

FILED

LISA MARIE ANTONICELLI
Plaintiff,

vs.

ROY JORGENSEN ASSOCIATES, INC.;
INFRASTRUCTURE CORPORATION OF
AMERICA; ICA MAINTENANCE, INC.;
TRINITY INDUSTRIES, INC.; and
TRINITY HIGHWAY PRODUCTS, L.L.C.

Defendant.

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IN THE DISTRICT COURT
OF DALLAS COUNTY, TEXAS

2013 JUN 27 PM 3:29

W. BRUCE HAMMONS
CLERK
DALLAS CO., TEXAS
[Signature]

298TH JUDICIAL DISTRICT

**DEFENDANT, TRINITY HIGHWAY PRODUCTS, L.L.C.'s
ANSWER and SPECIAL EXCEPTIONS TO PLAINTIFF'S ORIGINAL PETITION**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW the TRINITY HIGHWAY PRODUCTS, L.L.C., (herein "THP"), one of the Defendants in the above entitled and numbered cause, and files this its Special Exceptions and Original Answer, herein and for such Answer would respectfully show the Court as follows:

I. GENERAL DENIAL

1. Defendant THP, by authority of Rule 92 of the Texas Rules of Civil Procedure, exercises the right to generally deny each and every allegation stated by Plaintiff against it and, further, to require Plaintiff to prove such claims by a preponderance of the evidence. Defendant THP reserves the right to amend its pleadings as permitted by the rules.

II. ADMISSIONS AND DENIALS

2. Defendant THP agrees and admits that this matter should be governed under a Level 3 Discovery plan as stated by Plaintiff in Section 1.0 of the Plaintiff's Original Petition.

3. Defendant is without sufficient information to admit or deny statements in

Paragraphs 2.1 through 2.4 of Section 2.0 of the Plaintiff's Original Petition.

4. Defendant admits in part to Paragraph 2.5 and 2.6 of Section 2.0 of the Plaintiff's Original Petition. However, Defendant denies Trinity Industries, Inc. is a proper party to this suit.

5. Defendant admits to Plaintiff's allegation and statements regarding Jurisdiction and Venue, as to Trinity Defendants, in Section 3.0 of the Plaintiff's Original Petition.

6. Defendant is without information to admit or deny statements or allegations contained in Paragraphs 4.1 through 4.3 of Section 4.0 of the Plaintiff's Original Petition.

7. Defendant denies the allegations stated in Paragraphs 4.4 of Plaintiff's Original Petition.

8. Defendant is without information to admit or deny statements or allegations contained in Paragraphs 4.5 of Section 4.0 of the Plaintiff's Original Petition

9. Defendant is without sufficient information to admit or deny statements in paragraph 4.6 regarding the scheduled replacement or repair of the subject guardrail, however, Defendant denies all other allegations and statements made in Paragraphs 4.6 of Plaintiff's Original Petition.

10. Defendant is without sufficient information to admit or deny allegations or statements in paragraph 4.7 regarding the installation by Defendants RJA and ICA. Further, Defendant is also without sufficient information to admit or deny the allegations regarding an "impact head" as it has not been identified by Plaintiff to date. Defendant denies all other allegations and statements made in Paragraphs 4.6 of Plaintiff's Original Petition

11. Defendant denies the allegations and statements contained in Paragraphs 4.8 of Section 4.0 in Plaintiff's Original Petition.

12. Defendant denies the allegations and statements contained in Paragraphs 4.9 of Section 4.0 in Plaintiff's Original Petition.

13. Defendant denies the allegations and statements contained in Section 5.0 in Plaintiff's Original Petition.

14. Defendant is without sufficient information to admit or deny allegations or statements contained in Paragraphs 6.1, 6.2, 6.3, and 6.4 of Section 6.0 in Plaintiff's Original Petition.

15. Defendant denies the allegations and statements contained in Paragraphs 7.1, 7.2, 7.3, and 7.4, of Section 7.0 in Plaintiff's Original Petition.

III. SPECIAL EXCEPTIONS

16. Highway Products excepts to the Plaintiff's Original Petition in its entirety for the reason that it fails to specify the maximum amount of damages being sought from Defendant THP; THP is hereby deprived of fair notice, and under the provisions of Rule 47, Texas Rules of Civil Procedure, and calls upon Plaintiff to amend so as to specify the maximum amount being claimed.

