

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
MCALLEN DIVISION

MEDUSA INVESTMENTS, LLC, and	§	
RICARDO L. SALINAS,	§	
Plaintiffs,	§	
	§	
v.	§	Civil Action No. _____
	§	
CITY OF MISSION, TEXAS; and	§	
NORIE GONZALEZ, in her official capacity as	§	
Mayor of the City of Mission, Texas, and in her	§	
individual capacity to the extent applicable,	§	
Defendants.	§	

AMENDED ORIGINAL COMPLAINT FOR  
DECLARATORY AND INJUNCTIVE RELIEF, DAMAGES, AND ATTORNEYS’ FEES

Plaintiffs Medusa Investments, LLC (“Medusa”) and Ricardo L. Salinas (“Salinas”) file this Amended Original Complaint against Defendants City of Mission, Texas (the “City”) and Norie Gonzalez (“Mayor Gonzalez”), and would respectfully show the Court as follows:

I. INTRODUCTION

1. This is an action challenging the City of Mission’s unlawful, retaliatory, and targeted interference with the sale and development of the property located at 2300 N. Bryan Road, Mission, Texas 78574 (the “Property”).
2. Medusa owns the Property. On February 23, 2026, Medusa entered into a contract to sell the Property to Cross Development Acquisition, LLC (“Cross”), which intended to develop a car wash on the Property.
3. The Property is zoned C-3 and, at all relevant times, was eligible for car wash development under the City’s existing regulations, including the City’s then-existing one-mile car wash restriction ordinance no. 5761.
4. Under that one-mile restriction, the Proposed Blue Wave car wash project was allowed on the Property because the Property fell outside the restricted one-mile buffer.
5. When Mayor Gonzalez learned that the Property fell outside the one-mile restriction and therefore could lawfully host the car wash project, she spearheaded a blanket six-month moratorium on new car washes.
6. Plaintiffs allege the moratorium was adopted with knowledge that it did not comply with Texas Local Government Code Chapter 212, Subchapter E, as amended by House Bill 2559 effective September 1, 2025, and therefore was illegal and unenforceable.

7. After Medusa sent a letter to the Mission City Manager on April 1, 2026, explaining the moratorium's illegality and Cross's vested rights under Texas Local Government Code Chapter 245, Mayor Gonzalez then spearheaded an additional proposal to impose a two-mile car wash restriction.
8. Plaintiffs allege that the proposed two-mile restriction was not a genuine planning measure but a targeted and retaliatory attempt to block sale of Medusa's Property, prevent the car wash project, and strip Plaintiffs of vested rights already in place.
9. Plaintiffs further allege that these actions were taken in retaliation against Ricardo L. Salinas because he is a political opponent of Mayor Gonzalez and was running for Mayor of Mission.
10. Plaintiffs seek declarations that the moratorium and any targeted two-mile restriction are invalid, as-applied and facially unenforceable against the Property, and that the application must be reviewed under the law in effect when filed.

## **II. JURISDICTION AND VENUE**

11. This Court has federal-question jurisdiction under 28 U.S.C. §§ 1331 and 1343 because this action arises under the Constitution and laws of the United States, including 42 U.S.C. § 1983.
12. This Court has supplemental jurisdiction over related state-law claims under 28 U.S.C. § 1367.
13. Venue is proper in this District under 28 U.S.C. § 1391(b) because all or a substantial part of the events giving rise to these claims occurred in Hidalgo County, Texas.

## **III. PARTIES**

14. Plaintiff Medusa Investments, LLC is a Texas limited liability company and the owner of the Property.
15. Plaintiff Ricardo L. Salinas is a Texas resident and the owner and controller of Medusa.
16. Defendant City of Mission is a Texas home-rule municipality and can be served by serving its City Secretary, Anna Carrillo, personally, at 1201 E. 8<sup>th</sup> Street, Mission, Texas 78572, or wherever she may be found.
17. Defendant Norie Gonzalez is the Mayor of the City of Mission and is sued in her official capacity for declaratory and injunctive relief and, to the extent applicable, in her individual capacity for damages, and can be served by serving her personally at Mission City Hall located at 1201 E. 8<sup>th</sup> Street, Mission, Texas 78572, or wherever she may be found.

## **IV. FACTUAL BACKGROUND**

### **A. The Property, the Sale, and the Car Wash Project**

18. The Property is located at 2300 N. Bryan Road in Mission, Texas.
19. The Property is zoned C-3, which permits a wide range of commercial uses.
20. On February 23, 2026, Medusa entered into a contract to sell the Property to Cross.

