

CAUSE NO. 2024-DCL-05445

CARDS AGAINST HUMANITY, LLC,

Plaintiff

VS.

SPACE EXPLORATION
TECHNOLOGIES CORP.

Defendant.

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IN THE DISTRICT COURT OF

CAMERON COUNTY, TEXAS

Cameron County - 404th District Court

_____ JUDICIAL DISTRICT

PLAINTIFF’S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF THIS COURT:

Plaintiff Cards Against Humanity, LLC (“CAH”) files this Original Petition (the “Petition”) against Defendant Space Exploration Technologies Corp. (“SpaceX”), and in support thereof would respectfully show the Court as follows:

I. DISCOVERY CONTROL PLAN

1. CAH intends to conduct discovery under Level 2 of Texas Rule of Civil Procedure 190.4 and affirmatively pleads that this suit is not governed by the expedited actions process in Texas Rule of Civil Procedure 169 because CAH seeks monetary relief greater than \$250,000, excluding interest, statutory or punitive damages and penalties, and attorney’s fees and costs.

2. Pursuant to Rule 194.1 of the Texas Rules of Civil Procedure, because this Petition is filed after January 1, 2022, each party is subject to the duty to disclose all information, and materials described in Rule 194.2 within thirty (30) days after the filing of the first answer or general appearance.

II. CLAIM FOR RELIEF

3. In accordance with Texas Rule of Civil Procedure 47(a), CAH states it seeks monetary relief from Defendant of an amount up to \$15,000,000, nonmonetary relief in the form of a permanent injunction, as well as the other relief requested in this Petition. CAH reserves the right to amend this Section II of the Petition based on information learned during discovery and/or as this case progresses.

III. PARTIES

4. Plaintiff Cards Against Humanity, LLC, is a Delaware limited liability company with its principal place of business in Chicago, Illinois. Further, CAH is the sole member of Hole Holding LLC, a Delaware limited liability company with its principal place of business in Chicago, Illinois, which is wholly owned by CAH.

5. Defendant Space Exploration Technologies Corp. is a Texas corporation¹ that may be served with process by serving its registered agent, Corporation Service Company d/b/a Lawyers Incorporating Service Company, 211 E.7th Street, Suite 620, Austin, Texas 78701-3218.

IV. JURISDICTION

6. The Court has subject-matter jurisdiction over this lawsuit because the amount in controversy exceeds the minimum jurisdictional requirements of this Court. As further set forth in this Petition, Defendant SpaceX is subject to personal jurisdiction in the State of Texas because SpaceX has been and is conducting business in the State of Texas and said business gave rise to the

¹Formerly a Delaware corporation, effective as of February 14, 2024, SpaceX has filed a Certificate of Conversion to convert that entity to a Texas Corporation. Its principal place of business remains at 1 Rocket Road, Hawthorne, California 90250.

claims set forth in this lawsuit.

V. VENUE

7. Venue is proper in Cameron County, Texas under Texas Civil Practice & Remedies Code section 15.002(a)(1), (2) and (4) because it is the county in which all or a substantial part of the events or omissions giving rise to the claims occurred.

8. Venue is also proper in Cameron County, Texas under the mandatory venue provision of the Texas Civil Practice and Remedies Code. TEX. CIV. PRAC. & REM. CODE § 15.0115. This lawsuit concerns real property located within Cameron County, Texas.

VI. FACTUAL BACKGROUND

A. The Unique Nature of CAH's Business and its Supporters

9. Plaintiff Cards Against Humanity, LLC, is the developer and owner of an adult party game called "Cards Against Humanity" created in 2008 and first funded by supporters on Kickstarter in 2010. The game is based upon a set of humorous and irreverent answers provided by its players in response to current topics suggested by a series of cards.

10. CAH is truly unique in many ways, but most notably because of the company's relationship with its supporters. This relationship has been present from the start: even the initial financing of the company came from crowdfunding campaigns. Almost immediately, the game and the company were overwhelmingly embraced by its new constituency. A month after the game's official release, it became the number one game on Amazon. Thus, the principal motivation of CAH's founders was and is to be faithful to the trust that its supporters place in them on an ongoing basis. The game is topical by its very nature. To keep the game current and relevant CAH continually revises its content, creating new cards and new topics to incorporate into

gameplay for its supporters. This effort results in CAH game content addressing the most controversial and important social issues of the day—as well as silly topics thrown in to maintain the humorous experience its players have come to expect. As a result, CAH supporters have developed unprecedented loyalty, as well as expectations that the company will live up to its persona as politically-active—especially regarding abusive tactics by government and wealthy businesses against regular people around the country and the world.

