

Cause No. 40068

AMBER RAMSEY, Individually,	§	IN THE DISTRICT COURT
and as Independent Executrix of	§	
the Estate of TONI COMBEST,	§	
Deceased, and CLINT COMBEST,	§	
MELANIE COMBEST, and	§	
STACEY STANSBURY,	§	
<i>Plaintiffs</i>	§	
	§	
v.	§	
	§	
LANDSTAR RANGER, INC., 2 A	§	76th/276th JUDICIAL DISTRICT
LOGISTICS, LLC, SERGEY	§	
STRELCHIK d/b/a S AND M	§	
PILOT SERVICE, DOUGLAS	§	
WADE ALLRED, CARLA ANNE	§	
ALLRED d/b/a 2 A PILOT CARS,	§	
and NANCY THOMAS,	§	TITUS COUNTY, TEXAS
<i>Defendants</i>	§	

PLAINTIFFS' SECOND AMENDED PETITION

TO THE HONORABLE COURT:

COME NOW Amber Ramsey, Individually and as Independent Executrix of the Estate of Toni Combest, Deceased, Clint Combest, Melanie Combest, and Stacey Stansbury ("Plaintiffs") to complain of Defendants Landstar Ranger, Inc., 2 A Logistics, LLC, Sergey Strelchik d/b/a S and M Pilot Service, Douglas Wade Allred, Carla Anne Allred, and Nancy Thomas ("Defendants") and respectfully shows the Court and Jury as follows:

I.
SELECTION OF A DISCOVERY PLAN

1. Plaintiffs plead that discovery should be conducted in accordance with a Level 2 discovery control plan under Texas Rule of Civil Procedure 190.3.

II.
PARTIES

2. Plaintiff Amber Ramsey is an individual with her residence at 122 CR 1219, Pittsburg, Camp County, Texas 75686.

3. Plaintiff Clint Combest is an individual residing in Hughes Springs, Cass County, Texas.

4. Plaintiff Melanie Combest is an individual with her residence at 681 Acorn Trail, Hallsville, Harrison County, Texas 75650.

5. Plaintiff Stacey Stansbury is an individual with her residence at 771 Laguna, Irving, Dallas County, Texas 75039.

6. Pursuant to TEX. CIV. PRAC. & REM. CODE § 30.014, the last three digits of the Plaintiffs' driver's licenses are:

<u>Name</u>	<u>Last Three Digits of Driver's License</u>
Amber Ramsey	644
Clint Combest	443
Melanie Combest	183
Stacey Stansbury	998

7. The last three digits of the Plaintiffs' social security numbers are:

<u>Name</u>	<u>Last Three Digits of Social Security Numbers</u>
Amber Ramsey	969
Clint Combest	181
Melanie Combest	321
Stacey Stansbury	931

8. Plaintiffs are all statutory beneficiaries entitled to bring this action under TEX. CIV. PRAC. & REM. CODE § 71.004. Their names and relationships to Toni Combest, Decedent, are:

<u>Name</u>	<u>Relationship to Decedent</u>
Amber Ramsey	Surviving adult child
Clint Combest	Surviving adult child
Melanie Combest	Surviving adult child
Stacey Stansbury	Surviving adult child

9. Defendant Landstar Ranger, Inc. is a corporation incorporated under the laws of Delaware. Defendant Landstar has its principal place of business located at 13410 Sutton Park Dr. S, Jacksonville, Florida 32224. Defendant Landstar's registered agent for service of process within the State of Texas is CT Corporation System, located at 1999 Bryan St., Ste. 900, Dallas, Texas 75201-3136.

10. Defendant 2 A Logistics, LLC is a Texas limited liability company. Defendant 2 A has its principal place of business at 336 Jay Bird LN, Springtown, TX

76082. Defendant 2 A's registered agent for service of process within the State of Texas is Douglas Wade Allred, who may be served at 336 Jay Bird Ln, Springtown, Texas 76082-6953.

11. Defendant Douglas Wade Allred is an individual with his residence at 336 Jay Bird Ln, Springtown, Texas 76082-6953. Service may be made upon Defendant Douglas Allred at this residence.

12. Defendant Carla Anne Allred, individually and d/b/a 2 A Pilot Cars is an individual and with her residence at 336 Jay Bird Ln, Springtown, Texas 76082-6953. Service may be made upon Defendant Carla Allred at this residence.

13. Defendant Sergey Strelchik d/b/a S and M Pilot Service is an individual who is not a resident in this state, with his residence at 6834 Sage Wren Ct., Corona, California 92880. Defendant Strelchik engaged in business in Texas by committing a tort in whole or in part in this state. Further, Defendant Strelchik does not maintain a regular place of business in this state, nor has he designated an agent for service of process. Therefore, because this proceeding arises out of Defendant Strelchik's business done in this state, service may be made upon the Secretary of State.

14. Defendant Nancy Thomas is an individual with her residence at 1706 Saddle Rock Dr, Houston, Texas 77088-3443. Service may be made upon Defendant Thomas at this residence.

III.
JURISDICTION AND VENUE

15. Venue is proper in Titus County pursuant to TEX. PRAC. & REM. CODE § 15.002 because all or a substantial part of the events or omissions giving rise to the claim occurred in this county.

16. Jurisdiction is proper pursuant to Texas Rule of Civil Procedure 47 because the damages sought are within the jurisdictional limits of this Court.

IV.
FACTS & BACKGROUND

17. Throughout this petition, “Defendants” shall refer to Defendant Landstar Ranger, Inc., 2 A Logistics, LLC, Douglas Wade Allred, Carla Anne Allred d/b/a 2 A Pilot Cars, Sergey Strelchik d/b/a S and M Pilot Service, and Nancy Thomas jointly; “Defendant Landstar” shall refer to Defendant Landstar Ranger, Inc.; “Defendant 2 A” shall refer to Defendant 2 A Logistics, LLC; “Defendant Strelchik” shall refer to Defendant Sergey Strelchik d/b/a S And M Pilot Service; “Defendant Douglas Allred” shall refer to Defendant Douglas Wade Allred; “Defendant Carla Allred” shall refer to Defendant Carla Anne Allred individually and d/b/a 2 A Pilot Cars, and “Defendant Thomas” shall refer to Defendant Nancy Thomas.

18. This case concerns the joint enterprise undertaken by Defendants of transporting oversized cargo. While in the course of this joint enterprise, Defendants acted with gross negligence, proximately causing the untimely death of Toni Combest.

