

**CAUSE NO. CC-24-04486-A**

ANDREA LILIANA ARAUJO and PEDRO ORETGA,	§	IN THE COUNTY COURT AT LAW
	§	
Plaintiffs,	§	
	§	
LANI TONNU, CHASE GARROTT, LIAM GARROTT, and SARAH BROWNE,	§	
	§	
Intervenors,	§	OF DALLAS COUNTY, TEXAS
	§	
v.	§	
	§	
ANDY FRAIN SERVICES, INC.; GXC, INC.; A & ASSOCIATES, INC.; A & ASSOCIATES STAFFING, INC.; and CAMERON ALEXANDER TURNER,	§	
	§	
Defendants.	§	COUNTY COURT AT LAW NO. 1

**PLAINTIFFS' FIRST AMENDED PETITION**

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW, Plaintiff Andrea Liliana Araujo and Plaintiff Pedro Ortega (hereinafter "Plaintiffs"), in the above-entitled and numbered cause, complaining of Andy Frain Services, Inc.; GXC, Inc.; A & Associates, Inc.; A & Associates Staffing, Inc.; and Cameron Alexander Turner (hereinafter referred to as "Defendants"), and files this, their *First Amended Petition*. In support of this pleading, Plaintiffs would respectfully show the Court as follows:

1. Defendant Frain's website says they are "the only company SAFETY Act Designated by the U.S. Department of Homeland Security to provide trained security professionals to screen persons and packages and to prevent the introduction of explosives and weapons and other contraband into secured facilities and venues."

2. Defendant GXC’s website says “OPENGATE is a Revolutionary Weapons Detection System designed for the automatic screening of people in transit, including their luggage, backpacks, and bags, for the detection of Mass Casualty Metal Threats, such as high caliber assault weapons and IED devices, up to full size handguns.”

3. They tell us that we can trust them with our loved-ones’ lives.

4. But a 22-year old walked through these Defendants’ “security” with only a hoodie to hide the semi-automatic pistol he’d soon repeatedly fire in our State Fair’s crowded food court.

## **I. DISCOVERY CONTROL PLAN & CLAIMS FOR RELIEF**

1. A Level 3 *Discovery Control Plan* pursuant to TRCP 190.4 is requested.

2. Pursuant to TRCP 47, Plaintiffs seek monetary relief over \$1,000,000.

## **II. PARTIES**

### **A. PLAINTIFFS:**

1. **Andrea Liliana Araujo** and her husband **Pedro Ortega** come to Court for damages they sustained when Plaintiff Araujo was shot on October 14, 2023. Both Plaintiffs are Dallas County residents. Plaintiffs may be contacted through their undersigned counsel.

### **B. DEFENDANTS:**

2. **Andy Frain Services, Inc.** (hereinafter “Defendant Andy Frain”) is a foreign for-profit corporation, doing business in the State of Texas, that has been properly served and has appeared in this lawsuit.

3. **GXC Inc.** (hereinafter “Defendant GXC”) is a foreign for-profit corporation, doing business in the State of Texas, that has been properly served and has appeared in this lawsuit.

4. **Cameron Alexander Turner** (hereinafter “Defendant Shooter”) is an individual and resident in Dallas County, Texas. Defendant Shooter has been properly served but has not appeared in this lawsuit.

5. **A & Associates, Inc.** is a Florida corporation doing business in the State of Texas with a principal place of business in West Palm Beach, Florida. Defendant A & Associates, Inc. has a Dallas office located at 1341 West Mockingbird Lane, Suite 600W, Dallas, TX 75247. Defendant A & Associates, Inc. may be served with process by serving its registered agent, Northwest Registered Agent, LLC, at 5900 Balcones Drive, Suite 100, Austin, TX 78731 or wherever it may be found. **Issuance of citation is requested at this time.**

6. **A & Associates Staffing, Inc.** is Florida corporation doing business in the State of Texas with a principal place of business in West Palm Beach, Florida. Defendant A & Associates Staffing, Inc. has a Dallas office located at 1341 West Mockingbird Lane, Suite 600W, Dallas, TX 75247. Defendant A & Associates Staffing, Inc. may be served with process by serving its registered agent, Derrick Dawson, at 14107 Albany Springs Lane, Houston, TX 77049 or wherever he may be found. **Issuance of citation is requested at this time.**

7. “Defendant A & A Services” shall collectively refer to Defendants A & Associates, Inc. and A & Associates Staffing, Inc.