11. Part of CAH’s method to maintain this supporter relationship—and ongoing trust that they will continue to stand up against injustice—is the use of humorous “pranks” or “stunts” that draw attention to particular issues or people who ignore the rights and problems of regular people for their own personal enrichment or aggrandizement. Two recurring targets of these stunts have been billionaires Donald Trump and Elon Musk.

B. CAH’s Acquisition of the Property and the Associated Expectations of its Supporters.

12. As part of CAH’s 2017 holiday campaign, while Donald Trump was President, CAH created a supporter-funded campaign to take a stand against the building of a Border Wall. The campaign highlighted the legal rights of landowners along the border, even in the face of Trump Administration tactics to prevent full and fair compensation to those local landowners. This, in its own creative way, was CAH’s effort to draw attention to another example of injustice and hubris on the part of a high-profile billionaire who was more interested in his own aggrandizement than in the good of the people.

13. 150,000 people each paid \$15 toward this effort, which resulted, in part, in the purchase of a plot of vacant land in Cameron County² based upon CAH’s promise to “make it as time-consuming and expensive as possible for Trump to build his wall.” CAH also retained a law

²The Property was purchased by Hole Holding LLC, referenced above.

firm to assist in defending their cause.

14. That parcel of property (the “Property”)³ was not condemned for purposes of the Border Wall during Trump’s tenure, but it has become the object of another behemoth company (SpaceX) and its founder (Elon Musk) which, for the reasons set forth below, has forced the filing of this Petition.

C. SpaceX’s Egregious Disregard for CAH’s Rights, Exacerbated by its Founder’s Offensive Public Policy Positions, and the Impact of SpaceX’s Flagrantly Wrongful Acts.

15. When purchased in August 2017 by CAH, the Property was a pristine vacant property untouched by development nor impacted in any way to affect its original natural condition. Below are photographs of the Property shortly after CAH’s purchase of it.



³The Property is more particularly described in Exhibit “A” attached to this Petition.





16. Since purchasing the Property, CAH mowed it and maintained it in its natural state, marking the edge of the lot with a fence and a “No Trespassing” sign. But in the ensuing years, SpaceX acquired many of the vacant lots along the road⁴ on which the Property is situated, and, shortly thereafter, began constructing large modern-looking buildings, changing the entire dynamic of the area.

17. Beyond this, the actions taken by SpaceX on the Property are far more extreme. *Notwithstanding the fact that CAH owns the Property and SpaceX has no interest therein nor any right to its use, SpaceX has ignored CAH’s rights to the Property, essentially displacing CAH and depriving CAH of any use whatsoever of the Property. Below are photographs of the Property, taken recently, which accurately depict the Property as of that date. None of the*

⁴The Property is located just slightly more than 3 miles away from SpaceX’s launch facility (“Starbase”).

equipment, none of the materials, none of the workers depicted in these pictures are owned by or associated with CAH in any way. SpaceX has never asked for permission to use the Property, much less for the egregious appropriation of the Property for its own profit-making purposes.







18. SpaceX and/or its contractors entered the Property and, after erecting posts to mark the property line, proceeded to ignore any distinction based upon property ownership. The site was cleared of vegetation, and the soil was compacted with gravel or other substance to allow SpaceX and its contractors to run and park its vehicles all over the Property. Generators were brought in to run equipment and lights while work was being performed before and after daylight. An enormous mound of gravel was unloaded onto the Property;= the gravel is being stored and used for the construction of buildings by SpaceX's contractors along the road. Large pieces of construction equipment and numerous construction-related vehicles are utilized and stored on the Property continuously. And, of course, workers are present performing construction work and staging materials and vehicles for work to be performed on other tracts. ***In short, SpaceX has treated the Property as its own for at least six (6) months without regard for CAH's property rights nor the safety of anyone entering what has become a worksite that is presumably governed by OSHA safety requirements.***⁵

19. To reiterate, SpaceX never asked for permission to conduct these activities and has never reached out to CAH to explain or apologize for the damage caused to the Property and CAH's ownership interest therein.

