

EA05-005
TEXAS INSTRUMENT
10/3/2005
EXHIBIT ATTACHMENT

PRESSURE SWITCH COMPARISON CHART												
TY P/N	CUSTOMER PART NO.	CUSTOMER	fnct	Activation Release DMT			base color/ flg/contact	port fitting/hexcap detail				OTHER
				* = 105C calibration ** = 125C calibration (psig)	(psig)	(psig)		(type/PN/number)	thread	hex	flgsh	
77PSL2-1	F2VC-9F924-AB	Ford PC	brake	90-160	20 min		brown/pos 2	J512/36900-1	3/8-24 M	9/16	Zn/yellow	snap, m-m
77PSL3-1	F2AC-9F924-AA	P/C - EN33	brake	90-200	20 min		nat'l N/pos 2	J512/36900-1	3/8-24 M	9/16	Zn/yellow	snap, m-m
77PSL3-3	F3TA-9F924-CA	L/T - F-series	brake	200-300	40 min		red N/pos 1	J512/36900-1	3/8-24 M	9/16	Zn/yellow	snap, m-m

**CASES/CLAIMS INVOLVING SUBJECT AND OTHER
VEHICLES EQUIPPED WITH 77PSL3-3 SWITCH**

CLAIM/ LAWSUIT	MAKE/ MODEL	DATE OF LOSS	VIN
Lawsuits			
Alaniz	97 F-150	11/26/04	1FTDX08W8VKA52123
Angelle	97 F-150	6/20/03	1FTDX1769VK
Barrios	02 F-150	6/7/05	1FTRW07322K
Bradberry	00 Expedition	4/2/05	1FMRU1FLOYL
Edinger	00 F-150	11/18/04	1FTZX1721YKA
Everts	97 F-150	5/31/02	1FTDX1765VK
Fabain	98 Expedition	05/23/03	1FMPI18L2W
Greenberg	00 Expedition	9/24/04	1FMRU1765Y
Johnson	97 Expedition	7/22/03	1FMEU1763V
Mohlis	96 F150	5/2/05	1FTEX14NXT
PatMat	01 Expedition	11/24/04	1FMRU15W81
Rodriguez	00 F-150	11/14/03	1FTRX17L2YK
Salinas	00 F-150	11/12/03	1FTRX17WOY
Walton	99 Explorer	1/30/05	1FMDU32E6X
Woodard/Collins	00 Explorer	7/16/04	Unknown
Claims			
Casada	00 F-150. Recall repair done, to TF's knowledge.	8/6/05	Unknown
Couret	98 F150	4/7/05	1FTZF1722WK
Farrack	Expedition. Model year unknown	7/10/05	Unknown
Fiebrich	01 F-150	1/11/05	1FERW07W01
Garney	98 F150	6/29/05	Unknown
Garwood	00 Expedition	1/27/05	Unknown
Guilhoux	00 Expedition	10/31/04	1FMRU15L74L
Lucio	00 Excursion	11/2/04	1FMNU42S4Y
Orozecho	01 F-150	9/12/05	Unknown
Ragland	00 Expedition	1/2/05	Unknown
Ruchti	94 F-150	7/21/05	1FTEX15NXP
Spears	98 Explorer	6/2/05	1FMZU32E8W
Westbrook	00 F-150	6/12/04	1FTRX17L7Y

Dismissed				
Pruitt	96 F-150	8/1/99	1FTEF15Y5TL	
Bendele/Rodriguez	00 Expedition	7/28/03	Unknown	
Wallace	00 F-150	10/6/03	1FTRX18L1YK	

EXHIBIT 3**Component Suppliers for 77PSL3-3 Switch¹**

Item	Description	Supplier	Contact Information	Comments
27406-1	Converter	K.F. Bassler	45 John William Street Attleboro, MA 02703-3753	Supplier until 9/03, when company was sold to Brainin Advance Industries
27406-1	Converter	Brainin Advance Industries	48 Frank Mossberg Drive Attleboro, MA 02703-3753 Alan Huffenus 508-226-1200	Became supplier in 9/03 following purchase of K.F. Bassler
27639-1	Washer	Diemasters	2100 Touhy Avenue, Elk Grove Village Illinois 60007-5325 Virgil Delay 847-640-9900	
27713-1	Cup	Valentine Tool	171 W Main Street Norton, MA 02766-0469 Chuck Valentise 508-285-6911	
36656-35	Disc (Pressure Set)	TI		
36656-41	Disc (Pressure Set)	TI		

¹ Except as indicated in chart, all suppliers provided the component identified throughout the period of production of the subject switches.