19. Defendant Landstar is a corporation, which has described itself as “delivering safe, specialized transportation services to a broad range of customers.”¹ In pursuit of its transportation business, Defendant Landstar hired Defendant Douglas Allred and Defendant Thomas as employee drivers.

20. At all times relevant to this suit, the operation of the commercial motor vehicle driven by Defendant Douglas Allred and Defendant Thomas was controlled, operated or directed by Defendant Landstar.

21. Acting within the course and scope of his employment, Defendant Douglas Allred entered into an agreement with Defendant 2 A, Defendant Carla Allred, Defendant Strelchik, and Defendant Thomas.

22. The common purpose to be carried out by this agreement was the interstate transportation of oversized cargo, which weighed in excess of 197,000 pounds. The multi-state route to be travelled by the joint enterprise included a portion spanning from El Paso, Texas to Texarkana, Texas. Each Defendant anticipated receiving a profit upon successfully delivering the cargo to its destination, thereby creating a community of pecuniary interest within this common purpose.

23. In order to achieve their shared goal, Defendant Douglas Allred agreed to haul the cargo by operating a 2010 Kenworth truck (“Kenworth truck”). Defendant Thomas agreed to accompany Defendant Douglas Allred within the Kenworth truck

¹ *Corporate Information*, <http://www.landstar.com/corporate-information> (last visited Nov. 28, 2017)

and to assist in the operation of the vehicle. Defendants Carla Allred and Defendant Strelchik agreed to serve as pilot escort vehicles.

24. Sometime in late February 2016, in effectuation of their agreement, the journey across Texas from El Paso to Texarkana began. By February 21, Defendant Douglas Allred, Defendant Thomas, Defendant Carla Allred, and Defendant Strelchik were traveling toward Titus County, Texas.

25. On February 21, the group departed from Whitesboro, Texas. Defendant Carla Allred led in her escort vehicle, with Defendant Douglas Allred and Defendant Thomas following directly behind in the Kenworth truck, and Defendant Strelchik occupying the last position in the convoy.

26. The vehicles used by Defendant Carla Allred and Defendant Strelchik to escort the Kenworth truck had prominent displays informing the public of the name of the entity the escort car was operating under. Defendant Carla Allred had painted on the side of her vehicle, "2 A Pilot Cars," accompanied by that entity's location and contact phone number. Defendant Strelchik operated an escort car with a display on its window that read "PILOT CAR SERVICE" with the sole proprietorship's location listed below.

27. During the morning hours of February 21, the Defendants' group of automobiles was progressing in a southward direction along U.S. Highway 271. A narrow bridge, known as the White Oak Creek Relief Bridge, with a width of approximately 26 feet from edge to edge, lay ahead of the group. The bridge is located approximately 1.6 miles north of FM 1896.

28. The width of the cargo being hauled by Defendant Douglas Allred was 16 feet 6 inches, creating a margin of error of less than 10 feet to cross the bridge.

29. Approaching this same bridge from the opposite direction on the morning of February 21 was Mrs. Toni Combest. Mrs. Combest was traveling northbound along U.S. Highway 271 in a white 2001 Buick LeSabre and was on her way to attend a service at her childhood church, Johntown Missionary Baptist Church.

30. As Defendants' convoy approached the entrance of the White Oak Creek Relief Bridge, Mrs. Combest's Buick LeSabre was approaching in the oncoming lane of traffic in clear view of all three vehicles.

31. Despite the fact that Mrs. Combest was in clear view and the convoy was rapidly approaching a narrow bridge, each Defendant maintained a speed of approximately 70 miles per hour.

32. In the time leading up to the bridge crossing, the Defendants exchanged essentially no communication. Each of the Defendants had a CB radio in their vehicles, allowing them to talk freely with one another. However, at no time before the bridge crossing did the Defendants discuss the fact that Mrs. Combest was approaching the bridge, the manner in which the bridge crossing should be undertaken or the need to accommodate for the passage of oncoming traffic.

33. In addition, as he approached the bridge, Defendant Douglas Allred left his authorized lane of traffic, the southbound lane, and moved the Kenworth truck, and the 197,000 pounds of oversized cargo it was hauling, into the northbound lane

of traffic in which Mrs. Combest was traveling. Defendant Douglas Allred traveled the length of the bridge at speeds upwards of 70 miles per hour while occupying almost the entirety of the northbound lane of traffic.

34. Mrs. Combest entered the White Oak Creek Relief Bridge from the opposite direction in her designated northbound lane. Moments later, Defendant Douglas Allred collided with Mrs. Combest at approximately 65 miles per hour. The protruding oversized cargo struck the front driver-side area of Mrs. Combest's vehicle, ripping off the top portion of her Buick LeSabre.

35. Mrs. Combest sustained catastrophic injuries as a result of the collision, which tragically led to her death on February 21, 2016.

V. CAUSES OF ACTION

36. Based on the above-described events and conduct, Plaintiffs suffered severe damages and assert causes of action against Defendants.

A. Douglas Wade Allred

i. Negligence

37. The preceding paragraphs are incorporated herein by reference.

38. While operating a motor vehicle on roadways, Defendant Douglas Allred owed a duty to exercise ordinary care in the operation of his commercial motor vehicle so as not to endanger the safety of others who may be using the roadway.

39. Defendant Douglas Allred owed such a duty to Mrs. Combest.

40. Defendant Douglas Allred, through his acts or omissions, breached this duty of care owed to Mrs. Combest. These acts and omissions include, but are not limited to:

- a. Failing to maintain a lookout as a person of ordinary prudence under the same or similar circumstances would have maintained;
- b. Operating his vehicle in the northbound lane of traffic while traveling in a southbound direction when the northbound lane was not free of oncoming traffic;
- c. Failing to effectively return to his authorized lane of traffic in order to avoid the collision with Mrs. Combest;
- d. Driving at a speed greater than was reasonable and prudent under the circumstances;
- e. Failing to sufficiently communicate with the other members of the convoy;
- f. Failing to formulate a plan of action to negotiate expected hazards including skinny bridges;
- g. Failing to alert the pilot car drivers that they were going to encounter numerous skinny bridges on U.S. Highway 271;
- h. Failing to conduct a route survey when he knew that the convoy would encounter numerous skinny bridges on U.S. Highway 271;
- i. Failing to convene a pre-trip meeting with the pilot car drivers to create a plan of action to travel across skinny bridges located on U.S. Highway 271;
- j. Failing to plan in advance or implement a procedure for the convoy to safely cross the White Oak Creek Relief Bridge;
- k. Failing to call the local Texas Department of Public Safety or the Titus County Sherriff's office for assistance in crossing the White Oak Creek Relief Bridge;
- l. Failing to require the lead pilot car driver to operate the pilot car at least one-half mile ahead of the load vehicle;