20. All real property is unique as a matter of law, and that is especially true for pristine Cameron County land otherwise untouched by human development, such as the Property. Notably, CAH acquired the Property for the sole purpose of ensuring that it would stay that way. SpaceX's abuse of this Property has not only destroyed its natural condition, but has also caused

⁵There are no restrictions to anyone entering the Property on which this ongoing construction activity is occurring. There are no hardhat requirements, safety training or other OSHA-mandated precautions pertinent to residential construction being enforced as to anyone entering the site, where this extensive work is being performed by SpaceX or its contractor.

even greater harm to CAH by virtue of the damage it has caused to CAH's relationship with its paying supporters.

21. As articulated more fully above, the most basic tenet of CAH's business philosophy is to respect and honor its supporters. And, in particular, to live up to the expectations that those supporters have of CAH to address and highlight abusive behavior occasioned by government leaders and wealthy businesses. That applies manifold to the expectations of the supporters regarding the Property that was purchased with money contributed by those supporters for that singular purpose. The fact that this series of wrongs has been committed by SpaceX, with CEO Elon Musk at the helm, has already damaged the reputation of CAH with its supporters for allowing a billionaire such as Musk to essentially steal the Property from CAH without remorse or even explanation, as has become his public reputation throughout the world and, increasingly, in Cameron County specifically.

22. The 2017 holiday campaign that resulted in the purchase of the Property was based upon CAH undertaking efforts to fight against "injustice, lies, [and] racism". Thus, it is particularly offensive that these egregious acts against the Property have been committed by the company run by Elon Musk. As is widely known, Musk has been accused of tolerating racism and sexism at Tesla and of amplifying the antisemitic "Great Replacement Theory". He has endorsed Donald Trump's 2024 campaign, promising to donate \$45 million per month to a pro-Trump Super PAC,⁶ and has expressed public support for building Trump's wall.⁷ These are just a few examples

⁶ "Elon Musk Has Said He Is Committing Around \$45 Million a Month to a New Pro-Trump Super PAC", *The Wall Street Journal*, July 16, 2024.

<https://www.wsj.com/politics/elections/elon-musk-has-said-he-is-committing-around-45-million-a-month-to-a-new-pro-trump-super-pac-dda53823>

⁷ "Elon Musk suggests a Trump-style wall should be built at the US-Mexico border to control immigration", *Business Insider*, September 29, 2023.

<https://www.businessinsider.com/elon-musk-trump-wall-us-mexico-border-2023-9>.

among many other acts overtly offensive to those who contributed money to CAH's 2017 campaign.⁸ Allowing Musk's company to abuse the Property that CAH's supporters contributed money to purchase for the sole purpose of stopping such behavior is totally contrary to both the reason for the contribution and the tenets on which CAH is based. Whether one agrees with CAH's political positions or not, the support generated by its business model is real and valuable—and greatly damaged by these acts.

23. *Musk, by allowing his company to wrongfully operate on CAH's Property, casts the shadow of possible association between him and CAH. Nothing could be more offensive to CAH nor more harmful to its reputation with its supporters.*

VII. CAUSES OF ACTION

24. Based on the factual allegations in this Petition, CAH asserts the following causes of action against Defendants.

A. Trespass

25. CAH incorporates by reference the preceding paragraphs in the Petition.

26. As set forth more fully above, SpaceX (and/or another person or entity that SpaceX caused to do so) has entered the Property, has made physical changes to the Property, has occupied the Property, and has deprived CAH of the Property's full use. Despite the fact that the Property

⁸As is referenced above, one of the many recent reports of Musk's offensive behavior relates to actions purportedly committed against the people of Cameron County itself. *The New York Times* reported that many of Musk's charitable promises to Cameron County have either not been fulfilled or have been made to further his own company or its employees. "Elon Musk Has a Giant Charity. Its Money Stays Close to Home", *New York Times*, March 10, 2024. <https://www.nytimes.com/2024/03/10/us/elon-musk-charity.html>.

is owned by CAH, such entry and use of the Property by SpaceX was done without CAH's consent or authorization.

