this evidence is still not meaningful. *PHC-Minden, L.P.*, 235 S.W.3d at 173 (borrowed executives whose salaries were paid by parent company did not show subsidiary was an alter ego); *Wilmington Tr., Nat’l Ass’n v. Hsin-Chi-Su*, 573 S.W.3d 845, 855 (Tex. App.—Houston [14th Dist.] 2018, no pet.) (declining to find alter ego status where management of the company was divided among affiliated entities without management fees); *McDaniel v. BP Amoco Expl. (In Amenas) Ltd.*, No. 01-17-00475-CV, 2018 WL 614392, at *4 (Tex. App.—Houston [1st Dist.] Jan. 30, 2018, no pet.) (no alter ego where management services provided by affiliates and reimbursed).

Fact Four. Plaintiffs next claim that “Gross was an authorized signer on Red Stag’s bank account . . . despite not being a Red Stag executive.” Opp. at 27.

Mr. Gross’s authority is consistent with a typical level of control. Cf. *Helmer*, 2022 WL 963236 at *6 (not usual for member of LLC to have access to bank account because member may

be entitled to receive funds). His ability to sign on Red Stag’s account is not sufficient to fuse Red Stag and MG. Courts are only permitted to pierce veils where there is an abuse of funds. The record contains no evidence Mr. Gross ever signed on Red Stag’s account, much less that he abused funds. *See id.*; *see also Zhao*, No. 14-20-00605-CV, 2022 WL 176077, at *5 (“IComposite offered no evidence that the funds in the Prospera account were used for Zhao’s direct personal benefit, nor that Zhao paid Prospera’s debts with his personal checks. There is no evidence that Zhao paid Prospera’s corporate debts with personal checks, that he made any representations that he would personally financially-back Prospera, nor that any corporate profits were diverted for his personal use.”).

Fact Five. Lastly, Plaintiffs claim that when the defendants paid the Court’s earlier attorneys’ fee award to Plaintiffs, “the check for the entire award came from LuckyGunner.”

The Court cannot consider post-filing facts to find jurisdiction. *Grupo Dataflux v. Atlas Glob. Grp., L.P.*, 541 U.S. 567, 570, 124 S.Ct. 1920, 158 L.Ed.2d 866 (2004); *see also Lisitsa v. Flit*, 419 S.W.3d 672, 681 (Tex. App.—Houston [14th Dist.] 2013, pet. denied) (relevant jurisdictional facts must pre-date filing of litigation). In any event, joint representation is not relevant. *American Federated Title Corp. v. GFI Management Services, Inc.*, 126 F.Supp.3d 388, 409 (S.D. Ny, Aug. 8, 2015) (“AFTC’s claim regarding legal fees is unpersuasive. The three [defendants] were jointly represented by Greenberg Traurig regarding . . . the [case] in which all four entities were co-plaintiffs.”).

In sum, Plaintiffs have presented no basis for an alter-ego finding against MG. As such, this Court lacks personal jurisdiction over MG, and MG must be dismissed.

III. The Court lacks jurisdiction over the Individual Defendants.

As with MG, Plaintiffs do not argue that the Individual Defendants conducted any business

in Texas or purposefully reached into the Texas market. Rather, Plaintiffs again assert that the Court has jurisdiction over the Individual Defendants “through either Red Stag or LuckyGunner.” Opp. at 13. The Individual Defendants sit at the very end of the Plaintiffs’ tenuous jurisdictional chain. If the Court concludes that even a single link fails for any reason, then the Individual Defendants cannot be haled into a Texas court.

Even assuming that the Court adopts Plaintiffs’ “integrated enterprise” framework, *and* finds that Red Stag is part of an integrated enterprise with LuckyGunner, *and* that Red Stag is therefore subject to jurisdiction, *and* that the veil between Red Stag and MG should be disregarded, *and* that MG is therefore subject to jurisdiction, the Court still cannot exercise jurisdiction over the Individual Defendants unless it concludes they used MG as an alter ego. This is not the case.

In support of their argument that the Individual Defendants used MG as an alter ego, Plaintiffs proffer the following arguments: (i) MG is “wholly owned by them and has no board of directors;” (ii) the Individual Defendants were “directly involved in hiring the executives of [MG’s] subsidiaries” and several of MG’s officers, including Craig Meredith, Coleton Bragg, and Keith Jackson, provided services to Red Stag, MG, BSS and the Individual Defendants; (iii) “at least one of them (Gross) was even the signer on at least one of the subsidiaries’ bank accounts;” and (iv) the Individual Defendants have not submitted separate pleadings to this Court. Opp. at. 28-29.

The Court can reject these facts out of hand because they all point to the relationship between Red Stag and MG, not the relationship between the Individual Defendants and MG. None of these facts shows the Individual Defendants exercised atypical control over MG’s day-to-day operations such that they ceased to be separate from MG.