- m. Failing to require the lead pilot car to operate the pilot car at a sufficient distance ahead of the lead vehicle to be able to alert Defendant Douglas Allred of oncoming traffic in ample time to allow for Defendant Douglas Allred to yield the right of way to Mrs. Combest;
- n. Failing to require the lead pilot car to announce approaching traffic;
- o. Allowing the lead pilot car to repeatedly cross the center line into the opposing lane in violation of the right of way of approaching traffic;
- p. Allowing the lead pilot car to run approaching traffic off the road;
- q. Allowing the lead pilot car to use the pilot car as a traffic control device;
- r. Allowing the lead pilot car to flag traffic from a moving pilot car;
- s. Allowing the lead pilot car to wave a red flag out of the driver's side window;
- t. Driving in the opposing lane of traffic and failing to yield to opposing traffic in the opposing lane;
- u. Failing to stop the convoy when he knew or should have known that Carla Allred was driving in an unsafe manner;
- v. Failing to exercise control of the lead pilot car, Carla Allred; and
- w. Other acts of negligence and gross negligence.

41. The foregoing acts and omissions, independently or in combination with one another, constitute negligence and gross negligence that proximately caused the injuries and death of Mrs. Combest, along with Plaintiffs' damages.

42. At all times relevant to this suit, Defendant Carla Allred, Defendant Douglas Allred, Defendant Thomas, Defendant Strelchik, Defendant 2 A, and

Defendant Landstar were engaged in a joint enterprise, in that these Defendants agreed to transport oversized cargo across state lines. Defendant Douglas Allred, being assisted by Defendant Thomas, operated the vehicle which towed the oversized cargo and the other members assisted Defendant Douglas Allred and Defendant Thomas in the manner by serving as pilot escort vehicles.

43. Because Defendant Douglas Allred was a participant in a joint enterprise, the negligence of the other members of the joint enterprise is imputed to Defendant Douglas Allred.

ii. **Negligence *Per Se***

44. The preceding paragraphs are incorporated herein by reference.

45. Texas Transportation Code § 545.051 provides that: “[a]n operator on a roadway of sufficient width shall drive on the right half of the roadway, unless: (1) the operator is passing another vehicle; (2) an obstruction necessitates moving the vehicle left of the center of the roadway and the operator yields the right-of-way to a vehicle that: (A) is moving in the proper direction on the unobstructed portion of the roadway; and (B) is an immediate hazard; (3) the operator is on a roadway divided into three marked lanes of traffic; or (4) the operator is on a roadway restricted to one-way traffic. TEX. TRANSP. CODE § 545.051(a).

46. Texas Transportation Code § 545.052 provides, in pertinent part, that “[a]n operator moving in the opposite direction of the movement of another operator shall: (1) move to or remain to the right.

47. Texas Transportation Code § 545.055 provides, in pertinent part: (b) An operator may not drive on the left side of the roadway in a no-passing zone or on the left side of any pavement striping designed to mark a no-passing zone. This subsection does not prohibit a driver from crossing pavement striping, or the center line in a no-passing zone marked by signs only, to make a left turn into or out of an alley or private road or driveway.

48. Texas Transportation Code § 545.401 provides, in pertinent part: (a) A person commits an offense if the person drives a vehicle in willful or wanton disregard for the safety of persons or property.

49. The State of Texas promulgated Texas Transportation Codes § 545.051, § 545.052, § 545.055 and § 545.401 and provided criminal penalties for its violation.

50. Sections 545.051, 545.052, 545.055 and 545.401 of the Texas Transportation Code is intended to protect a class of individuals consisting of users of public roadways from incurring injuries caused by vehicular collisions. As Mrs. Combest was a motorist on a public roadway, she is a member of such a class.

51. Defendant Douglas Allred violated Texas Transportation Code § 545.051, § 545.052, § 545.055 and § 545.401.

52. Defendant Douglas Allred was not passing another vehicle when he drove outside the right half of the roadway into Mrs. Combest's lane of traffic.

53. Mrs. Combest was driving in the proper direction in the northbound lane when Defendant Douglas Allred drove outside the right half of the roadway into Mrs. Combest's lane of traffic.

54. Defendant Douglas Allred did not yield the right of way to Mrs. Combest.

55. Defendant Douglas Allred did not move to or remain to the right while moving in the opposite direction of Mrs. Combest.

56. Defendant Douglas Allred was not driving on a roadway divided into three marked lanes when he drove outside the right half of the roadway.

57. Defendant Douglas Allred drove on the left side of the roadway in a no-passing zone.

58. Defendant Douglas Allred drove a vehicle in willful or wanton disregard for the safety Mrs. Combest.

59. Defendant Douglas Allred's violation of Texas Transportation Code § 545.051, § 545.052, § 545.055 and § 545.401 is negligence *per se*.

60. Defendant Douglas Allred's violation of Texas Transportation Code § 545.051, § 545.052, § 545.055, and § 545.401 proximately caused damages to Mrs. Combest and Plaintiffs, which Plaintiffs now seek to recover.

iii. Negligent Selection, Hiring, Training, Controlling, Supervision and Retention

61. The preceding paragraphs are incorporated herein by reference.

62. Defendant Douglas Allred selected and hired Defendant Carla Allred to serve as the lead pilot car driver for the convoy transporting the load involved in the subject incident.

63. Before selecting and hiring Defendant Carla Allred for this load, Defendant Douglas Allred knew that Carla Allred was unfit to serve as the lead pilot

car driver. Prior to the subject incident, Defendant Douglas Allred knew that Defendant Carla Allred routinely crossed the center-line of a two-lane road or highway and moved into an opposing lane of traffic when attempting to notify motorists of an oversized load. Despite having direct knowledge of this dangerous and negligent practice, Douglas Allred selected and hired Carla Allred as the lead pilot car driver for the load involved in the subject incident.

64. At all relevant times to this suit, as Defendant Carla Allred's employer, Defendant Douglas Allred maintained the right to control, exercised actual control and supervision of the activities and omissions of the lead pilot car driver Defendant Carla Allred.

65. As the driver of the Kenworth truck, Defendant Douglas Allred was in charge of the entire convoy, including both the front and rear pilot car escorts. Defendant Douglas Allred instructed Defendant Carla Allred on the appropriate speed of travel, the preferred distance between her pilot escort vehicle and the Kenworth truck transporting the load, the types of hazards that may be encountered during the trip as well as how to identify and communicate hazards to the convoy, and all other aspects of escorting the oversized load.