27. SpaceX has no ownership interest in the Property nor any other right to be in possession of the Property.

28. Such actions by SpaceX have been and continue to occur daily and are constant, continuing, and recurring. These actions occur both during regular business hours as well as earlier and later than same.

29. Such actions have caused damage to CAH for which CAH now sues in addition to seeking an order from the Court permanently enjoining such acts. Each such action on each day constitutes a separate tort of trespass, causing separate damages for which CAH now seeks redress.

30. If not ordered enjoined, the actions of SpaceX will continue and will further irreparably injure CAH until this Court orders that such egregious actions be stopped. CAH, therefore, is entitled to injunctive relief to prevent these continuing and future acts of trespass.

B. Nuisance

31. CAH incorporates by reference the preceding paragraphs in the Petition.

32. As set forth more fully above, SpaceX (and/or another person or entity that SpaceX caused to do so) has interfered with the use and enjoyment of the Property causing unreasonable discomfort or annoyance to persons of ordinary sensibilities, namely, CAH, by its acts.

33. CAH owns the Property. SpaceX has interfered with and invaded CAH's interest in the Property—and continues to do so—by conduct that is negligent, intentional, and abnormal

in its surroundings. The conduct of SpaceX has resulted in a condition that substantially interferes with CAH's use and enjoyment of the Property and such acts have caused injury to CAH.

34. Such actions by SpaceX have been and continue to occur daily and are constant, continuing, and recurring. These actions occur both during regular business hours as well as earlier and later than same.

35. Such actions have caused damage to CAH for which CAH now sues in addition to an order from the Court seeking the permanent enjoining of such acts.

36. If not ordered enjoined, the actions of SpaceX will continue and will further irreparably injure CAH until this Court orders that such egregious actions be stopped. CAH, therefore, is entitled to injunctive relief to prevent these continuing and future acts of nuisance.

C. Unjust Enrichment

37. CAH incorporates by reference the preceding paragraphs in the Petition.

38. SpaceX has been unjustly enriched and has obtained benefits from its use of CAH's Property to the material detriment of CAH as a result of its improper, wrongful, and egregious conduct, as alleged in this Petition.

39. There is no contract or agreement between CAH and SpaceX relating to the Property or its use by SpaceX. Any such agreement, if it had existed, would have provided for the payment of CAH in exchange for the benefit received by SpaceX.

40. SpaceX received that benefit and accepted, used, and enjoyed that benefit without any payment to CAH.

41. As a result, CAH seeks recovery of money damages for the benefits received by SpaceX at CAH's expense and without justification or agreement.

D. Tortious Interference with Existing and Prospective Contracts and Business Relationships

42. CAH incorporates by reference the preceding paragraphs in the Petition.

43. As set forth more fully above, CAH's relationship with its supporters is its most precious asset both in the form of its current relationship and the prospective relationship in the future. SpaceX's acts have caused damage to both relationships in a variety of ways, but, in particular, by creating the impression that there is some association between CAH and SpaceX. SpaceX's acts constitute a willful and intentional interference with these relationships.

44. SpaceX's acts are independently tortious in that, among other things, these acts constitute trespass, nuisance, and unjust enrichment. SpaceX committed such acts knowing that its interference with CAH's existing and prospective relationships was certain, or substantially certain, to occur as a result of that conduct given the widely known relationship between CAH and its supporters and the project that originally led to the purchase of the Property. CAH's 2017 holiday campaign was publicized by CAH and widely covered by news media across the country—including CNN;⁹ *The Washington Post*;¹⁰ Fox News;¹¹ the Associated Press;¹² hundreds of smaller news organizations; and thousands of influencers, bloggers, and commentators explaining the basis for SpaceX's knowledge of CAH's ownership of the Property and the purpose of its purchase.

45. SpaceX's interference was and is not privileged or justified. As a result of such interference with CAH's existing and prospective relationships, CAH has suffered actual and irreparable damages, including but not limited to loss of goodwill, damages to CAH's reputation,

⁹<https://www.cnn.com/2017/11/15/us/cards-against-humanity-land-grab-trnd/index.html>

¹⁰https://www.washingtonpost.com/news/business/wp/2017/11/15/cards-against-humanity-is-doing-_____to-stop-trumps-border-wall/

¹¹<https://www.foxnews.com/us/cards-against-humanity-says-its-fighting-border-wall>

¹²<https://apnews.com/general-news-03e9aa3e09724e278efa418780acdef3>

and other pecuniary loss. Based on SpaceX's unlawful interference, CAH is entitled to all actual damages proximately caused by SpaceX's acts of interference. Additionally, as addressed more fully below, CAH is entitled to exemplary damages because Defendant's acts of interference were willful and malicious.

