



Notice of Service of Process

Transmittal Number: null [REDACTED]
Date Processed: 04/02/2025

Primary Contact: Katlin Curry
General Motors LLC
300 Renaissance Ctr
Detroit, MI 48243-0001

Entity: General Motors LLC
Entity ID Number 3113523

Entity Served: General Motors, LLC

Title of Action: [REDACTED] vs. General Motors LLC

Matter Name/ID: [REDACTED] vs. General Motors LLC [REDACTED]

Document(s) Type: Summons/Complaint

Nature of Action: Breach of Warranty

Court/Agency: U.S. District Court Western District, TX

Case/Reference No: [REDACTED]

Jurisdiction Served: Texas

Date Served on CSC: 04/01/2025

Answer or Appearance Due: 21 Days

Originally Served On: CSC

How Served: Certified Mail

Sender Information: Richard C Dalton LLC (Scott, LA)
337-371-0375

Client Requested Information: Year: 2020
Make: GMC
Model: Sierra 1500
VIN: [REDACTED]

Notes: Richard C Dalton LLC, 111 Park West Drive Scott, LA 70583

CSC Location Document Was Served: Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company, 211 E. 7th Street, Suite 620, Austin, TX 78701-3218

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To avoid potential delay, please do not send your response to CSC
251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

RICHARD C. DALTON, LLC
111 PARK WEST DR
SCOTT LA 70583-8902

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Mar 28 2025
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GENERAL MOTORS, LLC
Corporation Service Company
211 E 7TH ST STE 620
AUSTIN TX 78701-3218

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the
Western District of Texas

[REDACTED]

Plaintiff(s)

v.

GENERAL MOTORS LLC

Defendant(s)

Civil Action No. [REDACTED]

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) GENERAL MOTORS LLC
though its agent of service of process
Corporation Service Company
211 E. 7th Street, Suite 620
Austin, Texas 78701

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: RICHARD C. DALTON
RICHARD C. DALTON, LLC
111 PARK WEST DRIVE
SCOTT, LOUISIANA 70583

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT PHILIP J. DEVLIN

Date: 03/27/2025



Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. [REDACTED]

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

1 GENERAL MOTORS's agent for service of process is Corporation Service
2 Company, 211 E. 7th Street, Suite 620, Austin, Texas 78701.

3 **II. Jurisdiction**

4 3. This Court has federal question jurisdiction over the lawsuit under the Magnuson-
5 Moss Warranty Act pursuant to 15 USC § 2310(d); and 28 USC § 1331 in that the disputes involve
6 predominant issues of federal law, and the amount of controversy exceeds \$50,000.00.

7 Plaintiffs are seeking a rescission of the sale under Texas DTPA §17.50(b)(3) and
8 is seeking an order necessary to restore to them any money or property, real or personal, which
9 may have been acquired in violation of the Texas DTPA. Plaintiffs are also seeking treble damages
10 under Texas DTPA §17.50(b)(1), therefore, Plaintiffs' damages which will exceed \$100,000.00,
11 not including attorney fees and costs.

12 **III. Venue**

13 4. Venue is proper in this district under 28 U.S.C. §1391(a)(3) because the Defendant
14 is subject to personal jurisdiction in this district and there is no other district where the suit may
15 be brought.

16 **IV. Conditions Precedent**

17 5. All conditions precedents have been performed or have occurred.
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1 **V. Facts**

2 **A. The Transaction**

3 6. On [REDACTED] Plaintiffs purchased a new 2020 GMC SIERRA 1500
4 DENALI bearing VIN: [REDACTED] hereinafter "Subject Vehicle," from BROWN
5 BUICK GMC.

6 The Subject Vehicle was purchased primarily for Plaintiffs' personal use. The
7 purchase price was \$67,879. Civil or Punitive penalties for breach of warranty are recoverable
8 under the Warranty Act, if they are recoverable for breach of warranty under the applicable state
9 law. See [REDACTED], [REDACTED] (W.D. Ark. 1986);
10 Chariton Vet Supply, Inc. v. Moberly Motors Co., 2: [REDACTED] (E.D.
11 Mo. Apr. 15, 2009).

