

CAUSE NO. 112423-CC

RONALD LANDIS,

Plaintiff,

v.

CITY OF FORNEY,

Defendant.

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IN THE DISTRICT COURT OF

KAUFMAN COUNTY, TEXAS

Kaufman County - County Court at Law

\_\_\_\_\_ JUDICIAL DISTRICT

**PLAINTIFF’S ORIGINAL PETITION**

**I.**

**INTRODUCTION**

Ronald Landis (“Plaintiff”) files this Original Petition against City of Forney (“Defendant”).

**II.**

**DISCOVERY CONTROL PLAN**

1. Plaintiff intends to conduct discovery under Level 3 of Texas Rule of Civil Procedure 190.4.

**III.**

**PARTIES**

2. Plaintiff is an individual and a citizen of Rockwall County, Texas. The last three numbers of his social security number are 095 and the last three numbers of his Texas driver’s license are 407.

3. Defendant is an incorporated municipality located in Kaufman County, in the State of Texas. Defendant may be served with process, including citation and a copy of this lawsuit, by serving the City Secretary, Dorothy Brooks, at 101 Main Street East, Forney, Texas 75126. Tex. Civ. Prac. & Rem. Code § 17.024(b).

**IV.**

**JURISDICTION**

4. The Court has jurisdiction over this action because the amount in controversy, exclusive of interest and costs, is within the jurisdictional limits of the Court.

5. Plaintiff seeks monetary relief over \$1,000,000.00.

**V.**

**VENUE**

6. Venue is proper in Kaufman County because (a) Defendant's principal place of business is in Kaufman County,<sup>1</sup> and (b) all or a substantial part of the events and omissions giving rise to Plaintiff's claims occurred in Kaufman County.<sup>2</sup>

**VI.**

**BACKGROUND FACTS**

7. Plaintiff worked for Defendant as a firefighter/paramedic from December 12, 2012 until he was wrongfully terminated on May 17, 2021. Plaintiff was 53 years old at the time of his termination. Plaintiff suffers from a heart condition and regularly takes blood pressure medication.

8. On September 18, 2020, Plaintiff suffered a heart attack on the job while fighting a fire. Plaintiff was in the hospital for six days, three of which were in the intensive care unit. While in the hospital, Plaintiff was informed that he had 100% blockage in one of his main arteries, caused by fighting the fire. Until this time, Plaintiff was in good health and always passed his annual Huguley health assessment with superior ratings. Plaintiff had also checked out fine on a full body scan in 2019.

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<sup>1</sup> TEX. CIV. PRAC. & REM. CODE § 15.002(a)(2).

<sup>2</sup> TEX. CIV. PRAC. & REM. CODE § 15.002(a)(1).

9. After Plaintiff's heart attack, Plaintiff either called, texted, or emailed Chief Briggs or the Assistant Chief Pyle to notify them of his status each week that he remained out of work.

10. Due to his doctor's restrictions, Plaintiff was unable to return to work as an active firefighter. Plaintiff's doctor told him that fighting the fire was the cause of his heart attack, and that between his age and the extreme heat conditions of being a firefighter, it was too much for Plaintiff's body to handle on a daily basis going forward.

11. In January 2021, Plaintiff found out that the Assistant Fire Marshal was leaving to work for another city.

12. In February 2021, Plaintiff went to see Chief Briggs and spoke with him about his heart condition and his doctor's concerns of him returning to work as an active firefighter. Plaintiff and Chief Briggs discussed the Fire Marshal position and Plaintiff told Chief Briggs that he was very interested in the position. Chief Briggs told Plaintiff he had to fill the position fast and that he was going outside of the department to get someone with all of the certifications.

13. In March 2021, a second position was approved by City Council for the Fire Marshal's office and the Chief sent an email to all firefighters asking if anyone would be interested in filling the position. The Chief indicated that the City would work with anyone interested in getting their Police and Investigator Certification, as well as Inspector and/or any other certifications needed. Plaintiff immediately responded to the email stating that he was interested in the position; however, Plaintiff did hear back from Chief Briggs about the position.