36900-1	Hexport	Textron Fastening Systems (formerly known as Elco Textron)	1111 Samuelson Road Rockford, IL 61125 Les Whyte 203-272-5076	
73958-2	Spacer	E. I. Dupont De Nemours & Co.	P.O. Box 93244 Chicago, IL 60673-3244 Tom Clyde 740-474-0228	
74176-1	Seal	E. I. Dupont De Nemours & Co.	P.O. Box 93244 Chicago, IL 60673-3244 Tom Clyde 740-474-0228	
74353-1	Gasket	Parker Hannifin (formerly Parker JBL)	J B L Div, W Croft Circle Dr. P.O. Box 15009 Spartanburg, SC 29302-0201 Steve Williams 781-769-7610	
36888-1	Stationary Terminal	K.F. Bassler	45 John William Street Attleboro, MA 02703-3753	Supplier until 9/03, when company was sold to Brainin Advance Industries
36888-1	Stationary Terminal	Brainin Advanced Industries	48 Frank Mossberg Drive Attleboro, MA 02703-3753 Alan Huffenus 508-226-1200	Became supplier in 9/03 following purchase of K.F. Bassler
28744-1	Movable Contact	Deringer	155 Deringer Drive Marshall, NC 28753 Derek Larson 847-566-4100	

36887-1	Movable Terminal	K.F. Bassler	45 John William Court Attleboro, MA 02703-3753	Supplier until 9/03, when company was sold to Brainin Advance Industries
36887-1	Movable Terminal	Brainin Advanced Industries	48 Frank Mossberg Drive Attleboro, MA 02703-3753 Alan Huffenus 508-266-1200	Became supplier in 9/03 following purchase of K.F. Bassler
36889-1	Spring Arm	Brush Wellman - TI	180 Passaic Avenue Fairfield, NJ 07004 1-800-526-2538	
74916-1	Rivet	John Haasall	Cantiague Road P.O. Box 698 Westbury, NY 11590-0698 516-334-6200	
46515-3	Base	Nypro Chihuahua RL de CV	RFC#, Ave. Hemingway 11517 Complejo Industrial Chihuahua Chihuahua, 31109 MEXICO Adrian Salinas 011 528-818-122-5700	Became supplier in December 2004; TI previously manufactured part
74078-SEL	Transfer Pin	Paratech	15940 Minnesota Avenue Paramount, CA 90723 Steve Park 562-633-2045	
74247-4	Environmental Seal	Parker Hannifin (formerly known as Parker JBL)	J B Div. W. Croft Circle Drive P.O. Box 15009 Spartanburg, SC 29302-0201 Steve Williams 781-769-7610	

74797-1	Crimp Ring	Valentine Tool	171 W Main Street Norton, MA 02766-0469 Chuck Valentine 508-285-6911	
74888-1	Thread Cap	Caplugs	2150 Elmwood Avenue Buffalo, NY 14207 John Kort 716-876-9855	

Exhibit 4

SHIPMENTS OF 77PSL3-3 SWITCHES 2001-2005

MONTH/YEAR	TOTAL NUMBER OF UNITS SHIPPED	NUMBER OF UNITS SHIPPED TO MANUFACTURER	
January 2001	131,910	Bosch Braking Systems	60,480
		Ford Motor Company	8,070
		Tokico (USA) Inc.	63,360
February 2001	104,880	Bosch Braking Systems	77,280
		Tokico (USA) Inc.	27,600
March 2001	135,120	Bosch Braking Systems	80,640
		Ford Motor Company	480
		Tokico (USA) Inc.	54,000
April 2001	145,920	Bosch Braking Systems	73,920
		Ford Motor Company	720
		Tokico (USA) Inc.	71,280
May 2001	154,560	Bosch Braking Systems	77,280
		Ford Motor Company	480
		Tokico (USA) Inc.	76,800
June 2001	105,840	Bosch Braking Systems	43,680
		Ford Motor Company	6,480
		Tokico (USA) Inc.	55,680
July 2001	103,440	Bosch Braking Systems	50,400
		Ford Motor Company	7,200
		Tokico (USA) Inc.	45,840
August 2001	198,240	Bosch Braking Systems	110,880
		Ford Motor Company of Canada	240
		Ford Motor Company	2,160
		Tokico (USA) Inc.	84,960
September 2001	144,480	Bosch Braking Systems	70,560
		Ford Motor Company	480
		Tokico (USA) Inc.	73,440
October 2001	167,760	Bosch Braking Systems	94,080
		Ford Motor Company	480
		Tokico (USA) Inc.	73,200
November 2001	168,960	Bosch Braking Systems	110,880
		Ford Motor Company	2,160
		Tokico (USA) Inc.	55,920
December 2001	72,115	Ford Motor Company of Canada	115
		Ford Motor Company	4,320
		Tokico (USA) Inc.	67,680

