

CAUSE NO. **C-3626-20-G**

EVELYN NAJERA REYES, <i>individually</i>	§	IN THE DISTRICT COURT
AND <i>as next friend of</i> [REDACTED] REYES	§	
	§	
<i>Plaintiffs</i>	§	
	§	
v.	§	_____ JUDICIAL DISTRICT
	§	
PALM VALLEY ANIMAL SOCIETY	§	
	§	
	§	
<i>Defendant</i>	§	HIDALGO COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE COURT:

Plaintiff Evelyn Najera Reyes individually and as next friend of [REDACTED] Reyes, a minor child, files this Original Petition complaining of the conduct of Palm Valley Animal Society.

I. Discovery Control Plan

1. Plaintiff intends to conduct discovery under Level 2 pursuant to Texas Rule of Civil Procedure 190.3.

II. Parties

2. Plaintiff Evelyn Najera Reyes brings this case individually and as next friend of her daughter [REDACTED] Reyes, a minor child. Plaintiff and her daughter reside in Hidalgo County [REDACTED]

3. Defendant Palm Valley Animal Society is a Texas non-profit corporation whose registered office is located in Hidalgo County at 2501 W. Trenton Rd.,

C-3626-20-G

Edinburg, Texas 78539. Defendant may be served with process by serving its registered agent for service, Lisa Stone, in Hidalgo County at 2501 W. Trenton Rd., Edinburg, Texas 78539.

III. Venue

4. Venue is proper in Hidalgo County under Texas Civil Practice & Remedies Code section 15.002 because Defendant, a non-profit corporation, maintains its principal office in Hidalgo County and the acts and events complained of occurred in Hidalgo County, Texas.

IV. Facts

5. Palm Valley Animal Society (“PVAS”) operates two shelter facilities in Edinburg, Texas: PVAS Trenton Center and PVAS Laurie P. Andrews Center. PVAS provides municipal intake, shelter, and placement services for citizens of Edinburg, Hidalgo, Hidalgo County, La Joya, McAllen, Palmhurst, and Palmview. PVAS describes itself as “a lifesaving leader in south Texas dedicated to ending the killing of shelter animals in the Rio Grande Valley” that is committed to “progressive lifesaving.” PVAS covets this “no-kill” status and is willing to risk the health of both people and animals to achieve it.

6. PVAS has undertaken a laudable goal of saving animals to an unreasonable extreme by placing a higher value on that than on public safety. They regularly adopt out dogs they know are dangerous and with bite histories to unsuspecting members of the public without disclosing the dangerous histories of the dog.

C-3626-20-G

7. Even worse, PVAS misrepresents the dog's characteristics. They post pictures of the dog looking happy and wearing a bandana. They post the dog on social media in a way that gives the false impression the dog would be a good family pet when PVAS knows it has a history of aggressive behavior towards people and in some instances when the dog even has a bite history. Then, when potential adopters come to look at the dog, they make similar misrepresentations about how the dog would be a good family pet. They then try to cover their tracks with pre-printed forms and releases they put in the new owners' hands in a stack of other paperwork as they walk out the door. As a result, owners and dogs alike suffer. Owners or family or friends are attacked and lose the companion they were seeking with many developing a life-long fear of dogs. The dogs end up going in and out of shelters and from family to family which exacerbates the behavior problems they already have. Worse, the dog may simply be abandoned or killed.

8. PVAS has a contract with McAllen, Edinburg, Hidalgo County, and other Texas cities to take in a quota of around three- or four-thousand animals per year. For each animal PVAS takes in after they meet the quota, the city or county pays them an additional flat fee. They *always* go over the quota, and they *always* profit when they take another animal in. PVAS wants their community to think they are a purely charitable organization, but in reality, they have discovered a way to turn abandoned dogs into a multi-million-dollar cottage industry. PVAS has successfully monetized suffering while avoiding the oversight a government entity would have.

C-3626-20-G

9. **PVAS takes in “Bo” after owner surrender.** On June 17, 2020, PVAS received Bo from the local animal control. Records indicate the dog came in to PVAS on a catch pole, and his demeanor was aggressive towards people. PVAS records indicate that the dog was owner-surrendered to an Animal Control Officer in McAllen for aggression toward animals and livestock. Additional PVAS notes indicated that Bo was characterized as “aggressive, snaps, [and] growls.”