14. On several different occasions, Plaintiff asked Chief Briggs and Michelle Jenkins (HR) what was needed from his doctor for him to return to work, but Plaintiff never received a call back from Ms. Jenkins. When Plaintiff mentioned this to Chief Briggs, he told Plaintiff that

Ms. Jenkins was busy with new hires. Eventually, Chief Briggs responded and told Plaintiff that he would need a NFPA 1582. This was very confusing to Plaintiff, as Plaintiff had already told Chief Briggs in February that his doctor would release him to work as a Fire Marshal but not to fight structure fires, which is outlined in NFPA 1582. Chief Briggs told Plaintiff that, if his doctor would not sign off on him returning as a NFPA 1582 Firefighter, Plaintiff could not test or be considered for the Fire Marshal position.

15. Plaintiff's doctor released him to return to work as a fire inspector or fire marshal, but Defendant would not let Plaintiff apply for any positions until he was cleared by his doctor to return to work as an active firefighter. During that time, there were two open fire inspector positions that Plaintiff repeatedly informed Chief Briggs he was interested in, and Plaintiff even mentioned his interest in the positions as early as an hour after the positions were posted. One of the positions was eventually filled by a younger, non-disabled person for whom Defendant waived certain position requirements because the person did not pass the fire department's agility test two years prior. Defendant refused to consider Plaintiff for the fire marshal position, as well as other positions that were open during that time.

16. On April 28, 2021, Plaintiff received a call and was notified that he needed to meet with Chief Briggs and Assistant Chief Pyle the following day. On April 29, 2021, Plaintiff met with both Chiefs and was told that Plaintiff needed to return to work on May 9, 2021, or his position would be terminated. Plaintiff again asked about the secondary Fire Marshal position, but Chief Briggs told Plaintiff he was not eligible for the position because they had not received the NFPA 1582 for him. Interviews for the secondary Fire Marshal position were set to start on Monday, May 3, 2021, according to Chief Briggs.

17. On May 5, 2021, Plaintiff met with Ms. Jenkins and asked about other jobs. When Plaintiff arrived, he noticed that applications were still available in the corridor for the public to pick up and apply for the Fire Marshal position. This implied that the Fire Marshal position was still open, and the City was still accepting applications. Plaintiff asked Ms. Jenkins about the Fire Marshal position, but she said she did not know anything about that position and that she had nothing to do with that decision. The only position Ms. Jenkins discussed with Plaintiff was a groundskeeper position that paid \$12.73 an hour, working 40 hours a week instead of the 56 hours a week worked in Fire positions. Plaintiff asked Ms. Jenkins if that was the only job Defendant had to offer him. Ms. Jenkins clarified that she was not actually offering that position to Plaintiff and he would have to submit an application for the position, as though Plaintiff had never before worked for Defendant. Although there were other positions open, such as Communications Officer, Inspector/Investigator, Utility Billing Manager, Fire Investigator/Inspector, Police Officer, Ms. Jenkins would not discuss those positions with Plaintiff.

18. On May 12, 2021, Plaintiff received a letter from Defendant notifying him that his employment had been terminated. The letter stated that Plaintiff's employee benefits were effective until May 31, 2021, but his long-term disability insurance had been terminated since December 31, 2020.

19. On May 20, 2021, Plaintiff contacted Mutual of Omaha Long-Term Disability to inquire about why his workers' compensation benefits had stopped, and Plaintiff was told that it was because his employment with the Defendant had ended. Plaintiff had not received any notification that his workers' compensation benefits had stopped. Plaintiff was also not advised until after that fact that he could have received a portion of Long-Term Disability benefits at the

same time as receiving workers' compensation benefits. Plaintiff called within the grace period for receiving Long-Term Disability and was ultimately approved to receive those benefits.

## VII.

### CONDITIONS PRECEDENT

20. Plaintiff filed the attached Charge of Discrimination with the Equal Employment Opportunity Commission, and this Charge was dual filed with the Texas Workforce Commission pursuant to those agencies' work sharing agreement.

