



Eleven people were injured. Five lives were lost—two of them children. Nathan Jonard survived, but just barely. His body was shattered. His future forever changed.

## II.

### DISCOVERY CONTROL PLAN

2. Pursuant to TEX. R. CIV. P. 190.4, Plaintiff specifically pleads that this lawsuit should be conducted under Level 3 Discovery Control Plan.

## III.

### AMOUNT IN CONTROVERSY

3. Pursuant to TEX. R. CIV. P. 47(c), Plaintiff states that he seeks only monetary relief in excess of \$100,000,000.

## IV.

### PARTIES AND SERVICE

4. Plaintiff, **Nathan Jonard**, is a resident of Travis County, Texas. Plaintiff can be served by and through his counsel, Nix Patterson, LLP, at 8701 Bee Caves Rd Building 1, Suite 500, Austin, TX 78746. Pursuant to Section 30.014 of the Texas Civil Practice and Remedies Code, the last three digits of Mr. Jonard's Texas driver's license are 960 and the last three digits of his social security number are 035.

5. Defendant **Amazon Logistics, Inc. ("Amazon")**, is a foreign corporation, existing and doing business under and by virtue of the laws of the State of Delaware, with its principal place of business located at 410 Terry Avenue North, Seattle, Washington 98109. Defendant Amazon Logistics, Inc. may be served with process by and through its registered agent, Corporation Service Company, dba CSC-Lawyers Incorporating Service Company, at 211 East 7<sup>th</sup> Street, Suite 620, Austin, Texas 78701.

6. Defendant **ZBN Transport, LLC (“ZBN”)**, is a limited liability company, existing and doing business under and by virtue of the laws of the State of Texas, with its principal place of business located at 9180 Forest Lane, Apt 202, Dallas, Texas 75243. Defendant ZBN Transport, LLC may be served with process by and through its registered agent, Glory Multi Services, LLC, 13140 Coit Road, Dallas, Texas 75240.

7. Defendant **Solomun Weldekeal Araya (“Araya”)**, upon information and belief, is a resident of Dallas County, Texas. Defendant Araya can be served at his primary residence at 9475 Forest Springs Dr., Apt 1067, Dallas, TX 75243 or wherever he may be found.

8. Whenever in this Petition it is alleged that a Defendant did or failed to do any act or thing, it is meant that the respective Defendant’s either individually or through their governing body, directors, officers, agents, servants, employees and/or other representatives and/or independent contractors subject to its control, did or failed to do any act or thing and that, at the time such conduct occurred, it occurred with the authorization and/or ratification of such Defendant and/or was done in the normal and routine course and scope of employment or agency of the Defendant, and/or pursuant to the Defendant’s direction and control.

9. At all relevant times, each Defendant was an agent of the other Defendants for purposes of transporting Amazon products across public roadways. In committing the acts alleged herein, Defendants acted within the scope of their agency and were acting with the consent, permission, ratification, authorization and knowledge of the other respective Defendants perpetrated and/or conspired to or aided and abetted the acts described herein. All actions of the Defendants alleged herein were ratified and approved by the other respective Defendants and their respective officers, directors, controlling persons, agents, aiders and abettors or co-conspirators.

**V.**

**MISNOMER/ALTER EGO**

10. In the event any parties are misnamed or are not included herein, Plaintiff contends that such was a “misidentification,” “misnomer,” and/or such parties are “alter egos” of parties named herein.

**VI.**

**JURISDICTION AND VENUE**

11. This Court has subject matter jurisdiction over this lawsuit. Plaintiff’s claims involve Texas statutory and common law. The amount in controversy is within this Court’s jurisdictional limit.

12. This Court has personal jurisdiction over Defendants because they have, either directly or through their subsidiaries or representatives, purposefully availed themselves of the benefits and protections offered by the State of Texas by conducting business in this State and have committed tortious acts within this State, and their conduct in, and contacts with, this State give rise to the causes of action alleged herein. This lawsuit and the operative facts thereof have a substantial connection to all Defendants’ significant contacts with Texas. In addition, or alternatively, at all times relevant or necessary all Defendants either resided in Texas and/or purposefully established continuous and systematic contacts with Texas far exceeding the requirements of minimum contacts under the Texas Long Arm Statute and the federal constitutional requirements of due process.