10. At the time, PVAS was calling the dog “Bo.” Bo’s ID number within the PVAS system was A44864298. Bo arrived at PVAS via animal control, and PVAS employee Natalie Stubbs classified his intake as “Owner Surrender.” PVAS kept Bo in an outdoor run with no protection from the sun in mid-June, and the dog suffered from heat exhaustion, requiring medical attention.

11. Initial intake exam indicated the dog was neutered and also had a Home Again microchip, which indicates he was possibly adopted from another shelter or rescue. Strangely, PVAS implanted a 24PetWatch microchip prior to the adoption. There is also a note in Bo’s record indicating that the dog was possibly going to be placed on transport, but the adoption trumped the transport. This is a common practice for PVAS.

12. No-kill shelters such as PVAS launder dogs with aggressive histories like criminals launder dirty money. They transport them to other no-kill shelters and frequently change their names in order to hide their aggressive backgrounds and launder them. The no-kill shelters usually do this in a swap where they trade undesirable dogs and launder them for each other.

C-3626-20-G

13. **Reyes adopts a dog for her family.** Adopting a dog was a big deal to Reyes and her family. She had discussed it at length with her partner Jorge—whether they could afford it, how much the children wanted a dog, and how much love and companionship a dog could bring into their family. Finally, on August 9, 2020, Evelyn Reyes adopted Bo from Palm Valley Animal Shelter (PVAS). She decided to re-name the dog “Max.” PVAS had been advertising Bo on Petfinder and on Petango, two adoption-advertisement websites. PVAS also advertises its dogs available for adoption on their Facebook page—and did this for Bo. The June 20, 2020 Palm Valley Animal Society Facebook post was shared at least 724 times on various social media platforms to include Facebook, Twitter, and Instagram. At no time did PVAS disclose that Bo was surrendered for aggression or that he exhibited aggressive behavior while in the shelter.

14. **PVAS lied.** Bo had been at PVAS since June 17, 2020 and had never been adopted—likely why PVAS were planning to transport him to another shelter for laundering. A PVAS employee named Evelyn Benavides facilitated the adoption. Reyes asked many questions to make sure the dog would be safe to have around her family and in her home. Reyes told Benavides that she had four children in her home under the age of ten and asked if the dog would be good around children. Benavides told Reyes that Bo was kid friendly, had no bite history, and was very playful—Benavides described Bo as a “good family dog.” This was a lie. PVAS’s own records indicate that Bo did have a history of aggression ever since PVAS took him in and was therefore dangerous. Bo was acting aggressively, snapping, and growling at the

C-3626-20-G

PVAS veterinarian who examined him. He was surrendered for being aggressive and PVAS's own records reflect this, including other notes about his aggressive behavior. Benavidez did not disclose any of this when talking to Reyes.

15. Reyes loved the dog. She relied completely on PVAS's representations that Bo was a "good family dog," especially since Reyes asked questions specifically regarding whether the dog had ever bitten anyone, or whether he would be a good fit for a family with four small children. This is precisely what Reyes should have done according to PVAS's literature, and she was entitled to truthful answers in return. Convinced by PVAS's enthusiastic "sell," Reyes decided to adopt the dog. As Reyes was leaving, PVAS handed her a stack of documents.

16. Those documents included a Pet Adoption Contract, and the dog's Medical Summary Report. The Adoption Contract states that "Any accompanying medical records provided, is the factual information PVAS staff have about this animal(s), at this time." This was a lie—PVAS had *much* more factual information about the dog and his dangerous behavior. That information, which PVAS concealed from Reyes through nondisclosure, clearly labels him as aggressive.

17. The Medical Summary Report states that Bo has no bite history, and simply states "Danger: No." Nowhere in the Medical Summary Report does it state that Bo had been taken in through animal control, nowhere in the Medical Summary Report does it show that he was described as aggressive by the intake staff, and Reyes was never told that Bo had a long history of aggressive behavior which he had previously been surrendered for. The Medical Summary Report is full of shorthand

C-3626-20-G

notes that an average person would not understand to mean anything. PVAS intentionally concealed their full knowledge concerning the dog's dangerous behavior.