21. The Charge was filed within 180 days after Plaintiff was terminated.

22. The EEOC has issued a Notice of Right to Sue on the Charge.

23. More than 180 days have passed since the Charge was filed and no action has been taken by the TWC.

24. Plaintiff has timely exhausted all of his administrative remedies.

## VIII.

### CAUSES OF ACTION

#### **A. Cause of Action—Disability Discrimination—Failure to Engage in Required Interactive Process—TCHRA<sup>3</sup>**

25. Plaintiff incorporates each of the foregoing paragraphs.

26. Plaintiff informed Defendant of his disability and need for a reasonable medical accommodation.

27. Defendant refused to engage in the required interactive process with Plaintiff concerning his request for a reasonable medical accommodation.

28. Defendant's actions violated section 21.051 of the Texas Labor Code.

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<sup>3</sup> Texas Commission on Human Rights Act.

**B. Cause of Action—Disability Discrimination—Failure to Accommodate—TCHRA**

29. Plaintiff incorporates each of the foregoing paragraphs.
30. Plaintiff requested a reasonable medical accommodation.
31. Defendant refused to provide Plaintiff with a reasonable medical accommodation.
32. Defendant's actions violated section 21.051 of the Texas Labor Code.

**C. Cause of Action—Disability Discrimination—TCHRA**

33. Plaintiff incorporates each of the foregoing paragraphs.
34. Defendant discriminated against Plaintiff because of his disability, and/or perceived disability, and/or record of a disability, and/or because it regarded him as disabled.
35. Defendant's actions violated section 21.051 of the Texas Labor Code.

**D. Cause of Action—Wrongful Termination—Disability Discrimination—TCHRA**

36. Plaintiff incorporates each of the foregoing paragraphs.
37. Defendant terminated Plaintiff's employment because of his disability, and/or perceived disability, and/or record of a disability, and/or because it regarded him as disabled.
38. Defendant's actions violated section 21.051 of the Texas Labor Code.

**E. Cause of Action—Discrimination—TCHRA**

39. Plaintiff incorporates each of the foregoing paragraphs.
40. Defendant discriminated against Plaintiff because of his age.
41. Defendant's actions violated section 21.051 of the Texas Labor Code.

**F. Cause of Action—Wrongful Termination—Discrimination—TCHRA**

42. Plaintiff incorporates each of the foregoing paragraphs.
43. Defendant terminated Plaintiff's employment because of his age.
44. Defendant's actions violated section 21.051 of the Texas Labor Code.

**G. Cause of Action—Unlawful Retaliation—TCHRA**

45. Plaintiff incorporates each of the foregoing paragraphs.

46. Plaintiff engaged in protected activity as set forth in Texas Labor Code section 21.055.

47. In response, Defendant retaliated against Plaintiff and ultimately terminated his employment.

48. Defendant's actions violated section 21.055 of the Texas Labor Code.

**IX.**

**DAMAGES**

49. Plaintiff incorporates each of the foregoing paragraphs.

50. Defendant's actions violated the TCHRA, which entitles Plaintiff to recover from Defendant back pay, front pay, compensatory damages, as well as pre-judgment and post-judgment interest.

51. Because Defendant's actions were done with malice and/or reckless indifference to Plaintiff's state-protected rights, Plaintiff is entitled to recover from Defendant punitive damages.

52. Plaintiff seeks all damages available to him under the TCHRA.

53. Because Defendant's actions were done with actual malice, Plaintiff is entitled to recover punitive damages from Defendant.

54. Plaintiff seeks all damages available to him under the Texas Anti-Retaliation Statute.

**X.**

**ATTORNEYS' FEES AND COSTS**

55. Plaintiff incorporates each of the foregoing paragraphs.



56. Plaintiff retained the services of undersigned counsel to prosecute his claims.

57. Pursuant to Texas Labor Code section 21.259, Plaintiff is entitled to recover a reasonable attorneys' fee from Defendant, including reasonable expert fees.

## **XI.**

### **INJUNCTIVE AND DECLARATORY RELIEF**

58. Plaintiff incorporates each of the foregoing paragraphs.

59. Plaintiff requests the Court enter an order providing injunctive and declaratory relief including, but not limited to:

- a. Prohibiting Defendant from engaging in unlawful discrimination;
- b. Reinstating Plaintiff's employment with Defendant with backpay;
- c. Reporting to the Court on the manner of compliance with the terms of a final order issued by this Court;
- d. Paying court costs;
- e. A declaration that Defendant violated Plaintiff's rights under Chapter 21 of the Texas Labor Code, engaged in unlawful employment discrimination, and considered an illegal factor in terminating Plaintiff's employment; and
- f. Any additional equitable relief the Court deems proper.