66. Defendant Douglas Allred had a duty to Plaintiffs to use ordinary care in selecting, hiring, training, controlling, supervising and retaining Defendant Carla Allred as the lead pilot car driver.

67. Defendant Douglas Allred knew, or in the exercise of reasonable care should have known, that Defendant Carla Allred was unfit to serve as a lead pilot car

driver prior to the subject incident and that her employment as the lead pilot car driver created an unreasonable risk of harm to Plaintiffs and other motorists.

68. Defendant Douglas Allred failed to use ordinary care in selecting, hiring, training, supervising, controlling and retaining Defendant Carla Allred.

69. Defendant Douglas Allred was negligent and grossly negligent in selecting, hiring, training, supervising, controlling and retaining Defendant Carla Allred.

70. Defendant Carla Allred committed an actionable tort by crossing over the center-line of the roadway in close proximity to Mrs. Combest and by negligently operating her lead pilot escort vehicle, which contributed to and proximately caused the subject incident as described herein.

71. Additionally, at all relevant times to this suit, Defendant Douglas Allred maintained the right to control and exercised actual control and responsibility over rear pilot car driver Defendant Strelchik.

72. As the driver of the Kenworth truck, Defendant Douglas Allred was in charge of the entire convoy, including both the front and rear pilot car escorts. Defendant Douglas Allred instructed Defendant Strelchik on the appropriate speed of travel, the preferred distance between his pilot escort vehicle and the Kenworth truck transporting the load, the types of hazards that may be encountered during the trip as well as how to identify and communicate hazards to the convoy, and all other aspects of escorting the oversized load.

73. Defendant Douglas Allred had a duty to Plaintiffs to use ordinary care in selecting, hiring, training, controlling and supervising Defendant Strelchik as the rear pilot car driver during the trip and while transporting an oversized load.

74. During the trip and prior to the subject incident, Defendant Douglas Allred had a responsibility to properly select, hire, train, control and supervise Defendant Strelchik regarding the safest manner to escort the oversized load in question. Defendant Douglas Allred failed to ensure that Defendant Strelchik maintained an adequate distance behind the Kenworth truck so as to allow him to see and identify potential dangers ahead of the truck. Defendant Strelchik's dash camera footage of the trip shows that he was consistently traveling too closely behind Defendant Douglas Allred's Kenworth truck to be able to properly identify potential hazards and dangers.

75. Defendant Douglas Allred had a duty to Plaintiffs to use ordinary care in selecting, hiring, training, controlling, supervising and retaining Defendant Strelchik as the rear pilot car driver.

76. Defendant Douglas Allred knew, or in the exercise of reasonable care should have known, that Defendant Strelchik was unfit to serve as a rear pilot car driver prior to the subject incident and that his employment as the rear pilot car driver created an unreasonable risk of harm to Plaintiffs and other motorists.

77. Defendant Douglas Allred failed to use ordinary care in selecting, hiring, training, supervising, controlling and retaining Defendant Strelchik.

78. Defendant Douglas Allred was negligent and grossly negligent in selecting, hiring, training, supervising, controlling and retaining Defendant Strelchik.

79. As the rear pilot car driver, Defendant Strelchik owed a duty to Mrs. Combest and other motorists to maintain a proper lookout for potential dangers and hazards as well as notify other members of the convoy of any potential dangers and hazards.

80. Despite having knowledge that Defendant Strelchik was not maintaining an adequate distance behind his Kenworth truck and would not be able to properly identify potential dangers and hazards, Defendant Douglas Allred failed to communicate with or otherwise make an effort to correct the distance and position of Defendant Strelchik's rear escort vehicle.

81. Defendant Douglas Allred knew, or in the exercise of reasonable care should have known, that Defendant Strelchik was not operating his rear escort vehicle at a sufficient distance behind the Kenworth truck transporting an oversized load, and that the unsafe distance and position between Defendant Strelchik's rear escort vehicle and Defendant Douglas Allred's Kenworth truck created an unreasonable risk of harm to Mrs. Combest and other motorists.

82. At the time of the subject incident, Defendant Strelchik failed to maintain a proper distance between his rear pilot escort vehicle and Defendant Douglas Allred's Kenworth truck, failed to keep a lookout as a person of ordinary prudence would have kept under the same or similar circumstances and failed to

communicate potential dangers and hazards with other members of the convoy, which contributed to and proximately caused the subject incident as described herein.

iii. ***Respondeat Superior Liability Under the Non-Employee Mission Liability Doctrine***

83. The preceding paragraphs are incorporated herein by reference.

84. Non-employee mission liability is a form of *respondeat superior* liability that is outside of the traditional employment context. To establish non-employee mission liability, a party must show that: (1) the mission generated a benefit to the defendant principal; and (2) the principal exercised sufficient control over the means and details of the agents' mission.

85. The transport of the subject oversized load was a mission carried out for the benefit of Defendant Douglas Allred. The primary purpose of retaining Defendant Carla Allred and Defendant Strelchik to serve as front and rear pilot escorts was to assist Defendant Douglas Allred safely transport an oversized load in interstate commerce. Further, Defendant Douglas Allred expected to profit and did profit from the transportation of the oversized load in question.

86. Additionally, Defendant Douglas Allred controlled all aspects of the mission, instructed and exerted actual control over how his pilot escorts performed their job-related responsibilities and the subject incident occurred while Defendants were acting in furtherance of the mission.

87. As the driver of the Kenworth truck, Defendant Douglas Allred was in charge of the entire convoy, including both the front and rear pilot car escorts. Defendant Douglas Allred instructed and exerted actual control over his pilot escorts

regarding the appropriate speed of travel (Defendant Douglas Allred determined and dictated the speed of travel for the convoy), the preferred distance between the pilot escort vehicles and the Kenworth truck transporting the oversized load (Defendant Douglas Allred determined and set the distance between the front and rear pilot escort vehicles and his Kenworth truck), the types of hazards to look out for (during daily pre-trip meetings, Defendant Douglas Allred informed his pilot escorts regarding the types of hazards that he wanted to be identified), and how to identify and communicate hazards to the convoy (Defendant Douglas Allred instructed his pilot escorts on the language that should be used over the CB radios when identifying and communicating hazards). Additionally, Defendant Douglas Allred determined what time the convoy would start and stop, the route that would be taken and the distance traveled on each day.