13. This Court is the proper venue to hear this lawsuit pursuant to TEX. CIV. PRAC. & REM. CODE § 15.002(a) because the events giving rise to this lawsuit occurred in Travis County, Texas.

**VII.**  
**FACTS**

14. On March 13, 2025, around 11:20 PM Plaintiff was driving southbound on Interstate 35 in Austin, Texas.

15. At the same time, Defendant Araya was driving a tractor-trailer at the direction of Defendant Amazon and/or Defendant ZBN carrying a full load of cargo travelling southbound on Interstate 35 behind Plaintiff.

16. When construction on the Interstate caused traffic to come to a stop, Plaintiff did what any reasonable driver would do—he slowed to a stop, carefully waiting for traffic to clear.

17. But then, in the blink of an eye, everything changed.

18. From behind, a violent, unstoppable force approached—Defendant Araya failed to slow down or stop, resulting in a high-impact, high-speed collision.

19. Eyewitnesses later confirmed the horrifying reality: Defendant Araya never even touched the brakes. He slammed into car after car after car, unleashing destruction across the highway.

20. The force of the collision caused Plaintiff to lose consciousness. He woke up in a mangled vehicle, disoriented, and in agonizing pain. His head and legs were bleeding. His ribs throbbed with unbearable intensity.

21. Strangers surrounded him, one offering a phone so he could call his partner, Diane, who had already received the most chilling notification imaginable—a crash alert from Apple, telling her that Nathan had been in a crash.

22. Emergency responders arrived and rushed Nathan to Dell Seton Medical Center, where doctors delivered a grim diagnosis.

23. Among other injuries, Nathan suffered multiple broken ribs and other bones, leaving him struggling to breathe; a dissected artery in his neck, necessitating surgical intervention; a herniated C5/C6 disc, causing excruciating nerve pain; and deep, painful lacerations covering his body, including particularly gruesome wounds on his head, legs, and feet.

24. The tractor-trailer—operated by Defendant Araya—continued for a tenth of a mile, striking multiple vehicles without slowing down.

25. The collision involved at least 19 vehicles, resulting in the deaths of five people, including two children, and injuries to 11 others, including Plaintiff.

26. Witnesses reported that Araya did not brake before the collision and that he attempted to leave the scene.

27. On Friday, March 14, 2025, Austin Police Department confirmed that Defendant Araya was arrested and charged with five counts of intoxication manslaughter and two counts of intoxication assault.

28. The arrest affidavit stated that Defendant Araya showed numerous signs of impairment during both a field sobriety test and an evaluation conducted at a local hospital.

29. The signs included bloodshot and watery eyes, loss of balance, inability to count backwards accurately, droopy eyes, drowsiness, slow and deliberate movements, and a calm demeanor inconsistent with the traumatic event.

30. Defendant Araya failed a field sobriety test, showing all six possible clues for impairment.

31. Officers noted that Araya's vital signs remained unusually calm for someone involved in such a traumatic incident. The affidavit states that Defendant Araya's heart rate and blood pressure were on the lower end of normal range, which investigators found suspicious.

32. A detective and member of Austin Police Department's Impaired Driving Investigation Unit determined that Defendant Araya was impaired by CNS depressants at the time of the collision.

33. CNS depressants are an overarching category of medications that include sedatives, tranquilizers, and hypnotics, and are known to slow down signals sent between the brain and the body.

34. Records indicate that Defendant Araya had multiple previous hours-of-service violations and prior hazardous moving violations while operating commercial vehicles.

35. Upon information and belief, Defendant Araya's Hours-of-Service logs indicated several violations during the prior week.

36. Upon information and belief, Defendant Araya also has multiple past inspections noting similar violations and prior hazardous moving violations while operating commercial vehicles.

37. At the time of the collision, Defendant Araya was driving a semi-truck owned and/or leased by Defendants ZBN Transport, LLC and/or Amazon Logistics, Inc. while in the course and scope of his employment with Defendants ZBN Transport, LLC and/or Amazon Logistics, Inc.

38. At the time of the events complained of herein, Araya was an employee, agent, or servant of Amazon. According to Amazon's spokesperson, Maureen Lynch Vogel, Defendant Araya was hauling a load for Amazon at the time of this collision.

39. At the time of the events complained of herein, Araya was also an employee, agent, or servant of ZBN. According to a ZBN spokesperson, Araya was an employee of ZBN and had worked for ZBN for four months at the time of the collision that injured Plaintiff.