## **XII.**

### **RESPONDEAT SUPERIOR**

60. Plaintiff incorporates each of the foregoing paragraphs.

61. Defendant is liable for the acts and/or omissions of its respective agents, representatives, employees, servants, and officers.

**XIII.**

**PRESERVATION OF EVIDENCE**

62. Defendant 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 is to be preserved in its present form until this litigation is concluded.

**XIV.**

**NOTICE PURSUANT TO RULE 193.7**

63. Plaintiff provides notice to Defendant pursuant to Rule 193.7 of the Texas Rules of Civil Procedure that Plaintiff may utilize as evidence during the trial of this lawsuit all documents exchanged by the parties in written discovery in this case.

**XV.**

**JURY DEMAND**

64. Plaintiff demands a trial by jury.

**XVI.**

**PRAYER**

65. Plaintiff respectfully requests that Defendant be cited to appear and answer, and that upon final trial of this matter, the Court enter judgment awarding Plaintiff:

- A. Back pay and front pay (including benefits);
- B. Compensatory damages;
- C. Punitive damages;
- D. Reasonable attorneys' fees and expert fees;
- E. Injunctive and declaratory relief, including but not limited to, an Order:
  - a. Prohibiting Defendant from engaging in unlawful discrimination;

- b. Reinstating Plaintiff's employment with Defendant with backpay;
  - c. Reporting to the Court on the manner of compliance with the terms of a final order issued by this Court;
  - d. Paying court costs;
  - e. A declaration that Defendant violated Plaintiff's rights under Chapter 21 of the Texas Labor Code, engaged in unlawful employment discrimination, and considered an illegal factor in terminating Plaintiff's employment; and
  - f. Any additional equitable relief the Court deems proper;
- F. Court costs;
- G. Pre-judgment and post-judgment interest at the rate set by law; and
- H. All legal or equitable relief this Court deems proper.

Respectfully submitted,

/s/ Jamie J. Gilmore

Jamie J. Gilmore

State Bar No. 24045262

[jgilmore@galyen.com](mailto:jgilmore@galyen.com)

Brittney L. Thompson

State Bar No. 24104618

[bthompson@galyen.com](mailto:bthompson@galyen.com)

**BAILEY & GALYEN**

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Dallas, TX 75207

Telephone: 214-252-9099

Facsimile: 214-520-9941

**ATTORNEYS FOR PLAINTIFF**

# EEOC DALLAS DISTRICT OFFICE RECEIVED 08/12/2021

EEOC Form 5 (11/09)

<h2 style="margin: 0;">CHARGE OF DISCRIMINATION</h2> <p style="font-size: small; margin: 0;">This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.</p>	<p>Charge Presented To: Agency(ies) Charge No(s):</p> <p><input type="checkbox"/> FEPA <span style="float: right;">450-2021-05584</span></p> <p><input checked="" type="checkbox"/> EEOC</p>
<p><b>Texas Workforce Commission Civil Rights Division</b> and EEOC</p> <p style="font-size: x-small;">State or local Agency, if any</p>	

Name (indicate Mr., Ms., Mrs.) <b>Ronald Landis</b>	Home Phone (Incl. Area Code) [REDACTED]	Date of Birth [REDACTED]
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Street Address City, State and ZIP Code

[REDACTED]

Named is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I Believe Discriminated Against Me or Others. (If more than two, list under PARTICULARS below.)

Name <b>City of Forney</b>	No. Employees, Members <b>15+</b>	Phone No. (Include Area Code) <b>972-552-6481</b>
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Street Address City, State and ZIP Code

**101 East Main Street, Forney, Texas 75216**

**Human Resources: Michelle Jenkins – michellejenkins@cityofforney.org**

Name	No. Employees, Members	Phone No. (Include Area Code)
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Street Address City, State and ZIP Code