88. Under the non-employee mission liability doctrine, Defendant Douglas Allred is vicariously liable for the negligence of Defendant Carla Allred and Defendant Strelchik.

B. Nancy Thomas

i. Negligence

89. The preceding paragraphs are incorporated herein by reference.

90. Defendant Landstar hired Defendant Thomas as employee driver for the load involved in the subject incident.

91. As an employee driver, Thomas owed a duty to exercise ordinary care in the operation of the Kenworth truck so as not to endanger the safety of others who may be using the roadway. Defendant Thomas owed such a duty to Mrs. Combest.

92. Defendant Thomas, through her acts or omissions, breached this duty of care owed to Mrs. Combest. These acts and omissions include, but are not limited to:

- a. Failing to stop the convoy when she knew or should have known that Defendant Douglas Allred and Defendant Carla Allred were driving in an unsafe manner;
- b. Failing to maintain such a lookout as a person of ordinary prudence under the same or similar circumstances would have maintained;
- c. Permitting the Kenworth truck to be driven at a speed greater than was reasonable and prudent under the circumstances;
- d. Failing to formulate a plan of action to negotiate expected hazards including skinny bridges;
- e. Failing to alert the pilot car drivers that they were going to encounter numerous skinny bridges on U.S. Highway 271;
- f. Failing to convene a pre-trip meeting with the pilot car drivers to create a plan of action to travel across skinny bridges located on U.S. Highway 271;
- g. Failing to plan in advance or implement a procedure for the convoy to safely cross the White Oak Creek Relief Bridge;
- h. Failing to call the local Texas Department of Public Safety or the Titus County Sherriff's office for assistance in crossing the White Oak Creek Relief Bridge;
- i. Other acts of negligence.

93. The foregoing acts and omissions, independently or in combination with one another, constitute negligence and gross negligence that proximately caused the injuries and death of Mrs. Combest, along with Plaintiffs' damages.

94. At all times relevant to this suit, Defendant Carla Allred, Defendant Douglas Allred, Defendant Thomas, Defendant Strelchik, Defendant 2 A, and Defendant Landstar were engaged in a joint enterprise, in that these Defendants agreed to transport oversized cargo across state lines. Defendant Douglas Allred, being assisted by Defendant Thomas, operated the Kenworth truck that towed the oversized cargo and the other members assisted Defendant Douglas Allred and Defendant Thomas by serving as pilot escort vehicles.

95. Because Defendant Thomas was a participant in a joint enterprise, the negligence of the other members of the joint enterprise is imputed to Defendant Thomas.

C. Landstar Ranger, Inc.

i. *Respondeat Superior*

96. The preceding paragraphs are incorporated herein by reference.

97. At all times relevant to this suit, Defendant Douglas Allred was the agent, servant, and employee of Defendant Landstar, and was acting within the scope of his authority as such agent, servant, and employee.

98. Defendant Landstar, through the doctrine of *respondeat superior*, is vicariously liable for the negligence of its agent, Defendant Douglas Allred.

99. At all times relevant to this suit, Defendant Thomas was the agent, servant, and employee of Defendant Landstar, and was acting within the scope of her authority as such agent, servant, and employee.

100. Defendant Landstar, through the doctrine of *respondeat superior*, is vicariously liable for the negligence of Defendant Thomas.

101. Defendant Landstar, through its employees and agents Defendant Douglas Allred and Defendant Thomas, appointed Defendant Carla Allred and Defendant Strelchik to escort the Kenworth truck and oversized load for the benefit of Defendant Landstar.

102. Landstar employees Defendant Douglas Allred and Defendant Thomas controlled the manner in which Defendant Carla Allred and Defendant Strelchik performed their work.

103. Independent of Defendant Landstar's control of Defendant Carla Allred's and Defendant Strelchik's work through its employees Defendant Douglas Allred and Defendant Thomas, Defendant Landstar had a right to direct and control the details of the mission undertaken by Defendant Carla Allred and Defendant Strelchik.

104. Defendant Landstar, through the doctrine of *respondeat superior*, is vicariously liable for the negligence of Defendant Carla Allred and Defendant Strelchik.

ii. ***Respondeat Superior* Liability Under the Federal Motor Carrier Regulations**

105. The preceding paragraphs are incorporated herein by reference.

106. The Kenworth truck involved the subject incident was a vehicle subject to the licensing and identification requirements of the Interstate Commerce Commission, the United States Department of Transportation and other governmental agencies responsible for regulations over interstate motor carriers.

107. The Federal Motor Carrier Safety Act and regulations thereunder, 49 C.F.R. § 390.3 and § 392.2, apply to motor carriers nationwide, and impose specific safety procedures to be used by commercial drivers that transport property in interstate commerce.

108. The Federal Motor Carrier Safety Act provides that “[e]very commercial motor vehicle must be operated in accordance with the laws, ordinances, and regulations of the jurisdiction in which it is being operated,” and in instances where “a regulation of the Federal Motor Carrier Safety Administration imposes a higher standard of care than that law, ordinance or regulation, the Federal Motor Carrier Safety Administration regulation must be complied with.” 49 C.F.R. § 392.2.

109. The statutory employee doctrine is a theory of vicarious liability created by the Federal Motor Carrier Safety Regulations, 49 C.F.R. §§ 376.1 *et seq.* (“FMCSR”).

110. Section 390.5 of the FMCSR includes in the definition of an “employee” “any driver of a commercial motor vehicle (including an independent contractor while in the course of operating a commercial motor vehicle).” 49 C.F.R. § 390.5. Moreover, the FMCSR define “motor carrier” as “a for-hire motor carrier,” which is “a person

engaged in the transportation of goods or passengers for compensation.” 49 C.F.R §§ 390.5 & 390.5T.

111. Defendant Landstar is a motor carrier as that term is defined in 49 C.F.R. § 390.5.

112. Under the statutory employee doctrine, a driver is deemed to be the statutory employee of a motor carrier, and through this constructive employment relationship, a motor carrier may be held vicariously liable for the negligence of its employee driver.

113. Pursuant to the statutory employee doctrine, a motor carrier is deemed to be the statutory employer of the driver when: (1) the motor carrier does not own the vehicle; (2) the motor carrier operates the vehicle under an arrangement with the owner to provide transportation subject to federal regulations; and (3) the motor carrier does not literally employ the driver.

114. Defendant Landstar did not own the Kenworth truck involved in the subject incident; rather, it was leased by its owner to Defendant Landstar under an equipment-lease agreement.