12 **B. Implied Warranties**

13 7. As a result of the sale of the Subject Vehicle by Defendant to Plaintiffs, an implied
14 warranty of merchantability arose in the transaction which included the guarantee that the Subject
15 Vehicle would pass without objection in the trade under the contract description; and that the
16 Subject Vehicle was fit for the ordinary purpose for which such Subject Vehicle are purchased.

17 8. Subsequent to the sale, an implied warranty arose in connection with the repairs
18 performed by the Defendant. Specifically, the Defendant impliedly warranted that the repair work
19 had been performed in a good and workmanlike manner.

20 **C. Express Warranties**

21 9. In addition to the implied warranties that arose in the transaction, certain
22 representations and express warranties were made, including, that any malfunction in the Subject

1 Vehicle occurring during a specified warranty period resulting from defects in material or
2 workmanship would be repaired, and that repair work on the Subject Vehicle had, in fact, repaired
3 the defects.

4 10. Plaintiffs' purchase of the Subject Vehicle was accompanied by express warranties
5 offered by the Defendant and extending to Plaintiffs. These warranties were part of the basis of the
6 bargain of Plaintiffs' contract for purchase of the Subject Vehicle.

7 11. The basic warranty covered any repairs or replacements needed during the warranty
8 period due to defects in factory materials or workmanship. Any required adjustments would also
9 be made during the basic coverage period. All warranty repairs and adjustments, including parts
10 and labor, were to be made at no charge. Additional warranties were set forth in the Defendant's
11 warranty booklet and owner's manual.

12 **D. Actionable Conduct**

13 12. In fact, when delivered, the Subject Vehicle was defective in materials and
14 workmanship, with such defects being discovered within the warranty periods. Many defective
15 conditions have occurred since purchase, including, but not limited to, the following:

- 16 A. **ENGINE DEFECTS, NON-CONFORMITIES, AND**
17 **CONDITIONS;**
- 18 B. **SUBJECT VEHICLE IN SHOP SINCE FEBRUARY**
19 **18TH FOR 2ND ENGINE REPLACEMENT;**
- 20 C. **THE SUBJECT VEHICLE IS CURRENTLY LOCATED**
21 **AT GREG LIAR BUICK GMC;**
- 22 D. **ANY AND ALL DEFECTS, NON-CONFORMITIES AND**
23 **CONDITIONS LISTED ON ANY AND ALL REPAIR**
24 **ORDERS;**
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1 13. Since purchase, Plaintiffs have returned the Subject Vehicle to the Defendant and
2 its authorized warranty service dealers for repairs on numerous occasions. Despite this prolonged
3 period during which the Defendant was given the opportunity to repair the Subject Vehicle the
4 more significant and dangerous conditions were not repaired. The Defendant failed to repair the
5 Subject Vehicle so as to bring it into conformity with the warranties set forth herein. From the date
6 of its purchase, the Subject Vehicle continues to this day to exhibit some or all of the non-
7 conformities described herein.

8 14. The defects experienced by Plaintiffs with the Subject Vehicle substantially
9 impaired its use, value and safety.

10 15. Plaintiffs directly notified the Defendant of the defective conditions of the Subject
11 Vehicle.

12 **VI. Causes of Action**

13 **COUNT 1: VIOLATIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT**

14 16. Plaintiffs re-allege and incorporate by reference herein each and every allegation
15 set forth in the preceding paragraphs.