21. At the time the contract was executed, Medusa did not know the identity of the buyer.
22. After the contract was executed, Cross posted signage on the Property announcing a Blue Wave car wash project for the Property.
23. On or about March 23, 2026, Cross submitted an application to develop the Property for a car wash use.
24. The application was complete or substantially complete under the City's rules then in effect.
25. The project was proposed in reliance on the City's then-existing regulatory framework, including the one-mile car wash restriction ordinance no. 5761.

#### **B. The One-Mile Restriction and the City's Knowledge**

26. Before the moratorium, the City maintained a one-mile restriction on new car washes.
27. That restriction had the effect of allowing a car wash to be built on the Property because the Property fell outside the restricted one-mile buffer. See Email from Mission City Manager at **Exhibit A**.
28. On information and belief, Mayor Gonzalez and other City officials became aware that the Property was outside the one-mile restriction and that the project therefore could proceed under the City's then-existing rules.
29. Upon learning that the Property was outside the one-mile buffer, Mayor Gonzalez allegedly sought to stop the project through a blanket moratorium rather than applying the City's existing regulations.

#### **C. The Blanket Six-Month Moratorium**

30. On March 24, 2026, the City adopted a blanket moratorium on new car wash development for 180 days.
31. Plaintiffs allege the moratorium was adopted in violation of Texas Local Government Code Chapter 212, Subchapter E, as amended by House Bill 2559 effective September 1, 2025.
32. Plaintiffs allege the City failed to provide the required advance notice, failed to hold two hearings separated by at least 30 days, failed to publish required notices in the local newspaper of record, failed to make adequate written findings, and failed to obtain the required supermajority vote.
33. Plaintiffs further allege that Mayor Gonzalez spearheaded the moratorium despite knowing that it was not lawfully enacted and therefore could not validly be applied to the Property or the pending application.

#### **D. Medusa's Notice to the City and the Proposed Two-Mile Restriction**

34. On April 1, 2026, Medusa, through counsel, sent a written notice to the Mission City Manager explaining that the moratorium was unlawfully adopted and that the project had vested under Texas Local Government Code Chapter 245. See Correspondence at **Exhibit B**.

35. The letter demanded that the City confirm in writing that the moratorium would not be applied to the Property or the pending application.
36. After receiving that letter, Mayor Gonzalez allegedly began spearheading a proposal to impose a two-mile car wash restriction, in order to effectively continue the illegal moratorium on carwashes in the City of Mission, since she realized that the moratorium she advocated for was clearly illegal.
37. Plaintiffs allege that the proposed two-mile restriction was not a neutral land-use policy but a targeted and retaliatory attempt to block sale of the Property and prevent a car wash from being built on the Property.
38. Plaintiffs further allege that the timing, scope, and purpose of the proposed two-mile restriction reveal that it was designed to reach this specific transaction and this specific Property.
39. Plaintiffs allege that the City was using successive restrictions and moratoria as a moving target to defeat vested rights that had already accrued. Additionally, the City of Mission, despite, no doubt, being counseled by the attorney to do so, refused to withdraw their illegal moratorium at their last meeting on April 14, 2026, and leave that in place why they attempted to do effectively the same thing by now pushing a two mile exclusion of car washes from another car wash being built which would effectively scuttle the sale of the Property.

#### **E. Retaliation Against Ricardo L. Salinas**

40. Ricardo L. Salinas is a political opponent of Mayor Gonzalez and is running for Mayor of Mission.
41. Plaintiffs allege that the City's actions were intended at least in part to retaliate against Salinas for his protected political activity and candidacy.
42. Plaintiffs allege that Mayor Gonzalez and City officials sought to burden Medusa's Property and the pending sale because of Salinas's candidacy and political opposition.
43. Plaintiffs further allege that the City's actions would deter a person of ordinary firmness from engaging in protected political activity.

#### **F. Chapter 245 Vested Rights**

44. Under Texas Local Government Code Chapter 245, the regulations in effect at the time the first permit application is filed govern the project.
45. Cross filed its application on March 23, 2026.
46. The City's later-adopted moratorium, and any subsequent two-mile restriction, cannot be applied retroactively to defeat the vested project unless a statutory exception applies.
47. Plaintiffs allege no such exception applies here.
48. Plaintiffs further allege that the City's refusal to process the application under the regulations in effect when filed unlawfully impairs vested rights, interferes with the sale contract, and reduces the Property's value.