Even if the Court were inclined to examine these facts, they do not support alter-ego jurisdiction. The Specially Appearing Defendants have addressed each of these assertions at length in Part II above. That section explains why each of the Plaintiffs' facts fails to establish an "atypical" level of control by a parent over its subsidiary under Texas law. Suffice to say, Texas law strongly presumes that a parent and subsidiary are distinct entities despite ownership and the exercise of dominion by a parent over its subsidiary. *PHC Minden*, 235 S.W.3d at 173, 175. One-hundred percent stock ownership is not enough. *BMC Software*, 83 S.W.3d at 799. Nor is the fact that the parent has a say in hiring employees. *See Zamarron v. Shinko Wire Co., Ltd.*, 125 S.W.3d 132, 142 (Tex. App.—Houston [14th Dist.] 2003, pet. denied); *First Oil PLC v. ATP Oil & Gas Corp.*, 264 S.W.3d 767, 784 (Tex. App.—Houston [14th Dist.] 2008, pet. denied) (hiring and firing not atypical). The existence of a parent-representative as a signor on its subsidiaries' bank account or the existence of separate bank accounts at the same financial institution is also not enough. *See Conner*, 944 S.W.2d at 419-20 (holding that even a shared bank account is not sufficient to show atypical control).

As a result, even if the Court were to accept Plaintiffs' facts (which say nothing of the relationship between MG and the Individual Defendants), none show the Individual Defendants used MG as an alter ego. Therefore, Plaintiffs have failed to meet their burden of proof. The Individual Defendants must be dismissed for lack of personal jurisdiction.

CONCLUSION

For the reasons detailed herein and in their previously-filed special appearances, the Specially Appearing Defendants ask the Court to dismiss them from this entire proceeding for lack of personal jurisdiction.

RESPECTFULLY SUBMITTED,

/s/ A.M. "Andy" Landry III

A.M. "Andy" Landry III

TBN 11868750

Kelly H. Leonard

TBN 24078703

Gray Reed & McGraw LLP

1300 Post Oak Blvd., Suite 2000

Houston, Texas 77056

(713) 986-7000 (Telephone)

(713) 986-7100 (Fax)

alandry@grayreed.com

kleonard@grayreed.com

Counsel for the Specially Appearing Defendants

Andrew A. Lothson (PHV)

Swanson, Martin & Bell LLP

330 North Wabash, Suite 3300

Chicago, Illinois 60611

(312) 321-9100 (Telephone)

(312) 321-0990 (Fax)

alothson@smbtrials.com

Counsel for the Specially Appearing Defendants

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing instrument was duly furnished to the below listed counsel of record via email and eFileTexas on the 16th day of September, 2022, in accordance with the Texas Rules of Civil Procedure:

Clint E. McGuire
Martinez & McGuire PLLC
17227 Mercury Drive, Suite B
Houston, Texas 77546
Tel: 281-286-9100
Fax: 281-286-9105
clint@mmtriallawyers.com

EVERYTOWN LAW
Alla Lefkowitz
Molly Thomas-Jensen
Krystan Hitchcock
450 Lexington Ave, P.O. Box #4184
New York, NY 10017
646-324-8226
Alefkowitz@everytown.org
Mthomasjensen@everytown.org
Khitchcock@everytown.org

Darrell A. Apffel
Apffel Legal, PLLC
104 Moody Ave #101
Galveston, Texas 77550
Tel: 409-744-3597
Fax: 281-612-9992
darrell@apffellegal.com

Alton C. Todd
The Law Firm of Alton C. Todd
312 S. Friendswood Drive
Friendswood, Texas 77546
Tel: (281) 992-8633
Fax: 281-648-8633
alton@actlaw.com

Rodgers Law Group, PLLC
One Harbour Square
3027 Marina Bay Drive, Suite 310
League City, Texas 77573
Tel: 281-884-3891
Fax: 281-884-3992
ron@rodderslawgroup.com

Sherry Scott Chandler
Lewis M. Chandler
The Chandler Law Firm, L.L.P.
4141 Southwest Freeway, Ste. 300
Houston, Texas 77027
Tel: 713-228-8508
Fax: 713-228-8507
sherry@chandlerlawllp.com
lewis@chandlerlawllp.com

Lawrence M. Tylka
Tylka Law Center, P.C.
1104 East Main
League City, Texas 77573
Tel: 281-557-1500
Fax: 281-557-1510
legal@tylkalawcenter.com

J. Alfred Southerland
4141 Southwest Freeway, Suite 300
Houston, Texas 77027
Tel: (281) 928-4932
Fax: (713) 228-8507
alf@southerlandlawfirm.com

/s/ A.M. "Andy" Landry III
A.M. "Andy" Landry III

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Anne Armstrong on behalf of Andre Landry

Bar No. 11868750

aarmstrong@grayreed.com

Envelope ID: 68353805

Status as of 9/16/2022 4:43 PM CST

Associated Case Party: Rosie Yanas

| Name | BarNumber | Email | TimestampSubmitted | Status |
|-------------|-----------|-------------------------|----------------------|--------|
| Ron Rodgers | | ron@rodgerslawgroup.com | 9/16/2022 4:31:25 PM | SENT |

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Anne Armstrong on behalf of Andre Landry