40. Defendants' acts and/or omissions created the scenario where an untrained, incompetent, reckless, and dangerous driver, Araya, acted recklessly and with gross negligence when he drove the Truck in a dangerous and unlawful manner, causing the subject collision which resulted in Mr. Jonard sustaining life altering injuries.

## VIII.

### CAUSES OF ACTION

#### **Count 1: Negligence of Defendant Araya**

41. Plaintiff realleges and incorporates each and every allegation and fact contained in this pleading as though set forth fully herein.

42. Defendant Araya had a duty to act as a reasonable and prudent driver and to use reasonable care in the operation of the tractor-trailer.

43. Defendant Araya breached this duty and was negligent, such negligence includes but is not limited to the following:

- a. Failing to operate a vehicle in a safe manner;
- b. Following too closely;
- c. Failing to take timely and/or proper evasive action;
- d. Failing to remain alert and not paying proper attention;
- e. Failing to keep the vehicle under proper control;
- f. Failing to use due care;
- g. Failing to properly apply his brakes;
- h. Travelling at an unreasonable speed given the circumstances;
- i. Making an untimely and improper application of his brakes;
- j. Failing to use the appropriate due care in operating a commercial motor vehicle;
- k. Driving under the influence;
- l. Driving while distracted;
- m. Careless driving;

- n. Failing to keep a proper lookout;
  - o. Driving recklessly;
  - p. Failing to stop driving when he exceeded the allowable driving and/or working hours; and
  - q. Any additional actions revealed as discovery in this case progresses.
44. Defendant Araya's negligence was a proximate cause of the resulting collision and injuries.
45. Defendant Araya's acts and/or omissions described herein were malicious, willful, reckless, grossly negligent and/or wanton.

**Count 2: Negligence *Per Se* of Defendant Araya**

46. Plaintiff repleads the foregoing factual allegations as if here quoted verbatim and set forth herein at length.
47. In addition to other allegations, Defendant Araya's conduct, as described above, constitutes negligence *per se* as he violated multiple statutes under the Texas Transportation Code and Texas Penal Code, including but not limited to:
- a. TEXAS TRANSPORTATION CODE § 545.060 – Failing to remain within a single lane of travel;
  - b. TEXAS TRANSPORTATION CODE § 545.062(a) – Failing to maintain a safe and reasonable following distance between vehicles;
  - c. TEXAS TRANSPORTATION CODE § 545.351(a) – Traveling at a speed greater than what was reasonable and prudent under the circumstances;
  - d. TEXAS TRANSPORTATION CODE § 545.401 – Operating a motor vehicle in a willful, wanton, and reckless manner;

- e. TEXAS TRANSPORTATION CODE § 545.421(d) – Engaging in reckless conduct that placed others in imminent danger of serious bodily injury;
- f. TEXAS TRANSPORTATION CODE § 550.023(a) – Failing to provide reasonable assistance to persons injured in a collision;
- g. TEXAS PENAL CODE § 49.04 – Operating a motor vehicle in a public place while intoxicated;
- h. TEXAS PENAL CODE § 49.07 – Operating a motor vehicle while intoxicated and, as a result of that intoxication, causing serious bodily injury to another;
- i. TEXAS PENAL CODE § 49.08 – Operating a motor vehicle while intoxicated and, as a result of that intoxication, causing the death of another by accident or mistake.

48. Defendant Araya violated the above-referenced statutes in the moments leading up to and at the time of the collision described herein.

49. Plaintiff, as a driver on the roadway, is a member of the class of persons the above-referenced statutes were designed to protect.

50. Defendant Araya’s violation of the above-referenced statutes proximately caused Plaintiff’s injuries. Accordingly, Defendant Driver is negligent *per se*.

**Count 3: Negligence of Defendant Amazon and/or Defendant ZBN—  
Negligent Hiring, Negligent Training, Negligent Supervision and Respondeat Superior**

51. Plaintiff realleges and incorporates each and every allegation and fact contained in this pleading as though set forth fully herein.

52. At the time of the collision, Defendant Araya was employed by Defendant ZBN and/or Defendant Amazon, was driving a truck and trailer owned by Defendants, and was in the course and scope of his employment with Defendant ZBN and/or Defendant Amazon. Defendant

ZBN and/or Defendant Amazon as his employer, are liable for any and all damages that resulted from Defendant Araya's negligence under the doctrine of Respondeat Superior.