18. **The dog attacks** [REDACTED] Eight days later, Max bit [REDACTED] on the face on August 17, 2020 when [REDACTED] leaned in to kiss the dog the way any child might. Evelyn Reyes went to bedroom to change the diaper on her youngest child. [REDACTED] and her two brothers, 9-year-old [REDACTED] and seven-year-old [REDACTED] were in the living room watching television. Reyes heard screaming—she rushed into the other room and saw her six-year-old daughter [REDACTED] bleeding out, with half her face hanging off. Reyes took Kleenex, applied pressure, and called 911 for an ambulance.

19. Reyes locked herself and all the kids in the nearby bedroom to avoid further attack. Meanwhile, a neighbor called the local police department. Police, animal control, and an ambulance all arrived together. Bo went berserk and animal control officers had to mace the dog repeatedly in order to control and detain him. After some time, the officers took the dog away. Donna Police described the dog as “very aggressive.”

20. Reyes rode with her daughter in the ambulance to the nearest hospital, McAllen Medical Center, for emergency care. After stabilizing [REDACTED] doctors at the emergency room had [REDACTED] transferred to the Edinburg Children's unit for plastic surgery to minimize scarring. [REDACTED] and her mother stayed in the hospital for four days, and finally went home on August 21, 2020. Due to the COVID-19 pandemic, nobody could visit [REDACTED] in the hospital, so Reyes stayed with her the entire time,

C-3626-20-G

alone. Being secluded in the hospital when she knew her other children were also traumatized by the event was devastating for Reyes.

21. **PVAS knew this could happen.** On her way out the door, PVAS also provided a volume of informational pamphlets to Reyes. One section deals with how to prevent dog bites on children. Reyes and her children did not break any of these rules—and the pamphlet says nothing about kissing a dog. The pamphlet says “When a child is bitten, both the child and the dog pay a high price. Even if the child is not physically damaged, he or she is still emotionally affected. The dog may end up homeless (and a poor adoption prospect) in a shelter or be destroyed as a future safety precaution.” This is a small example of how PVAS places a higher value on a dog’s adoptability than they do human safety—even the safety of children.

22. Another section of the pamphlet says that some dogs may not behave like a typical family dog. PVAS, then, is aware that not all homes are suitable—or safe—for just any dog. The same page sets forth a number of safety tips, none of which [REDACTED] violated before being bitten.

23. Incredibly, the pamphlet recommends consulting with the shelter about the home before adoption—that a shelter would know whether or not your home might be safe for a particular dog and its demeanor. Reyes *did* tell the shelter about the home and PVAS excitedly encouraged the adoption of a dog that was not at all suitable to be around four small children.

24. Subsequent adoptions demonstrate that PVAS is willing to do whatever it takes to achieve “no-kill” status. This process is called “dog-laundering.”

C-3626-20-G

25. When Reyes emailed PVAS to inform them that Bo bit her daughter and was taken away by animal control, PVAS Adoption Team Lead Renee Ramirez told Reyes that Bo was “back at Trenton and is under quarantine.” This was a half-truth, as Bo was already up for adoption. PVAS prefers to appear to be doing the right thing while furthering its own goals of mass-adoption and achieving “no-kill” status.

26. **PVAS immediately puts Bo back up for adoption.** On August 18, 2020, the day after Bo bit [REDACTED] he was listed as up for adoption on Petfinder.com. The following day on August 19, 2020, Bo was listed as up for adoption on Petango.com.

27. On August 22, 2020, PVAS published new photographs of Bo on the June 20, 2020 Palm Valley Animal Society Facebook post. This is alarming because Bo was required to be in a state-mandated 10-day quarantine after biting [REDACTED] however, it appears that Bo may have been removed from his PVAS quarantine kennel in violation of Texas Health & Safety Code section 826 for a photo session and play time with either a sprinkler or a hose. This violation, which is intended to protect the public from potential exposure to the deadly rabies virus, is exceptionally egregious given the fact that PVAS, by virtue of a Intergovernmental Cooperative Agreement, is designated as an authorized Local Rabies Control Authority representative for the City of Edinburg.

28. PVAS’ intent when they published new photographs of Bo during his quarantine impoundment was specifically designed to secure a live release of Bo with zero regard for public safety.

C-3626-20-G

29. PVAS' Facebook group, "The PVAS Partner Group", page typically features PVAS animals that need urgent placement or "live release" for reasons such as acute medical illness or injury as well as animals—usually dogs—with behavior issues, history of aggression to include but not limited to dogs who have attacked or killed other domestic pets or livestock, as well as dogs who have displayed aggressive behavior towards humans, have bite histories as well as prior bite quarantine holding periods at PVAS.