115. Defendant Landstar operated the Kenworth truck under this equipment-lease agreement with the owner to provide transportation that was subject to federal regulations.

116. Pursuant to 49 C.F.R. § 376.12, the equipment lease agreement granted Defendant Landstar exclusive possession, control, and use of the equipment for the duration of the lease. Further, the lease provided that Defendant Landstar shall

assume complete responsibility for the operation of the equipment for the duration of the lease.

117. Defendant Douglas Allred and Defendant Thomas were not literal employees of Defendant Landstar. Defendant Douglas Allred and Defendant Thomas were independent contractors in the course of operating a commercial motor vehicle for interstate motor carrier Defendant Landstar.

118. Defendant Douglas Allred and Defendant Thomas were statutory employees of Defendant Landstar as that term is defined in 49 C.F.R. § 390.5.

119. Under federal motor carrier regulations, Defendant Landstar is vicariously liable for the negligence of Defendant Douglas Allred and Defendant Thomas.

b. *Respondeat Superior* Liability Under the Texas Motor Carrier Safety Regulations

120. The preceding paragraphs are incorporated herein by reference.

121. Defendant Landstar is vicariously liable for the negligence of Defendant Douglas Allred and Defendant Thomas under the Texas Motor Carrier Safety Regulations.

122. Defendant Landstar is an entity that controls, operates, or directs the operation of one or more vehicles that transport persons or cargos.

123. Defendant Landstar is a “motor carrier” under Texas Transportation Code § 643.001(6).

124. Under 37 Texas Administrative Code § 4.11(a), the Kenworth truck involved in the collision with Mrs. Combest is a “commercial motor vehicle.”

125. Defendant Douglas Allred was an employee of Defendant Landstar, as that term is defined by 49 C.F.R. § 390.5 and is incorporated in 37 Texas Administrative Code § 4.11(a).

126. Defendant Douglas Allred was an individual employed by Defendant Landstar who directly affected commercial motor vehicle safety in the course of his employment.

127. Defendant Thomas was an employee of Defendant Landstar, as that term is defined by 49 C.F.R. § 390.5 and is incorporated in 37 Texas Administrative Code § 4.11(a).

128. Defendant Thomas was an individual employed by Defendant Landstar who directly affected commercial motor vehicle safety in the course of her employment.

129. Defendant Landstar is vicariously liable for the negligence of its statutory employees Defendant Douglas Allred and Defendant Thomas.

130. Under 37 Texas Administrative Code § 4.11(a), the escort vehicles driven by Defendant Carla Allred and Defendant Strelchik at all times relevant to this suit were “commercial motor vehicles.” 37 Texas Administrative Code § 4.11 adopts the definition of a commercial motor vehicle found in 49 C.F.R. 390.5, which states that a commercial motor vehicle means “any self-propelled or towed motor vehicle used on a highway in interstate commerce to transport passengers or property when the vehicle (1) has a gross vehicle weight or gross combination weight rating,

or gross vehicle weight or gross combination weight, of 4,536 kg (10,0001 pounds) or more, whichever is greater[.]” 49 C.F.R. § 390.5.

131. Defendant Carla Allred was an employee of Defendant Landstar, as that term is defined by 49 C.F.R. § 390.5 and is incorporated in 37 Texas Administrative Code § 4.11(a).

132. Defendant Carla Allred was an individual employed by Defendant Landstar who directly affected commercial motor vehicle safety in the course of her employment.

133. Defendant Strelchik was an employee of Defendant Landstar, as that term is defined by 49 C.F.R. § 390.5 and is incorporated by reference by 37 Texas Administrative Code § 4.11(a).

134. Defendant Strelchik is an individual employed by Defendant Landstar who directly affected commercial motor vehicle safety in the course of his employment.

135. Defendant Landstar is vicariously liable for the negligence of its statutory employees Defendant Carla Allred and Defendant Strelchik.

iv. Negligence

136. The preceding paragraphs are incorporated herein by reference.

137. Defendant Landstar is in the business of transporting cargo through the use of roadways. As such, Defendant Landstar owes a duty to those who may be using the roadways to use reasonable care inquiring into the competence and qualifications of its employees. Further, Defendant Landstar’s duty extends to using reasonable

care in supervising, controlling and training those persons it selects and hires. Mrs. Combest, as a user of the roadways, was owed such a duty by Defendant Landstar.

138. However, Defendant Landstar breached this duty in the following nonexclusive list of acts and omissions:

- a. Failing to properly investigate Defendant Douglas Allred's driver record;
- b. Failing to properly train Defendant Douglas Allred and Defendant Thomas in the proper manner and means to haul cargo;
- c. Failing to adequately supervise and control Defendant Douglas Allred's and Defendant Thomas' conduct of hauling cargo;
- d. Failing to train Defendant Douglas Allred on how to safely cross skinny bridges;
- e. Failing to use electronic monitoring equipment to monitor drivers to ensure that they are operating their commercial motor vehicles in a safe manner;
- f. Failing to require a route survey for the trip in which Defendants were transporting an oversized load;
- g. Failing to identify potentially unsafe skinny bridges on common oversized and overweight load routes and failing to warn oversized and overweight load drivers of skinny bridges on their routes;
- h. Failing to train Defendant Douglas Allred on the safe operation and use of pilot cars;
- i. Failing to use ordinary care in selecting, hiring, training, supervising, controlling and retaining Defendant Douglas Allred;
- j. Failing to use ordinary care in selecting, hiring, training, supervising, controlling and retaining Defendant Carla Allred;
- k. Failing to use ordinary care in selecting, hiring, training, supervising, controlling and retaining Defendant Strelchik;

- l. Failing to use ordinary care in selecting, hiring, training, supervising, controlling and retaining Defendant Thomas;
- m. Other acts of negligence and gross negligence.

139. The foregoing acts and omissions, independently or in combination with one another, constitute negligence and gross negligence that proximately caused the injuries and death of Mrs. Combest, along with Plaintiffs' damages.

D. Carla Ann Allred

i. Negligence

140. The preceding paragraphs are incorporated herein by reference.

141. By operating a pilot escort vehicle, Defendant Carla Allred facilitated the movement of an oversized load on a roadway.

142. Defendant Carla Allred owed a duty to exercise ordinary care in the operation of her escort vehicle so as not to endanger the safety of others who may be using the roadway.