Of which special exception, THP prays Judgment of the Court.

17. THP specially excepts to the prayer of Plaintiff's Original Petition and specifically to the portion thereof which states:

“Plaintiff request that Defendants be cited to appear and answer rant that on final trial Plaintiff have and recover:

- a. Judgment against Defendants, jointly and severally, for compensatory damages in an amount that exceed the minimum jurisdictional limits of the Court more fully set forth above;
- b. Prejudgment and post-judgment interest as provided by law;
- c. Cost of suit; and
- d. Such other and further relief to which the Plaintiff may be justly entitled.”

for the reason that it fails to specify the maximum amount of damages being sought from Defendant THP. THP is hereby deprived of fair notice, and under the provisions of Rule 47, Texas Rules of Civil Procedure, and calls upon Plaintiffs to amend so as to specify the maximum amount being claimed.

Of which special exception, THP prays Judgment of the Court.

IV. AFFIRMATIVE DEFENSES

18. Defendant asserts that Plaintiff has failed to make reasonable efforts to mitigate damages as required by law.

19. Defendant invokes §82.005 Tex. Civ. Prac. & Rem. Code requiring Plaintiff to prove that there was a safer alternative design that would have prevented or significantly reduces the risk of injuries to Plaintiff without substantially impairing the utility of the equipment in question; and, that such safer alternative design was economically and technologically feasible at the time the alleged equipment left the control of Defendant by the application of existing or reasonably achievable scientific knowledge.

20. Defendant invokes §82.008 et. seq. of the Civ. Prac. & Rem. Code. Trinity Highway Products, L.L.C. manufactures and sells certain highway safety products, however, it is unknown to Defendant at this time if the subject system impacted by plaintiff was a THP product. However, all highway guardrail and terminal systems manufactured by Trinity Highway Products, L.L.C. are subject to pre-market approval by the Federal Highway Administration, an agency of the federal government. Specifically, the Federal Highway Administration issues letters accepting highway products, including guardrail systems and end treatments, for use on the National Highway Systems (NHP), pursuant to NCHRP. Trinity Highway Products, L.L.C. fully

complies with Federal Highway Administration's procedures and requirements with respect to a product's pre-market approved. As previously stated, all of the guardrail endtreatment systems that Defendant THP makes available to the Texas Department of Transportation for selection, purchase, use, placement and installation on state highways have been approved by the Federal Highway Administration, pursuant to federal regulation. The plaintiffs have failed in their burden to rebut the presumption before filing this lawsuit.

21. At the time and on the occasion in question, Plaintiff failed to exercise that degree of care which a person of ordinary prudence would have exercised under the same or similar circumstances. Such failure on her part was the sole cause, sole proximate cause, or one of the proximate causes of the accident and any resulting injuries and damages.

22. Defendant would show that Plaintiff was liable for acts or conduct at the time and on the occasion in question which constitute negligence and was responsible for any event causing damage, injury or harm to herself and others and, consequently is subject to the doctrine of comparative responsibility. The Petition filed by Plaintiffs specifically states that the Plaintiff "lost the ability to control her vehicle" veering suddenly and hitting the guardrail.

23. Defendant asserts §97.002 of the Civ. Prac. & Rem. Code. In this case Trinity Highway Products, L.L.C. was a contractor who aided in the construction or repair of a highway, road or street for Texas Department of Transportation. As such, Trinity is not liable to a claimant for person injury, property damages, or death arising from the performance of the construction or repair if, at the time of the personal injury, property damages, or a death, the contractor is in compliance with contract documents. The Texas Department of Transportation approves and selects all guardrail end treatments that it contracts to purchase for construction installation on

Texas highways. Further, the Texas Department of Transportation (TX Dot) sets all specifications and procedures for construction of its highways, this includes guardrail and guardrail end treatments. To the extent that it is determined that the plaintiffs struck a guardrail end treatment, and it is further proved that this guardrail end treatment was manufactured by Defendant Trinity, such end treatment would have been purchased at the specification and direction of the Texas Department of Transportation at the time that it contracted and directed a construction, or repair of the highway.

24. Further answering herein, and in the alternative, Defendant THP says that the Plaintiffs' claims of injury and damage, if any, were the result of an unavoidable accident.