Bar No. 11868750

aarmstrong@grayreed.com

Envelope ID: 68353805

Status as of 9/16/2022 4:43 PM CST

Case Contacts

| Name | BarNumber | Email | TimestampSubmitted | Status |
|-----------------------|-----------|-----------------------------|----------------------|--------|
| Alton Todd | | alton@actlaw.com | 9/16/2022 4:31:25 PM | SENT |
| Heather Ybarra | | heather@mmtriallawyers.com | 9/16/2022 4:31:25 PM | SENT |
| Krista Wilson | | krista@actlaw.com | 9/16/2022 4:31:25 PM | SENT |
| Seth Park | | seth@actlaw.com | 9/16/2022 4:31:25 PM | SENT |
| Andrew Lothson | | alothson@smbtrials.com | 9/16/2022 4:31:25 PM | SENT |
| Kristie WidnerTobin | | Kristie.Tobin@hfw.com | 9/16/2022 4:31:25 PM | SENT |
| Brian Vogts | | jbvogts@smbtrials.com | 9/16/2022 4:31:25 PM | SENT |
| Douglas ToddGosda | | dgosda@mga-law.com | 9/16/2022 4:31:25 PM | SENT |
| Krystan Hitchcock | | khitchcock@everytown.org | 9/16/2022 4:31:25 PM | SENT |
| Sherry Chandler | | sherry@chandlerlawllp.com | 9/16/2022 4:31:25 PM | SENT |
| Lewis Chandler | | lewis@chandlerlawllp.com | 9/16/2022 4:31:25 PM | SENT |
| J. Alfred Southerland | | alf@southerlandlawfirm.com | 9/16/2022 4:31:25 PM | SENT |
| Lawrence Tylka | | legal@tylkalawcenter.com | 9/16/2022 4:31:25 PM | SENT |
| Alla Lefkowitz | | alefkowitz@everytown.org | 9/16/2022 4:31:25 PM | SENT |
| Molly Thomas-Jensen | | mthomasjensen@everytown.org | 9/16/2022 4:31:25 PM | SENT |
| Clint McGuire | | clint@mmtriallawyers.com | 9/16/2022 4:31:25 PM | SENT |
| Jeana L. Spruill | | jspruill@brothers-law.com | 9/16/2022 4:31:25 PM | SENT |
| Rebecca Jez | | rjez@brothers-law.com | 9/16/2022 4:31:25 PM | SENT |
| Gregory A. Schlak | | gschlak@brothers-law.com | 9/16/2022 4:31:25 PM | SENT |
| Yvette Munoz | | yvette@chandlerlawllp.com | 9/16/2022 4:31:25 PM | SENT |

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Anne Armstrong on behalf of Andre Landry

Bar No. 11868750

aarmstrong@grayreed.com

Envelope ID: 68353805

Status as of 9/16/2022 4:43 PM CST

Associated Case Party: LuckyGunner, LLC

| Name | BarNumber | Email | TimestampSubmitted | Status |
|-----------------|-----------|-----------------------|----------------------|--------|
| Andre M.Landry | | alandry@grayreed.com | 9/16/2022 4:31:25 PM | SENT |
| Kelly Leonard | | kleonard@grayreed.com | 9/16/2022 4:31:25 PM | SENT |
| Tyler J.McGuire | | tmcguire@grayreed.com | 9/16/2022 4:31:25 PM | SENT |
| Nadine Nunnery | | nnunnery@grayreed.com | 9/16/2022 4:31:25 PM | SENT |

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Anne Armstrong on behalf of Andre Landry

Bar No. 11868750

aarmstrong@grayreed.com

Envelope ID: 68353805

Status as of 9/16/2022 4:43 PM CST

Associated Case Party: Antonios Pagourtzis

| Name | BarNumber | Email | TimestampSubmitted | Status |
|-------------|-----------|-------------------------|----------------------|--------|
| Ron Rodgers | | ron@rodgerslawgroup.com | 9/16/2022 4:31:25 PM | SENT |

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Anne Armstrong on behalf of Andre Landry

Bar No. 11868750

aarmstrong@grayreed.com

Envelope ID: 68353805

Status as of 9/16/2022 4:43 PM CST

Associated Case Party: Rhonda Hart

| Name | BarNumber | Email | TimestampSubmitted | Status |
|-----------------|-----------|-------------------|----------------------|--------|
| Jasminder Singh | | jsingh@actlaw.com | 9/16/2022 4:31:25 PM | SENT |

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Anne Armstrong on behalf of Andre Landry

Bar No. 11868750

aarmstrong@grayreed.com

Envelope ID: 68353805

Status as of 9/16/2022 4:43 PM CST

Associated Case Party: William "Billy" Beazley

| Name | BarNumber | Email | TimestampSubmitted | Status |
|-------------------|-----------|-------------------------|----------------------|--------|
| Darrell A. Apffel | | darrell@apffellegal.com | 9/16/2022 4:31:25 PM | SENT |
| Terri French | | terri@apffellegal.com | 9/16/2022 4:31:25 PM | SENT |
| D. Blake Apffel | | blake@apffellegal.com | 9/16/2022 4:31:25 PM | SENT |
| Jessica Clark | | jessica@apffellegal.com | 9/16/2022 4:31:25 PM | SENT |