143. As Mrs. Combest was in use of the roadway, Defendant Carla Allred owed such a duty to Mrs. Combest.

144. Defendant Carla Allred, through her acts and omissions, breached this duty of care owed to Mrs. Combest. These acts and omissions include, but are not limited to:

- a. Failing to keep such a lookout as a person of ordinary prudence would have kept under the same or similar circumstances;
- b. Failing to communicate sufficiently with the other members of the convoy;

- c. Failing to properly warn oncoming traffic of the presence of oversized cargo on the roadway;
- d. Driving at a speed greater than was reasonable and prudent under the circumstances;
- e. Failing to formulate a plan of action to negotiate expected hazards including skinny bridges;
- f. Failing to plan in advance or implement a procedure to safely cross the White Oak Creek Relief Bridge;
- g. Failing to call the local Texas Department of Public Safety or the Titus County Sheriff's office for assistance in crossing the White Oak Creek Relief Bridge;
- h. Failing to operate the lead pilot car at least one-half mile ahead of the load vehicle;
- i. Failing to operate the lead pilot car at a sufficient distance ahead of the load vehicle to be able to alert Defendant Douglas Allred of oncoming traffic in ample time to allow for Defendant Douglas Allred to yield the right of way to Mrs. Combest;
- j. Failing to alert Defendant Douglas Allred of Mrs. Combest's approaching vehicle in sufficient time to allow Douglas Allred an opportunity to give right of way to Mrs. Combest;
- k. Crossing the center line into the opposing lane in violation of Mrs. Combest's right of way;
- l. Running Mrs. Combest off the road;
- m. Attempting to use her lead pilot car as a traffic control device;
- n. Attempting to flag traffic from a moving pilot car;
- o. Waving a red flag out of the driver's side window;
- p. Failing to stop the convoy when she knew or should have known that Defendant Douglas Allred was driving in an unsafe manner; and
- q. Other acts of negligence and gross negligence.

145. The foregoing acts and omissions, independently or in combination with one another, constitute negligence and gross negligence that proximately caused the injuries and death of Mrs. Combest, along with Plaintiffs' damages.

146. At all times relevant to this suit, Defendant Carla Allred, Defendant Douglas Allred, Defendant Thomas, Defendant Strelchik, Defendant 2 A, and Defendant Landstar were engaged in a joint enterprise, in that these Defendants agreed to transport oversized cargo across state lines. Defendant Douglas Allred, being assisted by Defendant Thomas, operated the Kenworth truck that towed the oversized cargo and the other members assisted Defendant Douglas Allred and Defendant Thomas by serving as pilot escort vehicles.

147. Because Defendant Carla Allred was a participant in a joint enterprise, the negligence of the other members of the joint enterprise is imputed to Defendant Carla Allred.

ii. Negligence *Per Se*

148. The preceding paragraphs are incorporated herein by reference.

149. Texas Transportation Code § 545.051 provides that: “[a]n operator on a roadway of sufficient width shall drive on the right half of the roadway, unless: (1) the operator is passing another vehicle; (2) an obstruction necessitates moving the vehicle left of the center of the roadway and the operator yields the right-of-way to a vehicle that: (A) is moving in the proper direction on the unobstructed portion of the roadway; and (B) is an immediate hazard; (3) the operator is on a roadway divided

into three marked lanes of traffic; or (4) the operator is on a roadway restricted to one-way traffic. TEX. TRANSP. CODE § 545.051(a).

150. Texas Transportation Code § 545.052 provides, in pertinent part, that “[a]n operator moving in the opposite direction of the movement of another operator shall: (1) move to or remain to the right.

151. Texas Transportation Code § 545.055 provides, in pertinent part: (b) An operator may not drive on the left side of the roadway in a no-passing zone or on the left side of any pavement striping designed to mark a no-passing zone. This subsection does not prohibit a driver from crossing pavement striping, or the center line in a no-passing zone marked by signs only, to make a left turn into or out of an alley or private road or driveway.

152. Texas Transportation Code § 545.401 provides, in pertinent part: (a) A person commits an offense if the person drives a vehicle in willful or wanton disregard for the safety of persons or property.

153. The State of Texas promulgated Texas Transportation Codes § 545.051, § 545.052, § 545.055 and § 545.401 and provided criminal penalties for its violation.

154. Sections 545.051, 545.052, 545.055 and 545.401 of the Texas Transportation Code is intended to protect a class of individuals consisting of users of public roadways from incurring injuries caused by vehicular collisions. As Mrs. Combest was a motorist on a public roadway, she is a member of such a class.

155. Defendant Carla Allred violated Texas Transportation Code § 545.051, § 545.052, § 545.055 and § 545.401.

156. Defendant Carla Allred was not passing another vehicle when she drove outside the right half of the roadway into Mrs. Combest's lane of traffic.

157. Mrs. Combest was driving in the proper direction in the northbound lane when Defendant Carla Allred drove outside the right half of the roadway into Mrs. Combest's lane of traffic.

158. Defendant Carla Allred did not yield the right of way to Mrs. Combest.

159. Defendant Carla Allred did not move to or remain to the right while moving in the opposite direction of Mrs. Combest.

160. Defendant Carla Allred was not driving on a roadway divided into three marked lanes when she drove outside the right half of the roadway.

161. Defendant Carla Allred drove on the left side of the roadway in a no-passing zone.

162. Defendant Carla Allred drove a vehicle in willful or wanton disregard for the safety Mrs. Combest.

163. Defendant Carla Allred's violation of Texas Transportation Code § 545.051, § 545.052, § 545.055 and § 545.401 is negligence *per se*.

164. Defendant Carla Allred's violation of Texas Transportation Code § 545.051, § 545.052, § 545.055, and § 545.401 proximately caused damages to Mrs. Combest and Plaintiffs, which Plaintiffs now seek to recover.

E. 2 A Logistics, LLC

i. Negligence Through the Vice-Principal Doctrine

165. The preceding paragraphs are incorporated herein by reference.

166. At all times relevant to the suit, Defendant Douglas Allred and Defendant Carla Allred were vice-principals of Defendant 2 A, in that they possessed the authority to employ, direct, and discharge servants of the master.

167. The conduct of Defendant Douglas Allred and Defendant Carla Allred described above are acts and omissions of Defendant 2 A.

168. Defendant 2 A is liable for negligence of Defendant Douglas Allred and Defendant Carla Allred.

ii. *Respondeat Superior*

169. The preceding paragraphs are incorporated herein by reference.

170. At all times relevant to this suit, Defendant Douglas Allred was the agent, servant, and employee of Defendant 2 A, and was acting within the scope of his authority as such agent, servant, and employee.