30. Ads for Bo did not indicate he would require a home which could deal with an aggressive dog. Instead, the ads were exactly the same. PVAS simply described Bo as neutered and included the same photographs of Bo which depict him as a happy, friendly animal. This, of course, was not true.

31. **PVAS allows Bo to be adopted again.** On September 1, 2020, PVAS adopted Bo out to another unsuspecting family. The adoption was made public on their Facebook page. At this time, PVAS turned off commenting on the post for Bo. It is unknown whether PVAS did this because he had been adopted, or because a number of users had started to discuss the fact that Bo had a confirmed history of biting people.

32. **Bo is returned to PVAS due to aggression towards people.** On September 9, 2020, Bo was once again surrendered to PVAS. The reason for surrender was that he was aggressive to people. This shows that even though Bo permanently disfigured a six-year-old girl with no provocation only twenty-three days earlier,

C-3626-20-G

PVAS still thought it was a good idea to allow Bo to be adopted out to another family. Business as usual—PVAS continued to move their product.

33. **PVAS allows Bo to be adopted *a third time*.** On September 12, 2020, PVAS adopted Bo out to another family. PVAS records again show that Bo has a bite history, and still characterized him as “aggressive.” This adoption, merely three days after Bo had been surrendered for being aggressive, and less than a month after Bo bit [REDACTED] Reyes on the face, shows not only that PVAS is willing to continue laundering these animals in order to obtain their “no-kill” status, but that they do not care if anyone gets hurt along the way. To PVAS, the “no-kill” status is more important than the well-being of people, and the well-being of the dogs.

34. **PVAS has acted with conscious indifference or reckless disregard for the safety of others.** PVAS has experience dealing with aggressive dogs. It has had numerous dogs returned for aggressiveness and knows aggressive dogs pose a risk to those who adopt them and other members of the community. Yet, PVAS routinely adopts aggressive dogs out, without taking reasonable measures to ensure they are not a danger to the community. They do not attempt to train the dog or make sure the aggression is no longer present. They do not disclose the aggression to the prospective owner. They do not screen the owner to make sure they have the experience and expertise to handle the dog. Instead, they post misleading photos and description of the dog to lure adopters in and they lie to them about the dog’s history all in an effort to have the dog adopted.

C-3626-20-G

35. This case is an example of PVAS's practice. PVAS knew Bo was aggressive. He was turned into PVAS for being aggressive. He was aggressive toward the PVAS staff after he was turned in. Yet, PVAS records indicate no efforts were undertaken through training or otherwise to change his behavior or make sure he was no longer aggressive. When Reyes came in to consider adoption, she told PVAS she had four young children and asked if Bo would be a good fit. PVAS did not disclose Bo's aggressive behavior to Reyes, but even worse, lied to her and said he would be a good pet for her family even though PVAS knew he would not be. After Bo bit [REDACTED] PVAS immediately put Bo back up for adoption even though he had bitten [REDACTED] and was aggressive toward the police officer who arrived on scene.

36. PVAS misrepresented Bo's behavior to the public by posting cute pictures of him smiling and wearing a bandana knowing full well that comments on social media would further mislead the public about Bo's behavior. Bo was adopted again, and almost immediately returned, on information and belief, because of his aggressive behavior. Still, PVAS took no corrective actions, but instead listed Bo again as being available for adoption using the same misleading tactics about his behavior and adopted him out yet again.

37. PVAS has taken the laudable goal of saving animals to an unsafe and reckless extreme. PVAS is knowingly putting the public at risk by adopting out dogs like Bo without taking any corrective action, without full disclosure, without any effort to make sure the adoptive home would be a good fit, and by lying about the dog's behavior. Such conduct is just as negligent and reckless as shooting fireworks

C-3626-20-G

in the city, speeding, or a myriad of other similar conduct that society cannot tolerate. PVAS might as well fire a machine gun into the air without caring where the bullets might fall. PVAS's conduct is essentially like selling a car when it knew the brakes would randomly fail every two weeks or so, and claiming it was a safe family car, then trying to cover its lies with a stack of paperwork handed to the purchaser on their way out the door.

38. The primary duty of any government is to protect the health and safety of its citizens. Here, PVAS acting on behalf of the government, is negligently, recklessly, and knowingly endangering public health and safety. PVAS knows full well that dangerous animals should not be released into the community. PVAS says so on its website; yet it is releasing dangerous animals into the community and lying to people like Reyes to do it.