25. Pleading further, and in the alternative, if such be necessary, and subject to the foregoing and without waiving the same, Defendant THP would state that in the event it is held legally responsible to Plaintiff, any such responsibility being expressly denied by THP, then THP hereby invokes the current provisions of Chapter 33, Comparative Responsibility, of the Texas Civil Practice & Remedies Code, which provisions would entitle THP, among other things, to reduction for the negligence, liability, responsibility or other conduct alleged which is attributable to any other party or settling person or third party. Alternatively, THP would invoke the provisions of Chapter 32 and Chapter 33 of the Texas Civil Practice & Remedies Code as that Code affects the rights of contribution and indemnity between parties to litigation in the State of Texas and the provisions thereunder whereby THP is entitled to a credit for any settlement paid or to be paid to Plaintiff.

26. THP respectfully reserves the right to file an amended Answer in this cause in the manner authorized by the Texas Rules of Civil Procedure.

JURY DEMAND

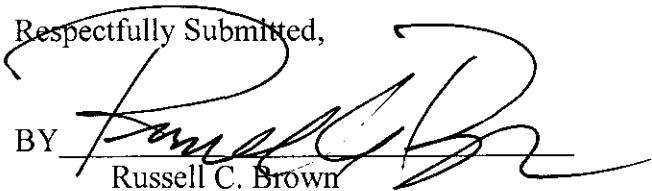
27. Trinity Highway Products, L.L.C., one of the Defendants herein, pursuant to the provisions of Rule 216 of the Texas Rules of Civil Procedure, hereby formally makes this demand and application for a jury by trial in the above entitled and numbered cause.

PRAYER

28. **WHEREFORE, PREMISES CONSIDERED**, Trinity Highway Products, L.L.C. prays that the Court grant its special exceptions, that Plaintiff be required to re-plead in conformity with THP's special exceptions, that Plaintiff take nothing by reason of this action, and that THP be awarded its reasonable and necessary attorney's fees and taxable costs of Court. THP further prays for such other relief at law or in equity to which THP may show itself to be justly entitled.

Respectfully Submitted,

BY


Russell C. Brown
State Bar No. 03167510

RUSSELL C. BROWN, P.C.
P.O. Box 1780
Henderson, Texas 75653-1780
(903)657-8553
(903)657-6003(fax)

**ATTORNEYS FOR
THE TRINITY DEFENDANTS**

CERTIFICATE OF SERVICE

A hereby certify that on this the 24th day of June, 2013, a true and correct copy of the foregoing document was forwarding via facsimile and Certified Mail, Return Receipt Requested to the following counsel of record:

SIMPSON BOYD & POWERS
105 North State Street, Suite B
Decatur, Texas 76234

KILGORE & KILGORE, P.L.L.C.
3109 Carlisle
Dallas, Texas 75204-2471


Russell C. Brown

LAW OFFICE OF RUSSELL C. BROWN

ATTORNEY AT LAW
P.O. BOX 1780
HENDERSON, TEXAS 75653-1780

Board Certified -
Personal Injury Trial Law
Texas Board of Legal Specialization

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GARY FITZSIMMONS
0154
Telephone (903) 657-8555
Telecopier (903) 655-0215
Russell@rcbrownlaw.com
DEPUTY

June 24, 2013

Mr. Gary Fitzsimmon
Dallas County District Clerk
600 Commerce Street, Suite 103
Dallas, Texas 75202

Via US Mail

Re: Antonicelli v. Roy Jorgensen Associates, Inc., et al
Cause No.: DC13-05900
298th Judicial District Court

Dear Clerk:

Enclosed please find the original and one copy of both Defendant, Trinity Highway Products and Trinity Industries, Inc.'s Answer and Special Exceptions to Original Petition. Please file the original of each answer with the Court and return the file marked copies in the self-address stamped envelope provided.

By copy of this letter all counsel of record are being notified of this filing.

Should the Court for any reason need to contact our office, please call the number listed above. Thank you in advance.

Sincerely,


Russell C. Brown

/MBP
Enclosures

Via CMRRR70110470000313242241
SIMPSON BOYD & POWERS
105 North State Street, Suite B
Decatur, Texas 76234

Via CMRRR 70110470000313242258
KILGORE & KILGORE, P.L.L.C.
3109 Carlisle
Dallas, Texas 75204-2471

2.3 Defendant Infrastructure Corporation of America is a corporation organized under the laws of the state of Tennessee with its principal place of business in Tennessee. Infrastructure Corporation of America may be served with process by serving its registered agent for service of process: Darrell K. Massengale, Infrastructure Corporation of America, 5110 Maryland Way, Suite 280, Brentwood, Tennessee 37027-2310.