## V. CAUSES OF ACTION

### COUNT ONE

#### **Texas Declaratory Judgment Act and Federal Declaratory Judgment Act – Invalid Moratorium Under Chapter 212**

(Against the City and Mayor Gonzalez in her official capacity)

49. Plaintiffs incorporate paragraphs 1 through 48 as if fully set forth herein.
50. Pursuant to the Texas Declaratory Judgment Act, Texas Civil Practice and Remedies Code Chapter 37, and the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201-2202, Plaintiffs seek a declaration that the March 24, 2026 moratorium is void, ultra vires, and unenforceable because it was not lawfully adopted under Texas Local Government Code Chapter 212, Subchapter E, including any applicable notice, hearing, and procedural requirements. Plaintiffs further seek a declaration that the March 24, 2026 moratorium cannot be applied to stop, delay, burden, or interfere with the pending project, the development application, or the sale of the Property, and cannot be enforced against Plaintiffs' rights, if any, that accrued before the moratorium's effective date.
51. Plaintiffs further seek all other declaratory and ancillary relief to which they are entitled under state and federal law.

### COUNT TWO

#### **Texas Declaratory Judgment Act and Federal Declaratory Judgment Act – Chapter 245 Vested Rights**

(Against the City and Mayor Gonzalez in her official capacity)

52. Plaintiffs incorporate paragraphs 1 through 51 as if fully set forth herein.
53. Pursuant to the Texas Declaratory Judgment Act, Texas Civil Practice and Remedies Code Chapter 37, and the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201-2202, Plaintiffs seek a declaration that the project vested when the application was filed on March 23, 2026. Plaintiffs further seek a declaration that the City must process, review, and evaluate the application under the law, regulations, ordinances, and policies in effect on March 23, 2026, and under the vested-rights protections provided by Texas Local Government Code Chapter 245.
54. Plaintiffs further seek a declaration that any moratorium, zoning restriction, or two-mile carwash restriction adopted after March 23, 2026, cannot be applied retroactively to the Project and cannot impair Plaintiffs' vested rights.
55. Plaintiffs further seek a declaration that the later moratorium, and any later two-mile restriction, cannot be applied retroactively to the project, and seek all other declaratory and ancillary relief to which they are entitled under state and federal law.

**COUNT THREE**

**42 U.S.C. § 1983 – First Amendment Retaliation**

(Against Mayor Gonzalez individually and in her official capacity, and against the City)

56. Plaintiffs incorporate paragraphs 1 through 55 as if fully set forth herein.
57. Salinas engaged in protected First Amendment activity, including political candidacy and political speech.
58. Mayor Gonzalez and the City took adverse action by spearheading and adopting the moratorium and by pursuing a targeted two-mile restriction to harm Ricardo L. Flores and Medusa.
59. The adverse actions were motivated at least in part by Salinas's protected political activity and candidacy.
60. The actions were intended to burden Medusa's transaction and the Property in order to retaliate against Salinas.
61. The challenged conduct would deter a person of ordinary firmness from engaging in political candidacy or opposition activity.
62. The City is liable because the moratorium and related land-use actions were official policy and/or the act of a final policymaker.

**COUNT FOUR**

**42 U.S.C. § 1983 – Substantive and Procedural Due Process**

(Against the City and Mayor Gonzalez)

63. Plaintiffs incorporate paragraphs 1 through 62 as if fully set forth herein.
64. Plaintiffs possess protected property interests in the lawful development of the Property, the vested permit process, the sale contract, and the rights protected by Chapter 245.
65. The City deprived Plaintiffs of those interests by adopting and enforcing an illegal moratorium and by pursuing a targeted two-mile restriction after learning the Property fell outside the one-mile buffer.
66. The City's conduct was arbitrary, capricious, retaliatory, and not rationally related to any legitimate land-use purpose.
67. The City also deprived Plaintiffs of constitutionally protected property interests without adequate process.

**COUNT FIVE**

**42 U.S.C. § 1983 – Unconstitutional Taking**

(Against the City and Mayor Gonzalez in her official capacity)

68. Plaintiffs incorporate paragraphs 1 through 67 as if fully set forth herein.
69. By effectively blocking the sale and development of the Property through unlawful, targeted, and retroactively applied restrictions, Defendants have taken and damaged Plaintiffs' property interests.
70. Plaintiffs seek all relief available under the Fifth and Fourteenth Amendments.