53. Further, Defendant ZBN and/or Defendant Amazon in the operation of their business, in the operation and maintenance of their vehicles and in their hiring, training, and supervision of their employees and agents, owed a duty to Plaintiff, and the public at large to run their businesses and make use of their property in a reasonable manner using the due care, skill, and expertise as would an ordinary person so as to not cause foreseeable and unreasonable risks of harm to others. Defendant ZBN and/or Defendant Amazon are responsible for the hiring, supervision, retention, and training of employees to assure the proper execution of the duties of an over-the-road truck driver. They have a duty to hire, supervise, and train employees and agents to drive tractor-trailers in a reasonable and safe manner.

54. Defendant ZBN and/or Defendant Amazon also have a duty when entrusting their commercial vehicles to drivers. Defendant ZBN and/or Defendant Amazon permitted Defendant Araya to operate the subject tractor-trailer.

55. Defendant ZBN and/or Defendant Amazon breached one or more these duties. They failed to exercise the requisite care, skill, and expertise as would an ordinary person when hiring, retaining, entrusting a vehicle to, and training (or rather not training) Defendant Araya. Defendant ZBN and/or Defendant Amazon failed to exercise reasonable care and acted negligently when hiring Defendant Araya. Defendant ZBN and/or Defendant Amazon are also responsible for failing to properly supervise and train Defendant Araya for the duties that the Defendant ZBN and/or Defendant Amazon could foresee and expect Defendant Araya would perform in the course of his employment. Defendant ZBN and/or Defendant Amazon also knew or should have known that Defendant Araya was likely to use the vehicle in such a manner as to create an unreasonable

risk of harm to others and Defendant Araya was negligent in the operation of the tractor and trailer at issue. Plaintiff suffered damages as a direct, natural, and proximate result of the following acts of Defendant ZBN and/or Defendant Amazon:

- a. Negligently hiring Defendant Araya;
- b. Negligently entrusting a vehicle to Defendant Araya;
- c. Negligently training and supervising agents and employees;
- d. Failing to comply with their own rules and policies with regard to hiring, training, monitoring, performing tests on, disciplining, and terminating employees;
- e. Failing to comply with all applicable laws, ordinances, rules, and regulations;
- f. Failing to train, supervise, direct, or control their employees with the requisite care, skill, and expertise as would a reasonable employer, as follows:
  - i. In the operation of their motor vehicles;
  - ii. In driving too fast under the conditions;
  - iii. In driving at an excessive rate of speed;
  - iv. In controlling their vehicles;
  - v. In properly applying brakes;
  - vi. In preventing driving while distracted;
  - vii. In preventing driving under the influence;
  - viii. In teaching employees about the perils of driving under the influence or properly supervising them;
  - ix. In teaching and supervising employees with regard to their entry of hours in log books;
  - x. In teaching and supervising employees in regard to their entry of information in log books;
  - xi. In monitoring and maintaining logbooks of drivers;
  - xii. In defensive driving;
  - xiii. In bringing their vehicle to a safe stop;
  - xiv. In being aware of the road and travel conditions;
  - xv. In complying with all rules, regulations, and statutes;
  - xvi. In complying with all rules of the road;
  - xvii. In complying with all hours-of-service regulations; and
  - xviii. In complying with all DOT and other federal and state regulations.

56. Defendant ZBN and/or Defendant Amazon's negligence, both their own negligence and through *respondeat superior*, was a proximate cause of the resulting crash, and injuries of Plaintiff in amounts to be proved and determined by a jury at trial.

57. Furthermore, Defendant Araya and Defendant Amazon and/or Defendant ZBN's acts and/or omissions described herein were malicious, willful, reckless, grossly negligent and/or wanton as those terms are defined in Texas law. Defendants were consciously indifferent to the life and well-being of Plaintiff. Accordingly, Plaintiff is entitled to an award of punitive damages against Defendant Araya, Defendant Amazon, and/or Defendant ZBN.

**Count 4: Negligent Retention of Defendant Amazon and/or Defendant ZBN**

58. Plaintiff realleges and incorporates each and every allegation and fact contained in this pleading as though set forth fully herein.

59. Defendant ZBN and/or Defendant Amazon had a duty to exercise reasonable care in retaining employees and/or independent contractors, including Defendant Araya, when they knew or should have known of the employee's incompetence or unfitness that created an unreasonable risk of harm to others.