2.4 Defendant ICA Maintenance, Inc. is a corporation organized under the laws of the state of Tennessee with its principal place of business in Tennessee. ICA Maintenance, Inc. may be served with process by serving its registered agent for service of process: Darrell K. Massengale, Infrastructure Corporation of America, 5110 Maryland Way, Suite 280, Brentwood, Tennessee 37027-2310.

2.5 Defendant Trinity Industries, Inc. is a corporation organized under the laws of the state of Delaware with its principal place of business in Dallas, Texas. Trinity Industries, Inc. may be served with process by serving its registered agent for service of process: CT Corp System, 350 N. St. Paul Street, Suite 2900, Dallas, Texas 75201-4234.

2.6 Defendant Trinity Highway Products, LLC, is a limited liability company organized under the laws of the state of Delaware with its principal place of business in Dallas, Texas. Trinity Highway Products, LLC may be served with process by serving its registered agent for service of process: CT Corp. System, 350 N. St. Paul Street, Suite 2900, Dallas, Texas 75201-4234.

3.0 Jurisdiction and Venue

3.1 This Court has jurisdiction over this matter for the reason that the amount in controversy exceeds the jurisdictional minimum of this court, exclusive of costs and interest, and

for the reason that one or more Defendants are residents of the State of Texas, maintain their principal place of business in Texas and/or are doing business in the State of Texas.

3.2 Venue is proper in Dallas County under Texas Civil Practice and Remedies Code §15.002(a)(1) because the automobile accident in question giving rise to Plaintiff's claim occurred in Dallas County. Additionally and alternatively, venue is also proper in Dallas County under Texas Civil Practice and Remedies Code §15.002(a)(2) because at least one Defendant is a resident of Dallas County. Venue as to all other Defendants is proper under Texas Civil Practice and Remedies Code §15.005.

4.0 The Occurrence

4.1 This case arises out of an accident that occurred on September 1, 2012 near the 4000 block of US Highway 80 near the Big Town Blvd. exit in Mesquite, Dallas County, Texas.

4.2 At the time of the accident, Plaintiff was driving a 2011 Nissan Versa [VIN 3N1BC1AP9BL432189 and License Number BBR9901] eastbound on US Highway 80.

4.3 Shortly after continuing right onto US Highway 80 just after the split from Interstate 30, Plaintiff (a diabetic) experienced a sudden drop in blood sugar. In response, Plaintiff attempted to disengage her cruise control mechanism so that she could slow her vehicle and pull over. However, before she could do so, Plaintiff lost the ability to control her vehicle, which veered suddenly to the left and into a guardrail located on the left side of the highway.

4.4 At the time of the accident, the guardrail and impact head in question was defective and unreasonably dangerous. As a result of this condition, instead of performing as intended, the guardrail penetrated the vehicle through the right floorboard area. This penetration continued into the passenger compartment and impaled Plaintiff, causing massive injuries.



4.5 As a result of the incident, Plaintiff is now a paraplegic. She has sustained serious and permanently disabling injuries that will impact her for the rest of her life.

4.6 On or after March 6, 2012, the guardrail in question was scheduled to be repaired and/or replaced. According to the Texas Department of Transportation, Defendant Roy Jorgensen Associates, Inc. (as General Contractor)(hereinafter Defendant RJA) and Defendant Infrastructure Corporation of America and/or ICA Maintenance, Inc. (as Sub-contractor) (collectively referred to hereinafter as Defendant ICA) performed maintenance work to repair and/or replace the guardrail. The guardrail installed contained an “impact head” designed to prevent penetration of the guardrail into vehicles in the event of any accident. However, in the accident that occurred less than six months after this work was done, the “impact head” and guardrail failed to perform as intended by penetrating the passenger compartment and causing serious injury to Plaintiff. The condition of the guardrail as left behind by Defendant RJA and Defendant ICA was a dangerous condition that remained as of September 1, 2012.

4.7 The “impact head” system installed by Defendant RJA and Defendant ICA was designed, manufactured and marketed by Defendant Trinity Industries and/or Defendant Trinity Highway Products, LLC (collectively referred to herein as Defendant Trinity). As intended, the “impact head” is designed to extrude the guardrail through the head so that the guardrail flattens out into a ribbon, which allows the energy from the impact to be absorbed and prevent the guardrail from penetrating the vehicle upon impact.