16 17. Defendant violated the following provisions of the DTPA:

- 17 a. §17.50(1): the use or employment of a false, misleading, or deceptive acts
18 or practices as defined in §17.46(b)(5), §17.46(b)(6), §17.46(b)(7),
19 §17.46(b)(9), §17.46(b)(12), §17.46(b)(13), §17.46(b)(20), §17.46(b)(22)
20 and §17.46(b)(24) of the DTPA that were detrimentally relied upon by
21 Plaintiffs;
- 22
- 23 b. §17.50(2): breach of express warranty, as defined in §2.313 of the Tex Bus
24 and Com Code (the warranty failed of its essential purpose and Plaintiffs
25 were deprived of substantial value of bargain because the defect was not
26 corrected within reasonable time);
- 27
- 28 c. §17.50(2): breach of the implied warranty to perform repairs in a good and
29 workmanlike manner, as set forth in *Melody Home Mfg. Co. v. Barnes*, 741
30 S.W.2d 349, 354 (Tex. 1987);

- d. §17.50(2): breach of the implied warranty of merchantability as defined in §2.314 of the Texas Business and Commerce Code;
- e. §17.50(3): an unconscionable action or course of action as defined by §17.45(5); and
- f. §17.46(b)(12): misrepresenting agreements and legal rights.

18. Because of the inherent defects in the Subject Vehicle which defects existed at the time the Subject Vehicle was sold although not discovered until later, the Subject Vehicle was not merchantable in that it would not pass without objection in the trade under the contract description and it was not fit for the ordinary purpose for which such recreational vehicles are used. Furthermore, Defendant failed to perform the repair work in a good and workmanlike manner. This conduct by Defendant constitutes a breach of the implied warranties described above, which breach is actionable under DTPA § 17.50(a)(2).

19. The Defendant's statements that the Subject Vehicle's defects would be and had been repaired misrepresented the characteristics, uses, benefits, standard and quality of Defendant's services. For this reason, these representations were false, misleading and deceptive as defined in DTPA § 17.46(b)(5) and (7); and this conduct is actionable under DTPA § 17.50(a)(1).

20. The Defendant's acts or practices in the selling and/or repairing of the Subject Vehicle to Plaintiffs were unconscionable actions or courses of action because they took advantage of the Plaintiffs' lack of knowledge, ability, experience, or capacity of the Plaintiffsto a grossly unfair degree. For this reason, this transaction was unconscionable and is actionable under DTPA § 17.50(a)(3).

21. Plaintiffs further contend that Defendant's violations of the DTPA were committed knowingly and intentionally as those terms are defined in §17.45(9) and §17.45(13) of the DTPA

1 entitling Plaintiffs to seek civil penalties in trebling of their actual damages in accordance with the
2 DTPA.

3 22. This conduct was a producing and/or proximate cause of actual damages to
4 Plaintiffs, as set forth below.

5 23. Any purported waiver or limitation of rights under DTPA by the Defendant is a
6 violation of public policy under §17.42. WAIVERS: PUBLIC POLICY:

7 (a) Any waiver by a consumer of the provisions of this subchapter is contrary to public
8 policy and is unenforceable and void; provided, however, that a waiver is valid and
9 enforceable if:

- 10 (1) the waiver is in writing and is signed by the consumer;
11 (2) the consumer is not in a significantly disparate bargaining position;

12 and
13

- 14 (3) the consumer is represented by legal counsel in seeking or acquiring
15 the goods or services.
16

17 (b) A waiver under Subsection (a) is not effective if the consumer's legal counsel was
18 directly or indirectly identified, suggested, or selected by a Defendant or an agent
19 of the Defendant.
20

21 (c) A waiver under this section must be:
22

- 23 (1) conspicuous and in bold-faced type of at least 10 points in size;
24 (2) identified by the heading "Waiver of Consumer Rights," or words
25 of similar meaning; and
26

27 (3) in substantially the following form:
28 "I waive my rights under the Deceptive Trade Practices-Consumer
29 Protection Act, Section 17.41 et seq., Business & Commerce Code,
30 a law that gives consumers special rights and protections. After
31 consultation with an attorney of my own selection, I voluntarily
32 consent to this waiver.
33

34 (d) The waiver required by Subsection (c) may be modified to waive only specified
35 rights under this subchapter.
36
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1 24. Any purported limitation or reduction in the statute of limitations by the Defendant
2 under DTPA must not be less than two years under the Texas Civil Practice and Remedies Code
3 §16.070. Contractual Limitations Period:

4 (a) Except as provided by Subsection (b), a person may not enter a stipulation,
5 contract, or agreement that purports to limit the time in which to bring suit
6 on the stipulation, contract, or agreement to a period shorter than two years.
7 A stipulation, contract, or agreement that establishes a limitations period
8 that is shorter than two years is void in this state.