**COUNT SIX**

**Texas Declaratory Judgment Act and Federal Declaratory Judgment Act - Texas Law Claims for Declaratory and Injunctive Relief**

(Against the City and Mayor Gonzalez in her official capacity)

71. Plaintiffs incorporate paragraphs 1 through 70 as if fully set forth herein.
72. Pursuant to the Texas Declaratory Judgment Act, Texas Civil Practice and Remedies Code Chapter 37, and the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201-2202, Plaintiffs seek declarations that the March 24, 2026 moratorium and any targeted two-mile restriction are void, ultra vires, invalid, and unenforceable as applied to the Property and the pending application because they were not lawfully adopted and/or exceed the City's authority under Texas law. Plaintiffs further seek injunctive relief prohibiting Defendants, their officers, agents, employees, and all persons acting in concert with them from enforcing, applying, or attempting to enforce the moratorium or any targeted two-mile restriction against the Property, the pending application, or the proposed sale, and from taking any further action inconsistent with the declarations requested herein.
73. Plaintiffs seek all other relief, at law or in equity, to which they are entitled.

**VI. PRAYER**

WHEREFORE, Plaintiffs request that the Court:

- A. Declare the March 24, 2026 moratorium invalid and unenforceable;
- B. Declare that the project on the Property vested upon filing of the March 23, 2026 application;
- C. Declare that the City may not apply the moratorium or any later two-mile restriction retroactively to the Property or the pending application;
- D. Enjoin Defendants from enforcing the moratorium or any targeted car wash restriction, including the proposed two-mile restriction, against the Property;
- E. Award damages recoverable under federal and state law;

F. Award attorneys' fees and costs under 42 U.S.C. § 1988, the Texas Declaratory Judgment Act, the Federal Declaratory Judgment Act, and any other applicable authority;

G. Award pre- and post-judgment interest; and

H. Grant all other relief to which Plaintiffs are entitled.

Respectfully submitted,

BARRERA, SANCHEZ & ASSOCIATES, P.C.

By: /s/ Marcus C. Barrera

Marcus C. Barrera

State Bar No. 00790271

10113 N 10<sup>th</sup> Street, Ste. A

McAllen, Texas 78504

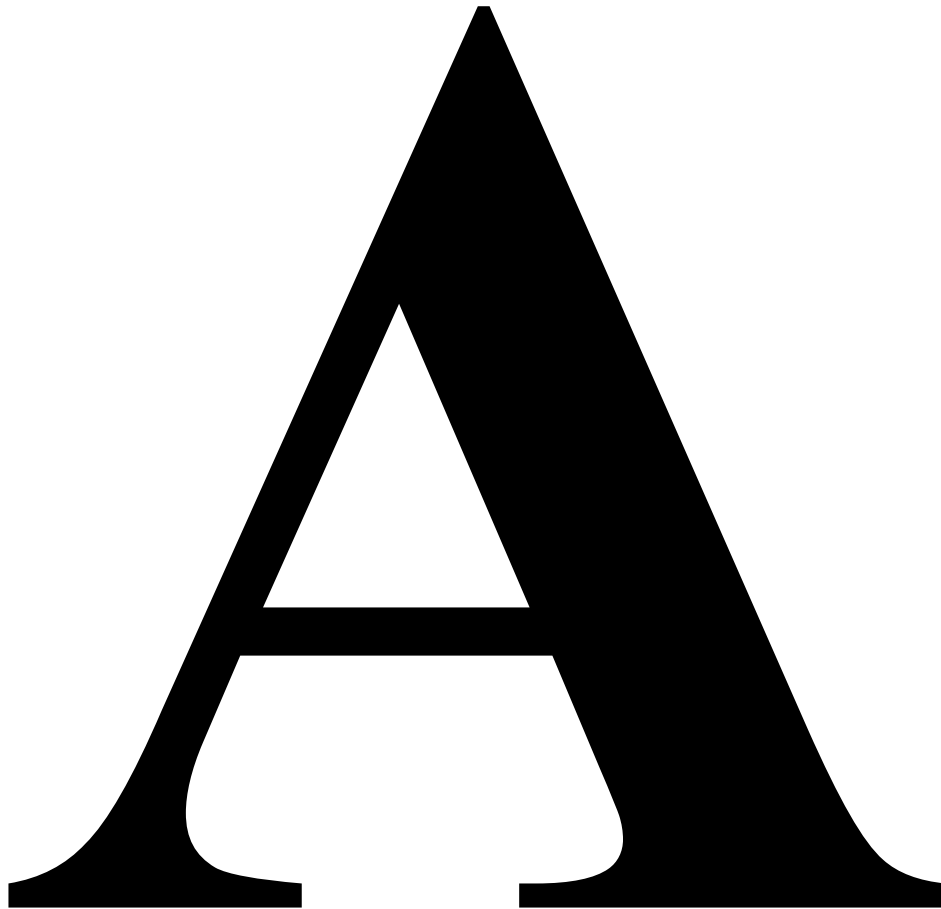
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ATTORNEYS FOR PLAINTIFFS MEDUSA INVESTMENTS, LLC AND  
RICARDO L. SALINAS