4.8 Due to design changes made by Defendant Trinity in approximately 2005, however, the “impact head” has on numerous occasions failed to perform as intended. As a result, instead of flattening out into a ribbon upon impact, the guardrail acts like a spear in

penetrating the vehicle upon impact. This creates an unreasonable risk of serious injury to occupants of vehicles that impact the guardrail.

4.9 On September 1, 2012, Plaintiff sustained serious injuries from the guardrail when it penetrated her vehicle upon impact. The impact head failed to perform as intended, which caused the head to separate from the guardrail. Upon separation, the guardrail acted as a spear and penetrated Plaintiff's vehicle. This penetration resulted from the defective and dangerous condition put in place by Defendants on or after March 6, 2012.

5.0 Conditions Precedent

5.1 All conditions precedent have been performed or have occurred. TEX.R.CIV.P. 54.

6.0 Cause of Action – Defendant RJA/Defendant ICA

6.1 Defendant RJA and Defendant ICA had a duty to exercise ordinary care with respect to the maintenance work performed on or after March 6, 2012, including the installation of the guard rail at the location of the accident. Defendant RJA and Defendant ICA breached that duty by failing to exercise ordinary care in the selection and/or installation of the guardrail in question. Defendant RJA and Defendant ICA also breached this duty by leaving behind a guardrail that presented an unreasonably dangerous condition to members of the driving public.

6.2 Defendant RJA and Defendant ICA owed a duty to avoid creating a dangerous condition through its work in placing and installing the guardrail at the location in question. Defendant RJA and Defendant ICA breached that duty by failing to exercise ordinary care in the selection and/or installation of the guardrail in question. Defendant RJA and Defendant ICA also breached this duty by leaving behind a guardrail that presented an unreasonably dangerous condition to members of the driving public.

6.3 Defendant RJA and Defendant ICA voluntarily undertook the duty to ensure that a reasonably safe guardrail was installed at the location in question. Defendant RJA and Defendant ICA knew or should have known that a reasonably safe guardrail was necessary for the protection of the driving public on US Highway 80. Defendant RJA and Defendant ICA failed to exercise ordinary care in performing its duty to ensure that a reasonably safe guardrail was installed at the location in question. This failure increased the risk of harm to members of the driving public on US Highway 80, including Plaintiff. To the extent necessary, Plaintiff invokes the doctrine of voluntary undertaking as set forth in Restatement (Second) of Torts §323.

6.4 The acts or omissions in breach of duties owed by Defendant RJA and Defendant ICA set forth above were a proximate cause and cause-in-fact of the injuries sustained by Plaintiff when her car impacted the guardrail on September 1, 2012.

7.0 Cause of Action – Defendant Trinity

7.1 Defendant Trinity had a duty to exercise ordinary care in the design, testing, marketing and distribution of the impact head system to ensure that it was not unreasonably dangerous for its intended and foreseeable use on the highways of the State of Texas. Defendant Trinity knew, or in the exercise of ordinary care should have known, that the impact head system as re-designed in approximately 2005 was defective and unreasonably dangerous to members of the driving public, including Plaintiff. Defendant Trinity breached its duty or ordinary care by placing the impact head system into the stream of commerce in a defective and unreasonably dangerous condition. This negligence on the part of Defendant Trinity was a proximate cause and cause-in-fact of the injuries sustained by Plaintiff when her car impacted the guardrail on September 1, 2012.

7.2 Defendant Trinity is the manufacturer of the guardrail and impact head system installed by Defendant RJA and Defendant ICA at the location in question on or after March 6, 2012. It was foreseeable to Defendant Trinity that accidents would occur involving impact between vehicles and guardrails placed along the highways of the State of Texas. Defendant Trinity defectively designed, manufactured, assembled, marketed and/or distributed the guardrail and impact head system when it modified the product in approximately 2005 in a manner that prevents the impact head system from operating as intended. As such, Defendant Trinity is liable under the doctrine of strict product liability. To the extent necessary, Plaintiff invokes the doctrine of strict product liability as set forth in Restatement (Second) of Torts §402A and Restatement (Third) of Torts: Product Liability §1-§2. The defective nature of the guardrail and impact head system was a producing cause and cause-in-fact of the injuries sustained by Plaintiff when her car impacted the guardrail on September 1, 2012.