9
10 (b) This section does not apply to a stipulation, contract, or agreement relating
11 to the sale or purchase of a business entity if a party to the stipulation,
12 contract, or agreement pays or receives or is obligated to pay or entitled to
13 receive consideration under the stipulation, contract, or agreement having
14 an aggregate value of not less than \$500,000.

15
16 25. Under DTPA the statute of limitations is two years §17.565. LIMITATION:

17 **All actions brought under this subchapter must be commenced within two**
18 **years after the date on which the false, misleading, or deceptive act or practice**
19 **occurred or within two years after the consumer discovered or in the exercise**
20 **of reasonable diligence should have discovered the occurrence of the false,**
21 **misleading, or deceptive act or practice. The period of limitation provided in**
22 **this section may be extended for a period of 180 days if the Plaintiffs prove**
23 **that failure timely to commence the action was caused by the Defendant**
24 **knowingly engaging in conduct solely calculated to induce the Plaintiffs to**
25 **refrain from or postpone the commencement of the action.**

26
27 26. The limited remedy in Defendant's warranty fails of its essential purpose and
28 deprives Plaintiffs of the substantial value of the bargain because Defendant or its authorized
29 dealerships did not correct the defects within a reasonable time. Tex. Bus. and Com. Code § 2.719.
30 Therefore, any purported limitation of remedies is ineffective.

31 27. The exclusion of consequential and incidental damages is unconscionable and
32 therefore unenforceable.

1 28. Plaintiffs seek the remedy of rescission of the sales contract under §17.50(b)(3) and
2 seeks an order necessary to restore to Plaintiffs any money or property, real or personal, which
3 may have been acquired in violation of the Texas DTPA.

4 29. As a direct and proximate result of Defendant's willful violation of its obligations
5 under the DTPA, Plaintiffs have suffered actual, consequential and incidental damages, including
6 but not limited to money expended on the purchase of the Subject Vehicle, damages associated
7 with the inconvenience suffered as a result of the complete failure of the to operate properly, the
8 loss of use of the during the weeks it has been in the garage for repairs, the cost of repairs related
9 to these defects, loss of wages, mental anguish and attorneys' fees. Plaintiffs have incurred and
10 will continue to incur in order to protect their rights in this matter. The precise amount of damages
11 is unknown at the present time but is estimated to be in excess of \$300,000.00 and will be shown
12 according to proof at trial. Attorneys' fees, loss of use, interest, and other damages continue to
13 accrue.

14 30. Under the DTPA, Plaintiffs are entitled to recover a sum equal to the aggregate
15 amount of costs and expenses, including attorney's fees, if Plaintiffs prevail. As a proximate result
16 of Defendant's misconduct as alleged herein, and in an effort to protect their rights and to enforce
17 the terms of the agreement as more particularly set forth above, it has become necessary for
18 Plaintiffs to employ the legal services of Richard C. Dalton. Plaintiffs have incurred and continues
19 to incur legal fees, costs and expenses in connection therewith.

20 **COUNT 1: VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT**

21 31. Plaintiffs re-allege and incorporate by reference as though fully set forth herein
22 each and every allegation contained in the preceding paragraphs.

1 32. Plaintiffs are a "consumer" as defined in the Magnuson-Moss Warranty Act
2 (hereinafter "Warranty Act"), 15 U.S.C. § 2301(3).