January 2002	138,240	Bosch Braking Systems	63,840
		Ford Motor Company	2,160
		Tokico (USA) Inc.	72,240
February 2002	135,620	Bosch Braking Systems	63,840
		Ford Motor Company of Canada	260
		Ford Motor Company	3,120
		Tokico (USA) Inc.	68,400
March 2002	145,920	Bosch Braking Systems	70,560
		Ford Motor Company	2,880
		Tokico (USA) Inc.	72,480
April 2002	167,040	Bosch Braking Systems	87,360
		Ford Motor Company	3,360
		Tokico (USA) Inc.	76,320
May 2002	96,720	Bosch Braking Systems	77,280
		Ford Motor Company	960
		Tokico (USA) Inc.	18,480
June 2002	83,450	Bosch Braking Systems	50,400
		Ford Motor Company of Canada	650
		Ford Motor Company	3,840
		Tokico (USA) Inc.	28,560
July 2002	125,280	Bosch Braking Systems	60,480
		Ford Motor Company	2,400
		Tokico (USA) Inc.	62,400
August 2002	136,320	Bosch Braking Systems	47,040
		Ford Motor Company	4,800
		Tokico (USA) Inc.	84,480
September 2002	115,200	Bosch Braking Systems	36,960
		Ford Motor Company	4,080
		Tokico (USA) Inc.	74,160
October 2002	86,160	Bosch Braking Systems	30,240
		Ford Motor Company	4,080
		Tokico (USA) Inc.	51,840
November 2002	1,200	Tokico (USA) Inc.	1,200
December 2002	3,120	Ford Motor Company	2,160
		Tokico (USA) Inc.	960

January 2003	1,680	Ford Motor Company	1,680
February 2003	3,120	Ford Motor Company	3,120
March 2003	2,880	Ford Motor Company Tokico (USA) Inc.	1,680 1,200
April 2003	3,860	Ford Motor Company of Canada Ford Motor Company Tokico (USA) Inc.	500 2,160 1,200
May 2003	2,160	Ford Motor Company	2,160
June 2003	7,200	Ford Motor Company Tokico (USA) Inc.	6,000 1,200
July 2003	3,600	Ford Motor Company	3,600
August 2003	3,840	Ford Motor Company Tokico (USA) Inc.	2,640 1,200
September 2003	7,320	Ford Motor Company Tokico (USA) Inc.	6,120 1,200
October 2003	3,690	Ford Motor Company of Canada Ford Motor Company Tokico (USA) Inc.	190 2,300 1,200
November 2003	4,540	Ford Motor Company Tokico (USA) Inc.	3,580 960
December 2003	7,830	Ford Motor Company of Canada Ford Motor Company Tokico (USA) Inc.	250 4,460 3,120
January 2004	3,040	Ford Motor Company Tokico (USA) Inc.	2,080 960
February 2004	9,120	Bosch Braking Systems Ford Motor Company Tokico (USA) Inc.	960 4,320 3,840
March 2004	8,230	Ford Motor Company of Canada Ford Motor Company Tokico (USA) Inc.	200 6,590 1,440
April 2004	6,330	Bosch Braking Systems Ford Motor Company Tokico (USA) Inc.	720 3,210 2,400