7.3 The Texas Uniform Commercial Code provides for an implied warranty of merchantability on products sold in Texas. As such, there was an implied warranty that the guardrail and impact head system was merchantable. Defendant Trinity breached this implied warranty because the guardrail and impact head system was of such condition as to render it unfit for the ordinary purpose for which it was to be used. This breach of the implied warranty of merchantability by Defendant Trinity was a producing cause and cause-in-fact of the injuries sustained by Plaintiff when her car impacted the guardrail on September 1, 2012.

7.4 The Texas Uniform Commercial Code provides for an implied warranty of fitness for a particular purpose on products sold in Texas. As such, there was an implied warranty that the guardrail and impact head system was fit for the particular purpose of use on roadways such as US Highway 80. Defendant Trinity had reason to know the particular purpose for which the

guardrail and impact head system was intended, and that users like Plaintiff would rely on the skill and judgment of Defendant Trinity to select or furnish a suitable guardrail. Defendant Trinity breached this implied warranty because the guardrail and impact head system in question was not suitable for use on US Highway 80. This breach of the implied warranty of fitness for a particular purpose by Defendant Trinity was a producing cause and cause-in-fact of the injuries sustained by Plaintiff when her car impacted the guardrail on September 1, 2012.

8.0 Damages

8.1 As a result of the occurrence in question, Plaintiff sustained severe, permanent and disabling injuries.

8.2 As a result of these injuries, Plaintiff is entitled to recover compensatory damages in an amount that exceeds the jurisdictional minimum of this court for each of the following elements:

- (a) the cost of reasonable and necessary medical care sustained in the past and that in reasonable probability will be sustained in the future;
- (b) the lost earnings and loss of earning capacity sustained in the past; and loss of earning capacity that, in reasonable probability, will be sustained in the future;
- (c) physical impairment sustained in the past; and physical impairment that, in reasonable probability, will be sustained in the future;
- (d) disfigurement sustained in the past; and disfigurement that, in reasonable probability, will be sustained in the future;
- (e) physical pain sustained in the past; and physical pain that, in reasonable probability, will be sustained in the future;
- (f) mental anguish sustained in the past; and mental anguish that, in reasonable probability, will be sustained in the future.

8.3 Plaintiff is also entitled to pre-judgment and post-judgment interest at the highest rates allowed by law.

9.0 Demand for Jury

9.1 Plaintiff hereby makes demand for her right to a trial by jury afforded by the Texas Constitution and the United States Constitution and tenders the requisite fee to the district clerk concurrent with the filing of this Original Petition.

10.0 Request for Disclosure

10.1 Pursuant to Texas Rule of Civil Procedure 194, Defendant RJA is requested to disclose all information as provided by Rule 194.2 within fifty (50) days of being served with a copy of this request and this Original Petition.

10.2 Pursuant to Texas Rule of Civil Procedure 194, Defendant ICA is requested to disclose all information as provided by Rule 194.2 within fifty (50) days of being served with a copy of this request and this Original Petition.

10.3 Pursuant to Texas Rule of Civil Procedure 194, Defendant ICA Maintenance is requested to disclose all information as provided by Rule 194.2 within fifty (50) days of being served with a copy of this request and this Original Petition.

10.4 Pursuant to Texas Rule of Civil Procedure 194, Defendant Trinity Industries, Inc. is requested to disclose all information as provided by Rule 194.2 within fifty (50) days of being served with a copy of this request and this Original Petition.

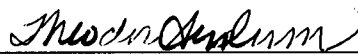
10.5 Pursuant to Texas Rule of Civil Procedure 194, Defendant Trinity Highway Product, LLC, is requested to disclose all information as provided by Rule 194.2 within fifty (50) days of being served with a copy of this request and this Original Petition.

PRAYER

WHEREFORE, Plaintiff request that Defendants be cited to appear and answer and that on final trial Plaintiff have and recover:

- a. Judgment against Defendants, jointly and severally, for compensatory damages in an amount that exceeds the minimum jurisdictional limits of the Court more fully set forth above;
- b. Prejudgment and post-judgment interest as provided by law;
- c. Costs of suit; and
- d. Such other and further relief to which Plaintiff may be justly entitled.

Respectfully submitted,



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ATTORNEYS FOR PLAINTIFF