60. Defendant ZBN and/or Defendant Amazon breached this duty by continuing to retain Defendant Araya despite knowledge of his incompetence, unfitness, and/or dangerous driving habits, including but not limited to his history of traffic violations, inadequate training, failure to comply with safety protocols, and/or inability to safely operate a commercial vehicle of this size and weight. A reasonable employer in Defendant ZBN and/or Defendant Amazon's position would have terminated Defendant Araya's employment or otherwise prevented him from operating commercial vehicles on public roadways.

61. As a direct and proximate result of Defendant ZBN and/or Defendant Amazon's breach of duty in retaining Defendant Araya, Plaintiff sustained severe and permanent injuries when the tractor-trailer negligently operated by Defendant Araya collided with Plaintiff's vehicle. The collision and Plaintiff's resulting injuries would not have occurred had Defendant ZBN and/or Defendant Amazon exercised reasonable care in the retention of their employee and/or contractor.

**Count 5: Negligent Entrustment of Defendant Amazon and/or Defendant ZBN**

62. Plaintiff realleges and incorporates each and every allegation and fact contained in this pleading as though set forth fully herein.

63. At the time of the collision, the tractor-trailer was being utilized for the sole purpose of benefitting Defendants economically. Thus, when the collision occurred, Defendants, collectively, were the owners, lessors and lessees, and operators of the vehicle.

64. Defendants owed a duty to its other employees and to the general public to ascertain the qualifications and competence of the drivers they hire, especially when agents and/or employees are engaged in occupations that require skill or experience and that could be hazardous to the safety of others.

65. At the time Defendants retained and entrusted Araya with the operation of the Tractor-trailer—containing products provided by Amazon and assigned to a transportation route under Defendants' control—the following facts applied:

- a. Defendants entrusted the Truck and its route to Araya during hours in which he was acting under their authority and control;
- b. Defendants knew or should have known that Araya was an incompetent, reckless, or dangerous driver;

- c. Araya's prior history of reckless driving, traffic violations, and noncompliance with state and federal laws would have led any reasonable employer to terminate his employment or, at a minimum, placed Defendants on notice that retaining him posed a serious risk to public safety;
- d. Defendants knew or should have known of Araya's previous driving infractions and hazardous driving behavior;
- e. The same risks that made the entrustment grossly negligent directly contributed to the collision at issue;
- f. Defendants were negligent in their hiring, retention, and supervision of Araya on the occasion in question; and
- g. Defendants' negligence was a proximate cause of the collision and the resulting injuries, mental anguish, and damages sustained by Plaintiff.

66. Thus, at the time Defendants entrusted the Truck to Araya, they knew or should have known that he was an incompetent, reckless, and dangerous driver, creating an unreasonable and foreseeable risk of harm to the public.

67. Defendants committed the described acts and omissions with malice because they engaged in conduct, when viewed objectively, that involved an extreme risk of harm to Plaintiff, considering the probability and magnitude of the potential harm to Plaintiff and other motorists on the roadway.

68. Moreover, Defendants had actual, subjective awareness of the risks involved but proceeded with conscious indifference to the rights, safety and welfare of Plaintiff and others on the roadway.

69. As a direct and proximate cause of Defendants' negligence, including through their agents and employees (for which Defendants are vicariously liable), Plaintiff incurred the damages alleged herein, including damages for mental and physical pain and suffering, mental and physical anguish, emotional distress, and other damages and pecuniary losses for which Plaintiff is entitled to recover actual and exemplary damages.

**Count 6: Respondeat Superior and Vicarious Liability**

70. Plaintiff realleges and incorporates each and every allegation and fact contained in this pleading as though set forth fully herein.

71. Plaintiff was injured as a result of Defendants' acts and/or omissions.

72. At the time of the collision, Araya was acting as an employee, statutory employee, co-employee, agent and/or representative of each of the other Defendants, who had the right to control the means, method, and details of his work as a driver.

73. Defendants retained contractual control over Araya's operation of the delivery truck.

74. Defendants also operated as a joint venture and/or joint enterprise where there was an agreement among the members of the group, a common purpose, a common pecuniary interest, and an equal right of control over the enterprise.

75. Accordingly, Defendants are vicariously liable for the negligent operation of the Truck to the extent the negligence and gross negligence occurred in Araya's course of work and/or when the Truck was used by him for Defendants' benefit.