May 2004	2,700	Ford Motor Company Tokico (USA) Inc.	1,500 1,200
June 2004	8,970	Bosch Braking Systems Ford Motor Company of Canada Ford Motor Company Tokico (USA) Inc.	2,160 195 5,175 1,440
July 2004	11,810	Bosch Braking Systems Ford Motor Company of Canada Ford Motor Company Tokico (USA) Inc.	960 145 9,745 960
August 2004	4,800	Tokico (USA) Inc.	4,800
September 2004	3,800	Bosch Braking Systems Ford Motor Company of Canada Ford Motor Company	720 140 2,940
November 2004	960	Bosch Braking Systems Tokico (USA) Inc.	480 480
December 2004	720	Tokico (USA) Inc.	720
January 2005	1,680	Bosch Braking Systems Tokico (USA) Inc.	720 960
February 2005	5,040	Bosch Braking Systems Tokico (USA) Inc.	1,200 3,840
March 2005	2,150	Bosch Braking Systems Tokico (USA) Inc.	710 1,440
April 2005	3,840	Bosch Braking Systems Tokico (USA) Inc.	2,400 1,440
May 2005	720	Bosch Braking Systems	720
June 2005	3,120	Bosch Braking Systems Tokico (USA) Inc.	1,140 1,680
August 2005	2,880	Tokico (USA) Inc.	2,880
September 2005	480	Bosch Braking Systems	480

EXHIBIT 5

THE STATE OF TEXAS
CITATION

TO: TEXAS INSTRUMENTS, INC.
MAY BE SERVED BY SERVING ITS REGISTERED AGENT
RICHARD J. AGNICH
7839 CHURCH HILL WAY, MS 3999
DALLAS, TX 75251

SERVICE FEE COLLECTED
BY DISTRICT CLERK

NOTICE:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of twenty days after you were served this citation and PLAINTIFF'S FIRST AMENDED ORIGINAL PETITION filed on 31-AUG-2005, a default judgment may be taken against you. Said answer may be filed by mailing same to : District Clerk's Office, 301 Jackson, Richmond, Texas 77466, or by bringing it to the office. Our street address is 401 Jackson Street, Suite 105. We are located on the first floor of the Courthouse building.

The case is presently pending before the 288TH District Court of Fort Bend County sitting in Richmond, Texas, and was filed on 20-JAN-2005. It bears cause number 05-CV-14067B and is styled:

[REDACTED]
PLAINTIFFS,
V.
FORD MOTOR COMPANY, DUB MILLER FORD, AND COASTAL BUTANE SERVICE COMPANY,
DEFENDANTS.

The name and address of the attorney for [REDACTED]
AND [REDACTED] is:

MICHAEL B. JOLLY
ATTORNEY AT LAW
1018 PRESTON 4TH FL
HOUSTON, TX 77002

The nature of the demands of said [REDACTED]
[REDACTED] is shown by a true and correct copy of the PLAINTIFF'S FIRST
AMENDED ORIGINAL PETITION accompanying this citation and made a part hereof.

If this Citation is not served, it shall be returned unserved, issued under my hand and seal of said Court, at Richmond, Texas, 02-SEP-2005.

DISTRICT CLERK GLORY HOPKINS
Fort Bend County, Texas

By: *Rose M. Luna*

Deputy District Clerk ROSE M LUNA

OFFICER'S OR AUTHORIZED PERSON'S RETURN

Came to hand on the _____ day of _____, 200__, at _____ o'clock
____M.

Executed at _____, within the
County of _____, at _____ o'clock ____M
on the _____ day of _____, 200__, by delivering to the within
named _____ in

person, or by registered or certified mail with delivery restricted to addressee only, a true copy of
this citation together with the accompanying copy of the petition, having first attached such copy
of such petition to such copy of citation and endorsed on such copy of citation the date of
delivery.

Total fee for serving ____ citation at \$60.00 each \$ _____

This, a true copy of the original Citation, was delivered to _____

_____ on the _____ day of _____, 200__.

Name of Officer or Authorized Person

County, Texas

By: _____
Signature of Deputy or Authorized Person

Authorized Person's Verification

On this day personally appeared _____, known to me
to be the person whose signature appears on the foregoing return. After being duly sworn by me,
he / she stated that this citation was executed by him / her in the exact manner recited on the
return.

Sworn to and subscribed before me, on this _____ day of _____
_____, 20__.

Notary Public in and for State of Texas

Notary's Name Printed:

Commission Expires:



vs.