— Forwarded Message —

**From:** "Christian Gutierrez" <chris@screg.net>  
**To:** "salinas flores" <rsalinaslaw@yahoo.com>, "jaime" <jaime@jlgrealtor.com>  
**Cc:** "Pete Torres" <PTorres@screg.net>, "CCLG" <ccLG@screg.net>  
**Sent:** Wed, Apr 15, 2026 at 11:16 AM  
**Subject:** Fw: NEC Bryan and Griffin Parkway - Carwash Use confirmation

See below.

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**From:** Xavier Cervantes <xcervantes@missiontexas.us>  
**Sent:** Friday, January 30, 2026 1:39 PM  
**To:** Christian Gutierrez <chris@screg.net>  
**Cc:** Pete Torres <PTorres@screg.net>  
**Subject:** Re: NEC Bryan and Griffin Parkway - Carwash Use confirmation

Hi Chris,

Yes the property is zoned C-3 and is eligible for a car wash development.

Regards,

**Xavier Cervantes, AICP, CPM**  
**Director of Planning**  
**(956) 580-8671**



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**From:** Christian Gutierrez <chris@screg.net>  
**Sent:** Friday, January 30, 2026 10:23 AM  
**To:** Xavier Cervantes <xcervantes@missiontexas.us>  
**Cc:** Pete Torres <PTorres@screg.net>  
**Subject:** NEC Bryan and Griffin Parkway - Carwash Use confirmation

You don't often get email from chris@screg.net. Learn why this is important

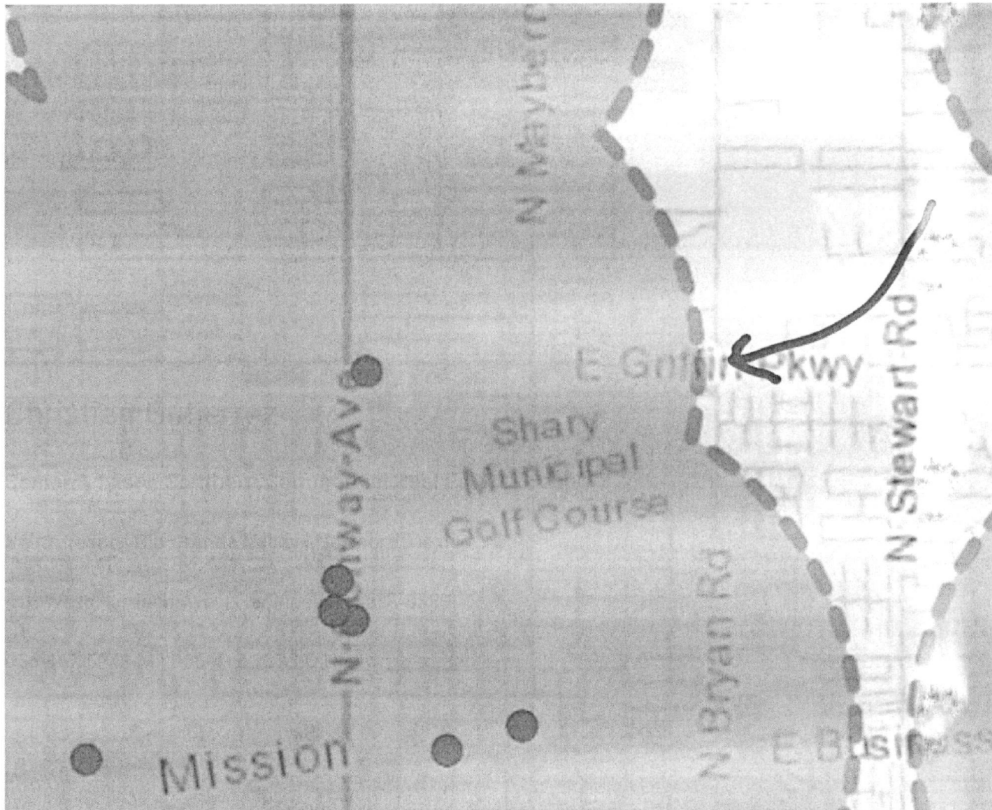
Good morning Mr. Cervantes,

Thank you for taking the time to speak with me yesterday.