3 33. Defendant is a "supplier" and "warrantor" as defined in the Warranty Act, 15 U.S.C.
4 § 2310(4) and (5).

5 34. The Subject Vehicle is a "consumer product" as defined in the Warranty Act, 15
6 U.S.C. § 2301(1), because it is normally used for personal purposes and Plaintiffs in fact purchased
7 it wholly or primarily for personal use.

8 35. The express warranties more fully described hereinabove pertaining to the Subject
9 Vehicle is a "written warranty" as defined in the Warranty Act, 15 U.S.C. § 2301(6).

10 36. The actions of Defendant in failing to tender the Subject Vehicle to Plaintiffs free
11 of defects and refusing to repair or replace the Subject Vehicle tendered to Plaintiffs constitute a
12 breach of the written and implied warranties covering the Subject Vehicle and hence a violation of
13 the Magnuson-Moss Warranty Act.

14 37. Plaintiffs have performed all things agreed to and required of them under the
15 purchase agreement and warranty, except as may have been excused or prevented by the conduct
16 of Defendant as herein alleged.

17 38. As a direct and proximate result of the acts and omissions of Defendant and each
18 of them as set forth hereinabove, Plaintiffs have been damaged hereinabove in an amount in excess
19 of \$100,000 according to proof at trial.

20 39. Pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C. § 2310(d)(2), Plaintiffs
21 are entitled to recover as part of the judgment costs and expenses of the suit including attorney's
22 fees based on actual time expended. As a proximate result of the misconduct of Defendant as
23 alleged herein, and in an effort to protect their rights and to enforce the terms of the agreement as

1 more particularly set forth above, it has become necessary for Plaintiffs to employ the legal
2 services of Richard C. Dalton. Plaintiffs have incurred and continue to incur legal fees, costs and
3 expenses in connection therewith.

4 **COUNT 2: BREACH OF EXPRESS WARRANTIES**

5 40. Plaintiffs re-allege and incorporate by reference as though fully set forth herein
6 each and every allegation contained in the preceding paragraphs.

7 41. The Defendant's advertisements and statements in written promotional and other
8 materials contained broad claims amounting to a warranty that the Subject Vehicle was free of
9 defects in materials and work quality at the time of delivery.

10 42. As alleged above, the Defendant breached its warranties by offering for sale, and
11 selling as safe to Plaintiffs a Subject Vehicle that was latently defective, unsafe, and likely to cause
12 economic loss to Plaintiffs.

13 43. In breach of the foregoing warranties, the Defendant has failed to correct said
14 defects.

15 44. The damages Plaintiffs have suffered are a direct and proximate result of
16 Defendant's actions in this matter include, but are not limited to, diminution in value of the Subject
17 Vehicle; costs of repairs; expenses associated with returning the Subject Vehicle for repeated repair
18 attempts; loss of wages; loss of use; damages; and attorney fees.

19 **COUNT 3: BREACH OF IMPLIED WARRANTIES**

20 45. Plaintiffs re-allege and incorporate herein by reference each and every allegation
21 set forth in the preceding paragraphs.

1 46. The Defendant impliedly warranted that the Subject Vehicle which it designed,
2 manufactured, and sold, was merchantable and fit and safe for their ordinary use, not otherwise
3 injurious to consumers, and would come with adequate safety warnings.

4 47. Any purported limitation of the duration of the implied warranties contained in the
5 written warranties given by Defendant are unreasonable and unconscionable and void under the
6 principles of estoppel, because Defendant knew the defects existed and might not be discovered,
7 if at all, until the Subject Vehicle had been driven for a period longer than the period of the written
8 warranty, and Defendant willfully withheld information about the defects from Plaintiffs.

9 48. Because of the defects, the Subject Vehicle is unsafe and unfit for use and has
10 caused economic loss to the Plaintiffs. Therefore, the Defendant breached the implied warranty of
11 merchantability.