46. SpaceX will continue with its interference with CAH's existing and prospective relationships, which will irreparably injure CAH, unless this Court enjoins these improper activities. CAH, therefore, also is entitled to injunctive relief to prevent this tortious interference in the future.

VIII. DAMAGES

47. CAH incorporates by reference the preceding paragraphs in the Petition.

48. As a result of SpaceX's actions, CAH has been damaged in an amount in excess of the Court's minimal jurisdictional limits and up to as much as Fifteen Million Dollars (\$15,000,000). Accordingly, CAH requests all actual damages from, or proximately caused by, SpaceX's actions as described in this Petition, including damages the CAH has suffered to its business interests represented by the Property, the cost to restore and repair the Property, the diminution in the Property's fair market value, the reasonable value of SpaceX's use of the Property, the loss of goodwill, damages to CAH's reputation, and other pecuniary loss and actual damages suffered by CAH.

IX. EXEMPLARY DAMAGES

49. CAH incorporates by reference the preceding paragraphs in the Petition.

As set forth more fully above, the actions of SpaceX (and/or another person or entity that SpaceX

caused to do so) have been and continue to be unequivocally and unquestionably fraudulent, intentional, malicious, and willful. Such actions, therefore, entitle CAH to an award of exemplary damages in an amount in excess of this Court's minimum jurisdictional limits. Thus, CAH seeks exemplary damages in excess of this Court's minimum jurisdictional limits.

X. ATTORNEY'S FEES

50. CAH incorporates by reference the preceding paragraphs in the Petition.

51. As a result of SpaceX's actions, CAH has engaged the undersigned attorneys and agreed to pay their reasonable attorney's fees, costs, and expenses incurred in prosecuting this suit to protect CAH's rights. CAH seeks recovery of these attorney's fees, costs, and expenses herein.

XI. CONDITIONS PRECEDENT

52. All conditions precedent have been performed or have occurred, entitling CAH to the relief requested in this Petition.

XII. JURY DEMAND

53. CAH demands a trial by jury.

XIII. PRAYER FOR RELIEF

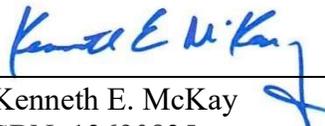
54. For the preceding reasons, CAH prays that Defendant Space Exploration Technologies Corp. be commanded to appear and answer, and that Plaintiff Cards Against Humanity, LLC, have and recover the following:

- (a) after a trial on the merits, issue an order to SpaceX to remove all equipment, materials, and personnel (including those of its contractors) from the Property immediately;

- (b) after a trial on the merits, issue a permanent injunction and prohibit SpaceX from any use or occupation of the Property in the future;
- (c) award CAH actual, consequential, and exemplary damages;
- (d) award CAH attorney's fees, court costs, and expenses incurred in this action;
- (e) grant prejudgment and post judgment interest in the maximum amount allowed by law; and
- (f) grant CAH all other relief, in law or in equity, as the Court deems proper and to which CAH may be justly entitled.

Respectfully submitted,

McKAY LAW OFFICES

By: 

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**ATTORNEYS FOR CARDS AGAINST
HUMANITY, LLC**

Exhibit “A”

Lot Eleven (11), Block Four (4), TARPON HAVEN SUBDIVISION, a subdivision in Cameron County, Texas, according to the map or plat thereof recorded in Cabinet 1, Slot 316-B and 317-A, Map Records of Cameron County

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.

Ken McKay on behalf of Kenneth McKay
Bar No. 13690835
ken@mckaylawoffices.com
Envelope ID: 92247218
Filing Code Description: Petition
Filing Description: Plaintiff's Original Petition
Status as of 9/20/2024 9:52 AM CST

Associated Case Party: Cards Against Humanity, LLC

| Name | BarNumber | Email | TimestampSubmitted | Status |
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| Ken McKay | | ken@mckaylawoffices.com | 9/19/2024 6:36:18 PM | SENT |