To recap our discussion, could you please formally confirm that the property at the **Northeast Corner (NEC) of Bryan Rd and Griffin Parkway** is outside of any restricted buffer zones and carries the **C-3 zoning** designation?

We are looking to verify that a car wash is a permitted use at this location before proceeding further.

Thanks,



Christian Gutierrez

Senior Advisor, Southern Commercial Real Estate Group

South Texas | Rio Grande Valley | Northern Mexico

414 West Harrison Ave. | Harlingen, Texas 78550

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**B**

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TEL: (956) 287-7555  
FAX: (956) 287-7711

April 1, 2026

**VIA EMAIL: [jpterrazas@missiontexas.us](mailto:jpterrazas@missiontexas.us)**

Juan Pablo Terrazas  
Mission City Manager  
1201 E. 8<sup>th</sup> Street  
Mission, Texas 78572

Re: 2300 N. Bryan Road – Improper Moratorium and Vested Rights

Dear Mr. Terrazas,

I represent Medusa Investments, LLC (“Medusa”), the owner of the property located at 2300 N. Bryan Road, Mission, Texas (the “Property”).

On February 23, 2026, Medusa entered into a contract to sell the Property to Cross Development Acquisition, LLC (“Cross”). The Property is zoned C-3, which permits a wide range of commercial uses, including car wash development. At the time of execution of the Contract the buyer, Cross, was unknown to Seller, Medusa. Subsequent to entering into the Contract, Cross put up a sign announcing a future Blue Wave Carwash on the Property.

On or about March 23, 2026, Cross submitted an application to develop a car wash on the Property. The application complied with all applicable City of Mission regulations in effect at the time of filing. Because the Property is already zoned C-3 and the proposed use is permitted, the application should have proceeded through the ordinary course of review.

The following day, the City illegally adopted a moratorium prohibiting car wash development for a period of 180 days. The timing and effect of the moratorium raise serious legal concerns.

First, the moratorium appears to have been adopted in violation of Texas Local Government Code Chapter 212, Subchapter E, as amended by HB 2559 (effective September 1, 2025). Among other requirements, the statute mandates:

- Advance public notice of at least 30 days;
- Two public hearings separated by at least 30 days;
- Specific mandatory written findings supported by evidence demonstrating the necessity of the moratorium; and
- Adoption by a supermajority vote (3/4).

Any failure to comply with these statutory requirements renders a moratorium invalid.

Second, and more fundamentally, the moratorium cannot be applied to this project. Under Chapter 245 of the Texas Local Government Code, a project is governed by the regulations in effect at the time the first permit application is filed. Cross's project vested upon submission of its application on March 23, 2026. Accordingly, the City is required to evaluate the application under the regulations in effect at that time and may not apply subsequently adopted regulations—including the moratorium—retroactively to the project.

The City's refusal to process or approve the application under the applicable regulations would constitute an unlawful retroactive application of new regulatory restrictions in violation of Chapter 245.

The City's actions also raise serious constitutional concerns, including potential violations of due process and takings protections under 42 U.S.C. § 1983. Medusa prefers to resolve this matter without litigation but is prepared to pursue all available remedies if necessary.

Accordingly, Medusa requests that the City promptly confirm within three days of your receipt of this letter, in writing, that:

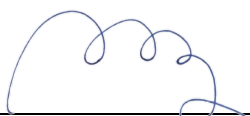
- The moratorium will not be applied to the Property or Cross's application; and
- The application will be processed under the regulations in effect at the time of filing.

If the City does not provide this confirmation, Medusa will pursue appropriate legal action, including claims for declaratory and injunctive relief, as well as any other remedies available under Texas and federal law. If suit has to be filed, we will be requesting attorneys fees and costs and other damages for among other things the taking and devaluing of Medusa's Property.

Please feel free to contact me if you would like to discuss this matter.

Respectfully,

BARRERA, SANCHEZ & ASSOCIATES, P.C.

By:   
\_\_\_\_\_  
Marcus C. Barrera, J.D., M.B.A.

cc:

Robert Galligan, City Attorney, by email: [bgalligan@jgkl.com](mailto:bgalligan@jgkl.com)

Ricardo L. Salinas, Client, by email: [rsalinaslaw@yahoo.com](mailto:rsalinaslaw@yahoo.com)