39. PVAS cannot hide its reckless conduct behind a veneer of animal welfare and conservation. Its primary goal and function must be to be to help the governments it serves, and to protect public health and safety. PVAS must be held accountable to the communities it purports to serve. As it stands today, PVAS is failing those communities—and profiting from it.

C-3626-20-G

Count One: Negligence

40. PVAS owned a large-breed dog as part of its dog adoption program.

41. PVAS owed a duty to exercise reasonable care to prevent the dog from injuring others.

42. PVAS breached that duty by allowing the dog which it knew to be dangerous to be adopted out to Evelyn Najera Reyes' family.

43. PVAS's breach of that duty proximately caused plaintiff's injuries when the dog, without warning or provocation, attacked and bit [REDACTED] Reyes on the face causing multiple lacerations which required emergency medical care and subsequent reconstructive surgery. Plaintiff's injuries resulted in actual and non-economic damages within the jurisdictional limits of this Court.

44. **Exemplary damages.** Plaintiffs' injury resulted from PVAS's gross negligence, which entitles plaintiff to exemplary damages under Texas Civil Practice & Remedies Code section 41.003(a)(3). PVAS's act or omission in adopting out the dog while knowing of its dangerous propensities and failing to adequately warn the Reyes family of the same, when viewed objectively from PVAS's standpoint, involved an extreme degree of risk considering the probability and magnitude of the potential harm to others. PVAS had actual, subjective awareness of the risk of the dog causing serious injury to a person because they knew of its dangerous propensities, but proceeded with conscious indifference to the rights, safety, or welfare of others.

C-3626-20-G

Count Two: Fraudulent Inducement

45. PVAS fraudulently induced Reyes into signing the Adoption Contract for Bo by intentionally misrepresenting the dog's demeanor, aggression, and fitness for Reyes' family's home.

46. PVAS represented to Reyes that the dog was a "good family dog" and did not have any history of aggression.

47. PVAS's representation to Reyes was material because it was important to Reyes in making the decision to sign the Adoption Contract—if Reyes knew the dog was aggressive or had a history of biting, she would not have signed the Contract and adopted the dog.

48. PVAS's representation to plaintiff was a false statement of fact. The dog had a documented history of aggressive behavior and was not "family friendly" at all.

49. PVAS made the representation knowing it was false. PVAS knew, from its own records and examinations, that the dog had a documented history of aggressive behavior around people and would not be safe around small children. Alternatively, PVAS made the representation recklessly, as a positive assertion, and without knowledge of its truth.

50. PVAS intended for Reyes to rely on or had reason to expect plaintiff would act in reliance on the false representation. Defendant engages in a large volume of dog adoptions in Hidalgo County and is aggressively seeking to become classified as a "no-kill" shelter. In order to become classified as such, defendant must complete as many successful adoptions as possible to avoid the destruction of animals.

C-3626-20-G

PVAS intended for Reyes to rely on its representation that the 98-pound dog with a history of aggression was appropriate for a family with four small children because otherwise the adoption would have fallen through.

51. Reyes actually and justifiably relied on PVAS's false representation when she entered into the Adoption Contract, based on the representation, and agreed to adopt the dog from the shelter and took it home to her four small children.

52. PVAS's false representation directly and proximately caused injury to Reyes, which resulted in the following damages: actual and special damages, including past and future medical expenses, past and future pain and suffering, past and future mental anguish, physical disfigurement, and physical impairment. The fraud also voids the contract.

53. Reyes seeks damages within the jurisdictional limits of this Court.

54. **Exemplary damages.** Reyes' injury resulted from defendant's actual fraud, gross negligence, or malice, which entitles plaintiff to exemplary damages under Texas Civil Practice & Remedies Code section 41.003(a).

Count Three: Common-Law Fraud

55. PVAS represented to Reyes that the dog was a "good family dog" and did not have any history of aggression.

56. PVAS's representation to Reyes was material for the reasons described above and in Count Two.

57. PVAS's representation to plaintiff was a false statement of fact for the reasons described above and in Count Two.

C-3626-20-G

58. PVAS made the representation knowing it was false, as evidenced above and for the reasons described above and in Count Two.

59. PVAS intended for Reyes to rely on or had reason to expect plaintiff would act in reliance on the false representation, for the reasons described above and in Count Two.