76. Araya was also acting (e.g. operating the Truck) within the general authority given to him by one or more of the Defendants, in furtherance of Defendants' businesses and for the accomplishment of the object for which Araya was employed.

77. Defendants' conduct and/or omissions, singularly or collectively, constitute a breach of duties owed by contract, statutory provisions, common law, and other authorities, the breach of which proximately caused damages to Plaintiffs.

## **IX.**

### **COMPENSATORY DAMAGES**

78. Plaintiff realleges and incorporates each and every allegation and fact contained in this pleading as though set forth fully herein.

79. As a direct and proximate result of the collision making the basis of this lawsuit, Plaintiff suffered and will in all reasonable probability continue to suffer the following actual damages, the dollar value of which exceeds the minimal jurisdictional limits of this Court:

- h. Medical treatment paid or incurred in the past;
- i. Medical treatment which will be necessary in the future;
- j. Past and future pain and suffering;
- k. Past and future mental anguish;
- l. Physical disfigurement;
- m. Past and future impairment;
- n. Lost wages; and
- o. Loss of past and future earning capacity.
- p. Cost of repairs to the damaged property;
- q. Diminution in property value;
- r. Loss of use of property;
- s. Pre- and post-judgment interest as allowed by law.

**X.**

**EXEMPLARY DAMAGES**

80. Plaintiff realleges and incorporates each and every allegation and fact contained in this pleading as though set forth fully herein.

81. In addition to actual damages, Defendants' conduct as described herein constitutes gross negligence in that it demonstrated an entire want of care that tends to show conscious indifference to the welfare of others, including that of Plaintiff.

82. Defendants created an extreme risk of harm by violating safety rules, knowing that such action and/or inaction, in all probability, could lead to potential harm to others at or around the time of the incident described above.

83. Defendants had both actual and/or constructive knowledge of the extreme risk of harm this presented. Defendants' acts and/or omissions, taken singularly or in combination, constitute acts of gross negligence which proximately caused Plaintiff's injuries as described herein.

**XI.**

**JURY DEMAND**

84. Plaintiff hereby makes a request for a jury in accordance with the Texas Rules of Civil Procedure. The jury fee will be paid simultaneously with this request.

**XII.**

**RULE 193.7 NOTICE**

85. Pursuant to TEX. R. CIV. P. 193.7, Plaintiff hereby gives actual notice to Amazon Logistics, Inc., ZBN Transport, LLC, and/or Solomun Weldekeal Araya that any and all documents produced in discovery in this action may be used against them at any pre-trial proceeding and/or at the trial of this matter without the necessity of authenticating said documents.

**XIII.**

**PRAYER**

**WHEREFORE, PREMISES CONSIDERED,** Plaintiff respectfully requests that Defendants Amazon Logistics, Inc., ZBN Transport, LLC, and Solomun Weldekeal Araya be cited to appear and answer, and on final trial, that Plaintiff have judgment against each Defendant for:

- a. Judgment against Defendants for all of Plaintiff's actual damages, both general and special as described above;
- b. Judgment against Defendants for pre-judgment and post-judgment interest at the legal rate to the extent allowed under the law until paid; and
- c. All other just and lawful relief in law and in equity, general and specific, to which Plaintiff may be duly and justly entitled.

Respectfully submitted,

By:   
Brad Beckworth | State Bar No. 24001710  
bbeckworth@nixlaw.com  
Trey Duck | State Bar No. 24977234  
tduck@nixlaw.com  
Drew Pate | State Bar No. 24079111  
dpate@nixlaw.com  
Elecia Byrd | State Bar No. 24094031  
ebyrd@nixlaw.com  
Rachel Cross | State Bar No. 24135132  
rcross@nixlaw.com  
Matthew Guerra | State Bar No. 24138577  
mguerra@nixlaw.com

**NIX PATTERSON, LLP**  
8701 Bee Cave Road  
Building 1, Suite 500  
Austin, TX 78746  
Telephone: (512) 328-5333  
Facsimile: (512) 328-5335

-and-

Brent Goudarzi  
State Bar No. 00798218  
**GOUDARZI & YOUNG, L.L.P.**  
P. O. Drawer 910  
Gilmer, Texas 75644  
Telephone: (903) 843-2544  
Facsimile: (903) 843-2026  
goudarziyoung@goudarzi-young.com

**ATTORNEYS FOR PLAINTIFF**