<p>DISCRIMINATION BASED ON (Check appropriate box(es).)</p> <p> <input type="checkbox"/> RACE    <input type="checkbox"/> COLOR    <input type="checkbox"/> SEX    <input type="checkbox"/> RELIGION    <input type="checkbox"/> NATIONAL ORIGIN  <input checked="" type="checkbox"/> RETALIATION    <input checked="" type="checkbox"/> AGE    <input checked="" type="checkbox"/> DISABILITY    <input type="checkbox"/> GENETIC INFORMATION  <input type="checkbox"/> OTHER (Specify)         </p>	<p>DATE(S) DISCRIMINATION TOOK PLACE</p> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; font-size: x-small;">Earliest</td> <td style="text-align: center; font-size: x-small;">Latest</td> </tr> <tr> <td style="text-align: center;"><b>12/31/2020</b></td> <td style="text-align: center;"><b>05/17/2021</b></td> </tr> </table> <p style="text-align: center;"><input type="checkbox"/> CONTINUING ACTION</p>	Earliest	Latest	<b>12/31/2020</b>	<b>05/17/2021</b>
Earliest	Latest				
<b>12/31/2020</b>	<b>05/17/2021</b>				

THE PARTICULARS ARE (If additional paper is needed, attach extra sheet(s)):

**Personal Harm:**  
I worked for the City of Forney ("City") as a firefighter/paramedic from December 12, 2012 until my employment was wrongfully terminated on Monday, May 17, 2021. I am 53 years old. I suffer from a heart condition and take blood pressure medication as a result of my heart attack.

On Friday, September 18, 2020, I suffered a heart attack on the job while fighting a fire, resulting in me being in ICU for three days and then another three days in the hospital, out of ICU. While in the hospital, I was informed that I had 100% blockage in one of my main arteries, caused by fighting the fire. Until this time, I was in good health and always passed my annual Huguley health assessment with superior ratings, as well as my full body scan the year before. After that fire, every week I was out from work I either called, texted, or emailed Chief Briggs or the Assistant Chief Pyle to notify them of my status.

Due to my doctor's restrictions, I was unable to return to work as an active firefighter. My doctor told me that fighting the fire was the cause of my heart attack, and that between my age and the extreme heat conditions of being a firefighter it is too much for my body to handle on a daily basis going forward.

<p>I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.</p> <p>I declare under penalty of perjury that the above is true and correct.</p> <p>08/12/2021 <span style="float: right;"><i>Ronald Landis</i></span></p> <p style="font-size: x-small; margin-top: 10px;">Date <span style="float: right;">Charging Party Signature</span></p>	<p>NOTARY – When necessary for State and Local Agency Requirements</p> <p>I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.</p> <p>SIGNATURE OF COMPLAINANT</p> <p style="text-align: center;"><i>Ronald Landis</i></p> <p>SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (month, day, year)</p>
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# EEOC DALLAS DISTRICT OFFICE

## RECEIVED 08/12/2021

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**Texas Workforce Commission Civil Rights Division** \_\_\_\_\_ and EEOC

*State or local Agency, if any*

In January 2021, I found out that John, the Forney Fire Marshal, was leaving to work for the City of Rowlett. In February, I went to see Chief Briggs and spoke with him about my heart condition and my doctor's concerns of me returning to work as an active firefighter. We discussed the Fire Marshal position and I told him that I was very interested in the position. Chief Briggs told me he had to fill the position fast and that he was going outside of the department to get someone with all of the certifications.

In March 2021, a second position was approved by City Council for the Fire Marshal's office and the Chief sent an email to all firefighters asking if anyone would be interested in filling the position, and that the City would work with anyone interested to get their Police Inspector Certification. I immediately responded to the email stating that I was interested in the position, but I didn't hear back from Chief Briggs. On several different occasions, I asked the Chief and Michelle Jenkins (HR) what was needed from my doctor for me to return to work for this job, but I never received a call back from Michelle. When I mentioned this to the Chief, he stated that Michelle was busy with new hires. Eventually, Chief Briggs responded and told me that I would need a NFPA 1582. This was very confusing to me as I told him back in February that my doctor would release me to work as a Fire Marshall but not to fight structure fires, which is outlined in NFPA 1582. Chief Briggs told me that if my doctor would not sign off on me returning as a NFPA 1582 Firefighter I could not test or be considered for the Fire Marshal position.