60. Reyes actually and justifiably relied on PVAS's false representation for the reasons described above and in Count Two.

61. PVAS's false representation directly and proximately caused injury to Reyes for the reasons described in Count Two.

62. Reyes seeks damages within the jurisdictional limits of this Court.

63. **Exemplary damages.** Reyes' injury resulted from defendant's actual fraud, gross negligence, or malice, which entitles plaintiff to exemplary damages under Texas Civil Practice & Remedies Code section 41.003(a).

Count Four: Bystander Injury

64. PVAS's negligence (as described above) seriously injured and permanently disfigured Reyes's six-year-old daughter, [REDACTED]

65. Reyes was near the scene when the dog attacked [REDACTED] causing her injury.

66. Reyes contemporaneously witnessed the attack or otherwise experienced the shock of unwittingly coming upon the accident scene and suffered shock as a result of the direct emotional impact from seeing her daughter's face mauled by the dog.

C-3626-20-G

67. Reyes is [REDACTED] mother.

68. As a result of witnessing [REDACTED] injury, Reyes is entitled to mental-anguish damages.

Count Five: Negligent Misrepresentation

69. PVAS represented to Reyes that the dog was a “good family dog” and did not have any history of aggression.

70. PVAS made the representation in the course of PVAS’s business.

71. PVAS made the representation for the guidance of Reyes. The Medical Summary Report demonstrates that the dog’s demeanor was assessed by a veterinarian, and PVAS holds itself out as an authority in the community with regards to animal welfare and dog adoptions.

72. PVAS’s representation was a misstatement of fact. The dog had a documented history of aggressive behavior and was not “family friendly” at all.

73. PVAS did not use reasonable care in communicating the information to Reyes because PVAS did not inform Reyes that they knew the dog was aggressive and therefore not fit for her home.

74. Reyes actually and justifiably relied on PVAS’s representation when Reyes agreed to adopt the dog.

75. PVAS’s misrepresentation proximately caused injury to plaintiff, which resulted in the following damages: actual and special damages, including past and future medical expenses, past and future pain and suffering, past and future mental anguish, physical disfigurement, and physical impairment.

C-3626-20-G

76. Plaintiff seeks damages within the jurisdictional limits of this Court.

77. **Exemplary damages.** Reyes' injury resulted from defendant's actual fraud, gross negligence, or malice, which entitles plaintiff to exemplary damages under Texas Civil Practice & Remedies Code section 41.003(a)(3).

V. Jury Demand

78. Plaintiffs assert their right to a trial by jury under Article 1, Section 15 of the Texas Constitution and Texas Rules of Civil Procedure 216 and 217 and make this demand for a jury trial. Plaintiffs tendered the jury fee.

VI. Request for Disclosure and Preservation

79. Plaintiffs request that PVAS discloses, within 30 days of service of this request, the information or material described in Texas Rule of Civil Procedure 194.2.

80. PVAS is hereby given notice that any document or other material, including electronically stored information, that may be evidence or relevant to any issue in this case or reasonably expected to become issue to this case to be preserved in its present form until this litigation concludes.

VII. Rule 193.7 Notice

81. Plaintiffs provide notice to PVAS pursuant to Texas Rule of Civil Procedure 193.7 that Plaintiffs may utilize as evidence during the trial of this lawsuit all documents exchanged by the parties in written discovery in this case. Further, all documents produced will be considered self-authenticated unless a timely and proper objection is made.

C-3626-20-G

VIII. Prayer for Relief

82. Therefore, Plaintiffs respectfully request that Defendant is cited to appear and answer as required by law, and that on final trial, Plaintiffs have judgment against Defendant as follows:

- a. Damages in an amount within the jurisdictional limits of this Court;
- b. Exemplary damages;
- c. Pre- and post-judgment interest;
- d. Costs of suit; and
- e. Any other relief to which Plaintiffs are entitled.

Dated: October 19, 2020.

Respectfully Submitted,

/s/ John W. Thomas

JOHN W. THOMAS
State Bar No. 19856425
jt@twmattorneys.com

KURT D. METSCHER
State Bar No. 24099410
kurt@twmattorneys.com

THOMAS WILLIAMS MCCONNELL PLLC
114 W 7th St., Suite 1100
Austin, Texas 78701-3015
(512) 495-1407

ATTORNEYS FOR PLAINTIFF