FORD MOTOR COMPANY, DUB MILLER FORD, TEXAS INSTRUMENTS, INC., and E.I. DUPONT DE NEMOURS AND COMPANY

05
CV
140
678

IN THE DISTRICT COURT OF
FORT BEND COUNTY, TEXAS
268TH JUDICIAL DISTRICT

PLAINTIFFS' FIRST AMENDED ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Plaintiff complaining of Ford Motor Company ("Ford"), Dub Miller Ford, Texas Instruments, Inc. ("TI") and E.I. DuPont De Nemours and Company ("DuPont") and would show unto the court as follows:

1. Parties & Venue:

Plaintiffs are from Fort Bend County, Texas.

Defendant, Ford Motor Company, has been served and has answered.

Defendant, Dub Miller Ford, has been served and has answered.

Defendant, Texas Instruments, Inc., is doing business in Texas and may be served with process, by certified mail, return receipt requested, by serving its registered agent, Richard J. Agnich, 7839 Church Hill Way, MS 3999, Dallas, Texas 75251.

Defendant, E.I. Du Pont De Nemours and Company is a Delaware corporation and may be served with process by certified mail, return receipt requested, by serving its registered agent, E. I. Du Pont De Nemours and Company, Room 8042, Du Pont Building, 1007 Market Street, Wilmington, Delaware 19898.

Venue is proper in Fort Bend County, Texas because the Plaintiffs reside in Fort Bend County, all or part of the conduct complained of herein took place in Fort Bend County, Texas, and because at least one Defendant conducts

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Richard J. Agnich

COPY

business there.

2. Discovery Control Plan

The Plaintiffs move the court to enter a discovery control plan pursuant to TRCP §190.4 which includes two sets of interrogatories of no more than 30 written interrogatories, excluding interrogatories asking a party only to identify or authenticate specific documents. Plaintiffs will submit a proposed discovery control plan after conversing with Defendants' counsel.

3. Facts and Background

Plaintiff [REDACTED] purchased a 2003 Ford Expedition (VIN 1FMRU15W23[REDACTED]) from Dub Miller Ford manufactured and designed by Ford and equipped with a defective speed control deactivation switch, manufactured and marketed by TI which included defective Kapton membrane material.

On or about April 29, 2004 the [REDACTED] parked the Ford Expedition in their garage at their Fort Bend County residence at 908 Victoria Drive, Richmond, Texas 77589. The defective speed control deactivation switch either solely or in combination with the "KAPTON," and/or other defective electrical components, wiring and/or circuits on the vehicle, was the ignition source for the fire which originated in the vehicle and consumed Plaintiff's vehicle and damaged Plaintiff's residence.

4. Negligence

The Defendants were negligent in one or more of the following particulars and such negligence was a proximate cause of Plaintiff's damages:

As to Defendants, Ford, TI, DuPont, and Dub Miller Ford:

- a. In failing to timely and properly notify Plaintiff of the defective condition of their vehicle;
- b. In failing to remedy the defective condition;
- c. In failing to advise authorized Ford dealerships to remedy the defective condition;

- d. In failing to properly monitor and locate vehicle registrations to identify and locate customers, such as Plaintiffs, who own defective vehicles;
- e. In failing to advise Plaintiffs not to park the automobile in a garage, carport or items capable of catching fire;
- f. In manufacturing and distributing Plaintiffs' vehicle without correcting defects;
- g. In failing to adequately investigate fires occurring in the subject vehicle line which included a similar cause and origin of the fires in question;
- h. In failing to institute a timely or effective vehicle recall campaign;
- i. By negligently designing the electrical circuit which controls the vehicles' cruise control;
- j. By designing an electrical circuit that supplies continuous electrical power to the speed control switch when the vehicle is parked, not running with the ignition key off, thereby providing an ignition source for the fire;
- k. By failing to provide adequate engineering design specifications to T1 concerning the number of cycles the speed control deactivation switch would encounter over the subject vehicles' foreseeable life. Additionally, Ford failed to consider or provide switch cycle data created by the vehicles' anti-lock brake, suspension leveling and traction control systems;
- l. By failing to provide adequate engineering design specifications to T1;
- m. By failing to include an adequate electrical current limiting device in the electrical circuit which supplies power to the switch;
- n. By instituting an unreasonable date of production to achieve "Job One;"
- o. In failing to adequately manufacture, investigate, engineer and/or test the speed control switch prior to distribution to Ford for inclusion into the subject vehicles;