My doctor released me to return to work as a fire inspector or fire marshal, but the City of Forney would not let me apply for any positions until I was cleared by my doctor to return to work as an active firefighter. During that time, there were two open fire inspector positions that I repeatedly informed the Fire Chief I was interested in taking, and even mentioned my interest in the positions to the Fire Chief as early as an hour after the positions were posted. The position was eventually filled by a younger, non-disabled person for whom the City of Forney waived certain of the positions requirements because the person did not pass the fire department's agility test two years prior. The City of Forney refused to consider me for the fire marshal position, as well as other positions that were open during that time.

On April 28, 2021, I received a call and was notified that I needed to meet with Chief Briggs and Pyle the following day. On April 29, 2021, I met with both Chiefs and was told that I needed to return to work on May 9th or my position would be terminated. I again asked about the secondary Fire Marshal position, but the Chief said that they had not received the NFPA 1582 for me, so I was not eligible. Interviews for the secondary Fire Marshal position would start Monday, May 3, 2021.

On May 5, 2021, I met with Michelle and asked about other jobs. I asked her about the Fire Marshal position, but she said she didn't know anything and that she had nothing to do with that decision. The only position she discussed with me was a groundskeeper position that paid \$12.73 an hour, working 40 hours a week instead of the 56 hours a week worked in Fire positions. I asked Ms. Jenkins if that was the only job the City had to offer me. She told me it was not being offered to me and that I would have to submit an application for the position, as though I had never before worked for the City. Although there were other positions open, such as Communications Officer, Inspector/Investigator, Utility Billing Manager, Fire Investigator/Inspector, Police Officer, she would not discuss them with me.

On Wednesday, May 12, 2021, I received a letter from the City notifying me that my employment with the City of Forney had been terminated. The letter stated that my employee benefits were effective until May 31, 2021, but my long-term disability insurance had been terminated since December 31, 2020.

<p>I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.</p> <p>I declare under penalty of perjury that the above is true and correct.</p>	<p>NOTARY – <i>When necessary for State and Local Agency Requirements</i></p> <p>I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.</p> <p>SIGNATURE OF COMPLAINANT</p> <p style="text-align: center;"><i>Ronald Landis</i></p> <p>SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (month, day, year)</p>
<p>08/12/2021</p> <hr style="width: 100%;"/> <p style="text-align: center;"><i>Ronald Landis</i></p> <p style="text-align: center; font-size: small;">Date <span style="margin-left: 150px;">Charging Party Signature</span></p>	

EEOC DALLAS DISTRICT OFFICE  
RECEIVED 08/12/2021

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CHARGE OF DISCRIMINATION

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Charge Presented To: Agency(ies) Charge No(s):

FEPA  
 EEOC

Texas Workforce Commission Civil Rights Division

and EEOC

State or local Agency, if any

On May 20, 2021, I contacted Mutual of Omaha Long Term Disability again and told them that my workers' compensation benefits stopped, and I was told that it was because my employment with the City of Forney had ended. I have since also been denied long-term disability benefits because of the City of Forney's termination.

**Respondent's Reason for Adverse Action:**

None.

**Discrimination Statement:**

I have been discriminated against and harassed because of my disability (heart condition) and my age (53) in violation of the Americans with Disabilities Act, Age Discrimination in Employment Act, and the Texas Commission on Human Rights Act.

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

I declare under penalty of perjury that the above is true and correct.

08/12/2021

*Ronald Landis*

Date

Charging Party Signature

NOTARY – When necessary for State and Local Agency Requirements

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

SIGNATURE OF COMPLAINANT

*Ronald Landis*

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE  
(month, day, year)

### Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Jamie Gilmore on behalf of Jamie Gilmore  
Bar No. 24045262  
jgilmore@galyen.com  
Envelope ID: 70165531  
Status as of 11/15/2022 8:29 AM CST

Associated Case Party: Ronald Landis

Name	BarNumber	Email	TimestampSubmitted	Status
Jamie J.Gilmore		jgilmore@galyen.com	11/14/2022 6:18:19 PM	SENT
Eli Rodriguez		elirodriguez@galyen.com	11/14/2022 6:18:19 PM	SENT
Brittney L.Thompson		bthompson@galyen.com	11/14/2022 6:18:19 PM	SENT