171. At all times relevant to this suit, Defendant Carla Allred was the agent, servant, and employee of Defendant 2 A, and was acting within the scope of her authority as such agent, servant, and employee.

172. Defendant 2 A, through the doctrine of *respondeat superior*, is vicariously liable for the negligence of Defendant Douglas Allred and Defendant Carla Allred.

F. Sergey Strelchik

i. **Negligence**

173. The preceding paragraphs are incorporated herein by reference.

174. By operating an escort vehicle, Defendant Strelchik facilitated the movement of an oversized load on a roadway.

175. Defendant Strelchik owed a duty to exercise ordinary care in the operation of his escort vehicle so as not to endanger the safety of others who may be using the roadway.

176. As Mrs. Combest was in use of the roadway, Defendant Strelchik owed such a duty to Mrs. Combest.

177. Defendant Strelchik, through his acts and omissions, breached this duty of care owed to Mrs. Combest. These acts and omissions include, but are not limited to:

- a. Failing to keep such a lookout as a person of ordinary prudence would have kept under the same or similar circumstances;
- b. Failing to communicate sufficiently with the other members of the convoy;
- c. Driving at a speed greater than was reasonable and prudent under the circumstances;
- d. Failing to operate the rear pilot car at a sufficient distance behind the load vehicle to be able to alert Defendant Douglas Allred of potential hazards or dangers in ample time to allow for Defendant Douglas Allred to yield the right of way to Mrs. Combest;
- e. Failing to stop the convoy when he knew or should have known that Defendant Douglas Allred or Defendant Carla Allred were driving in an unsafe manner; and
- f. Other acts of negligence and gross negligence.

178. The foregoing acts and omissions, independently or in combination with one another, constitute negligence and gross negligence that proximately caused the injuries and death of Mrs. Combest, along with Plaintiffs' damages.

179. At all times relevant to this suit, Defendant Carla Allred, Defendant Douglas Allred, Defendant Thomas, Defendant Strelchik, Defendant 2 A, and Defendant Landstar were engaged in a joint enterprise, in that these Defendants agreed to transport oversized cargo across state lines. Defendant Douglas Allred, being assisted by Defendant Thomas, operated the Kenworth truck that towed the oversized cargo and the other members assisted Defendant Douglas Allred and Defendant Thomas by serving as pilot escort vehicles.

180. Because Defendant Strelchik was a participant in a joint enterprise, the negligence of other members of the joint enterprise is imputed to Defendant Strelchik.

G. Gross Negligence

181. The preceding paragraphs are incorporated herein by reference.

182. Defendants committed willful acts or omissions of gross negligence, having actual knowledge of an extreme risk of harm and consciously disregarding that risk, that were a proximate cause of the fatal injuries to Toni Combest and the damages of Toni Combest and Plaintiffs, and for which Plaintiffs are entitled to recover punitive damages, pursuant to Chapter 41 of the Texas Civil Practice and Remedies Code. Furthermore, Defendants authorized the doing and the manner of the acts or omissions, Defendants recklessly employed an unfit agent and/or employee, Defendants employed a vice-principal or one who was in a managerial

capacity and was acting in the scope of employment when they committed the acts or omissions, and/or Defendants or a vice-principal or manager of Defendants ratified and/or approved the acts or omissions.

183. Plaintiffs have a claim for exemplary damages in the amount determined by the trier of fact.

VI. DAMAGES

184. The preceding paragraphs are incorporated herein by reference.

185. Pursuant to Texas Rule of Civil Procedure 47, Plaintiffs seeks monetary relief over \$1,000,000.

186. As a direct and proximate result of the occurrence made the basis of this lawsuit, and Defendants' negligence and gross negligence as described herein, Plaintiffs and Toni Combest, Deceased, were caused to suffer and to endure anxiety, pain, and illness, including fatal injuries, resulting in damages more fully set forth below.

187. As a direct and proximate result of the occurrence made the basis of this lawsuit, and Defendants' negligence and gross negligence as described herein, Plaintiff Amber Ramsey, as Independent Executrix of the Estate of Toni Combest, Deceased, is entitled to and seeks the following elements of damages from Defendants:

- a. Reasonable medical care and expenses in the past;
- b. Funeral and burial expenses;
- c. Physical pain and suffering in the past;

- d. Mental anguish in the past;
- e. Physical impairment in the past; and
- f. Physical disfigurement in the past.

188. As a direct and proximate result of the occurrence made the basis of this lawsuit, and Defendants' negligence and gross negligence as described herein, Plaintiffs Amber Ramsey, Individually, Clint Combest, Melanie Combest and Stacey Stansbury are entitled to and seek the following elements of damages from Defendants:

- a. Pecuniary loss arising out of the death of Toni Combest in the past;
- b. Pecuniary loss arising out of the death of Toni Combest that, in reasonable probability, will be suffered in the future;
- c. Loss of inheritance;
- d. Medical expenses in the past and that, in reasonable probability, will be incurred in the future;
- e. Loss of companionship and society arising out of the death of Toni Combest in the past;
- f. Loss of companionship and society arising out of the death of Toni Combest that, in reasonable probability, will be suffered in the future;
- g. Loss of consortium arising out of the death of Toni Combest in the past;
- h. Loss of consortium arising out of the death of Toni Combest that, in reasonable probability, will be suffered in the future;
- i. Mental anguish arising out of the death of Toni Combest in the past;
- j. Mental anguish arising out of the death of Toni Combest that, in reasonable probability, will be suffered in the future;
- k. Pre-judgment interest as provided by Texas law;

- l. Post-judgment interest at the maximum rate provided by Texas law;
- m. Exemplary damages;
- n. Costs of Court.

189. All other and further relief both general and special at law or equity to which Plaintiffs may be entitled.

VII.
DEMAND FOR JURY

190. Plaintiffs demand a trial by jury.

VIII.
PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiffs request that Defendants be cited to appear and answer and, on final trial, that the Court awards Plaintiffs a judgment against Defendants as follows:

- a. Actual damages as set forth above for an amount within the jurisdictional limits of the Court;
- b. Exemplary damages as set forth above to the full extent permitted by law;
- c. Pre-judgment and post-judgment interest as provided by law;
- d. Costs of suit; and
- e. All other relief, in law and in equity, to which Plaintiffs may be entitled.

Respectfully submitted,

/s/ Nelson Roach

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ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been properly forwarded to all known counsel of record, in compliance with all applicable rules of civil procedure this the 23rd day of July 2021.

/s/ Nelson J. Roach
Nelson J. Roach