- p. In failing to design a speed control switch which does not allow the intrusion of corrosive substances in contact with the electrical components of the switch;
- q. In failing to test the speed control switch prior to distribution based on foreseeable electrical, thermal, cyclical, and environmental conditions the switch would encounter during the expected life of the vehicle and/or speed control switch;
- r. In failing to consider previous failure and/or engineering problems associated with the use of "KAPTON₆" in similar hydraulic pressure switches where chemical attack, mechanical forces, and/or manufacturing processes were suspected but not considered during the design, manufacture and/or marketing of the speed control deactivation switch installed on Plaintiffs' vehicles;
- s. In failing to advise Ford and/or the Plaintiffs that "KAPTON₆" failures had occurred in other similarly designed pressure switches;
- t. In supplying and/or distributing defective components for installation in vehicles such as Plaintiffs without correcting such defects;
- u. By failing to design and manufacture the switch with electrical components which would not corrode and cause an electrical short and fire;
- v. By failing to properly repair the truck when presented for service; and
- w. In such other respects as may be shown by the discovery or at trial.

5. Breach of Warranty between TI and Ford

TI breached warranties it made to Ford to supply a speed control deactivation switch (SCDS) that complied with Ford engineering specifications. Furthermore, the switches supplied were not merchantable, not fit for the purpose intended, and did not comply with the sales agreement between Ford and TI. TI breached the implied warranty of merchantability (UCC § 2.314) since the SCDS in question leaked, corroded and caught on fire. TI breached the implied warranty of fitness for particular purpose (UCC § 2.315), since Ford relied on TI's skill and judgment to select or furnish

suitable goods, which turned out to be inadequate and unsuitable for the engineering specification for the vehicle which resulted in the SCDS leaking, corroding and catching on fire.

Plaintiffs are third-party beneficiaries of the warranties made between TI and Ford. TI's breach of one or more of these warranties was a proximate cause of the Plaintiffs' damages (UCC § 2.715) for which Plaintiffs sue TI.

6. Gross Negligence

The Plaintiffs' resulting damages, injuries and losses were caused by the gross negligence, fraud and malice of the Defendants. The conduct of Defendants Ford and TI constitutes gross negligence, fraud and malice as those terms are understood under Texas law and as defined by Section 41.001 Tex. Civ. Prac. and Rem. Code, in that it constituted a conscious indifference to the rights and welfare of persons affected by it. The Defendants' fraud and deceit will, in one way, be shown by Ford's and TI's spoliation of evidence that has been uncovered during the course of this lawsuit. As a result, Plaintiffs seek to recover exemplary damages from Defendants, Ford and TI as a result of their gross negligence, fraud, deceit and malice. Plaintiffs intend to show that the factors the jury may consider in determining the amount of exemplary damages which should be awarded include :

1. the nature of the wrong committed by Ford and TI;
2. the character of Ford's and TI's conduct;
3. the degree of culpability of Ford and TI;
4. the situation and sensibilities of the parties concerned; and
5. the extent to which Ford's and TI's conduct offends a public sense of justice and propriety.

The Plaintiffs believe that exemplary damages should not exceed Three Million Dollars (\$3,000,000.00).

7. Damages

Plaintiffs would show that their damages, injuries and/or losses are within the jurisdictional limits of this Court, and include property damages, loss of their vehicle(s), home, home contents, loss of use of vehicle and home, mental anguish, costs to repair or replace their property, and any other consequential damages foreseeably arising from the incident in question.

Plaintiffs would show that they are entitled to reasonable and necessary attorney fees and costs of prosecuting this matter.

Plaintiffs would show that they are entitled to pre-judgment and postjudgment interest at the maximum rate allowed by law.

REQUEST FOR RELIEF

- (a) Plaintiffs request that Defendants be cited according to law to appear and answer;
- (b) Plaintiffs demand judgment against Defendants for all actual damages within the jurisdictional limits of the Court and for attorneys' fees, and all statutory additional [or exemplary] damages as set forth above, costs of court, and prejudgment and post judgment interest at the highest lawful rates;
- (c) Plaintiffs also ask for such other relief to which they may be entitled

Respectfully submitted:



By: Norman Jolly
TBA# 10856920
Michael Jolly
TBA# 10856910
1018 Preston, 4th Floor
Houston, Texas 77002
(713) 237-8383
Fax: (713) 237-8385

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing was forwarded to all counsel of record, pursuant to the Rules of Procedure, on this the 29th day of August, 2005.



Michael Jolly