12 49. The damages Plaintiffs have suffered are a direct and proximate result of
13 Defendant's actions in this matter include, but are not limited to, diminution in value of the Subject
14 Vehicle; costs of repairs; expenses associated with returning the Subject Vehicle for repeated repair
15 attempts; loss of wages; loss of use; damages; and attorney fees.

16 **VII. Economic and Actual Damages**

17 50. Plaintiffs sustained the following economic and actual damages as a result of the
18 actions and/or omissions of Defendant described herein above:

- 19 a. Out of pocket expenses, including but not limited to the money paid towards
20 the note securing the Subject Vehicle;
- 21 b. Loss of use;
- 22 c. Loss of the "benefit of the bargain";
- 23 d. Diminished or reduced market value; and



1 e. Costs of repairs.

2 **VIII. Damages for Mental Anguish**

3 51. Plaintiffs would further show false, misleading and deceptive acts, practices and/or
4 omissions described herein above were committed "knowingly," as provided by Section 17.45(9)
5 of the Texas Business and Commerce Code, in that Defendant had actual awareness of the falsity,
6 deception, or unfairness of such acts, practices, and/or omissions.

7 52. As a result of such acts, practices and /or omissions, Plaintiffs sustained a high
8 degree of mental pain and distress of such nature, duration and severity that would permit the
9 recovery of damages for mental anguish pursuant to Section 17.50(b) of the Texas Business and
10 Commerce Code, and for which Plaintiffs hereby sues in an amount in excess of the minimum
11 jurisdictional limits of this Court.

12 **IX. Request for Rescission of the Sale under Texas DTPA §17.50(b)(3)**

13 53. Plaintiffs are seeking a rescission of the sale under Texas DTPA §17.50(b)(3) and
14 is seeking an order necessary to restore to him any money or property, real or personal, which may
15 have been acquired in violation of the Texas DTPA.

16 54. Accordingly, Plaintiffs seek a cancellation of the purchase transaction and an order
17 of the court restoring to him the money obtained by Defendant as a result of its breach of Texas
18 DTPA as set forth above. Plaintiffs also seek cancellation of the debt and now offers to return the
19 Subject Vehicle to Defendants.

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1 **X. Multiple Damages**

2 55. The Defendant's conduct in violation of the DTPA was committed knowingly, as
3 that term is defined under Texas DTPA in that Defendant had actual awareness of the falsity,
4 deception, or unfairness of such acts, practices, and/or omissions.

5 56. Plaintiffs further show that such acts, practices, and/or omissions were committed
6 "intentionally" in that Defendant specifically intended that Plaintiffs act in detrimental reliance on
7 the falsity or deception or in detrimental ignorance of the unfairness.

8 57. Therefore, Plaintiffs are entitled to recover multiple damages as provided by
9 §17.50(b)(1) of the Texas Business and Commerce Code in an amount not to exceed three times
10 the amount of his economic damages.

11 **XI. Attorney Fees and Costs**

12 58. Plaintiffs are entitled to recover as part of the judgment, costs and expenses of the
13 suit including attorney's fees based on actual time expended. As a proximate result of the
14 misconduct of Defendant as alleged herein, and in an effort to protect their rights and to enforce
15 the terms of the agreement as more particularly set forth above, it has become necessary for
16 Plaintiffs to employ the legal services of Richard C. Dalton. Plaintiffs have incurred and continue
17 to incur legal fees, costs and expenses in connection therewith.

18 **XII. Prayer**

19 59. For these reasons, Plaintiffs pray for judgment against the Defendant for the
20 following:

- 21 a. For general, special and actual damages according to proof at trial;

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RESPECTFULLY SUBMITTED:

BY: /s/ *Richard C. Dalton*

Richard C. Dalton
Texas Bar No. 24033539
Louisiana Bar No. 23017
California Bar No. 268598
111 Park West Drive
Scott, LA 70583
rick@rickdalton.law
Tel [REDACTED]

ATTORNEY FOR PLAINTIFFS

REGISTERED MAIL™