### **III. VENUE AND JURISDICTION**

1. Venue is proper here pursuant to § 15.001, *et seq.*, of the TEXAS CIVIL PRACTICE & REMEDIES CODE. All or a substantial part of the events or omissions giving rise to Plaintiffs’ claims occurred at our State Fair, located in Dallas County, Texas.

2. Jurisdiction is proper because the amount in controversy exceeds the minimum jurisdictional limits of this Court.

#### **IV. FACTS**

1. This is a suit for negligence, gross negligence, and joint enterprise. On October 14, 2023, Defendants Andy Frain and Defendant A & A Services, failed to prevent Defendant Shooter from entering the State Fair of Texas with a semi-automatic pistol though Defendant Shooter passed directly through Defendant Andy Frain's and Defendant A & A Services's security screening checkpoint with the weapon concealed in his clothes.

2. Defendant A & A Services was a subcontractor for Defendant Andy Frain and provided licensed and unlicensed security personnel for the checkpoint through which Defendant Shooter passed through to enter the State Fair of Texas.

3. Defendant GXC's screening instruments were purportedly operating at the time Defendant Shooter passed through the point of entry screening.

4. Plaintiffs anticipate evidence and allegations from one or more of Defendant Andy Frain's and Defendant A & A Services's agents or employees that the GXC instruments failed to detect and alert the security personnel about the semi-automatic pistol.

5. Plaintiffs anticipate evidence from one or more of Defendant GXC's agents or employees that the GXC instruments operated correctly and that, if the weapon was properly screened, the instruments would have both detected it and alerted Defendant Andy Frain's and Defendant A & A Services's personnel, and that the failures were entirely Defendants Andy Frain and A & A Services.

6. It is not known what Defendant Shooter will claim in his post-5th Amendment testimony, but Plaintiffs acknowledge the likelihood that Defendant Shooter will do what tiny children and civil defendants often do when they are caught: falsely under-confess.

7. Regardless of whether the finder of fact herein determines that Defendant Andy Frain and Defendant A & A Services failed to stop Defendant Shooter when they knew, or should have known, he was carrying a weapon, or whether Defendant GXC's instruments failed to detect the weapon or alert personnel when it should have; one failure by Defendant Andy Frain and Defendant A & A Services is certain: Defendants Andy Frain and A & A Services had zero video surveillance at the point of entry. Instead, video shows Defendant Shooter approaching the canopy-covered point of entry screening and, as he steps under the canopy, he steps out of view of all video surveillance.

8. Did grossly negligent security personnel waive-through Defendant Shooter after the GXC instruments alerted them? There is no video.

9. Did an acquaintance of Defendant Shooter waive him through? There is no video.

10. Were hard-working & well-trained Defendant Andy Frain and Defendant A & A Services employees properly monitoring GXC instruments that missed the weapon? There is no video.

11. Retail establishments fix cameras on the interpersonal interactions at the register because that is the time & place when video is most likely to be an essential deterrent as well as the most reliable evidence of what happens.

12. But, at the State Fair of Texas, Defendant Andy Frain and Defendant A & A Services had zero video surveillance to monitor their personnel for inattentiveness, corruption, or exhaustion.

And zero video surveillance to protect their personnel from armed confrontation at the exact time it was most likely to occur. And zero video to confirm that the failure was equipment-related, not personnel.

13. So, when Defendant Shooter felt threatened while in the food court at the State Fair, he immediately pulled his semi and began firing (hereinafter the “Incident”).

14. His bullets hit Plaintiff Araujo. Some fragments are still in her today as the surgeons are unable to safely remove them.

15. What did Plaintiff Araujo do to deserve fear of losing her life, and a lifetime of pain, and a permanently impaired body? Her job. She was keeping the State Fair clean for the rest of us. When the bullets hit her in the back, she fell to the floor, dropped her broom, and prayed that she wouldn’t die before getting to say goodbye to her husband.

16. Based on past dealings between Defendants Andy Frain and A & A Services, Defendant Andy Frain knew or should have known that Defendant A & A Services lacked qualifications and experience to safely and competently manage the State Fair of Texas’s security checkpoints.

## **V. CAUSES OF ACTION**

### **A. CAUSE OF ACTION AGAINST DEFENDANT ANDY FRAIN — NEGLIGENCE**

1. Plaintiffs incorporate the prior facts and circumstances as if set out fully here.

2. Pursuant to Texas state law, Plaintiffs plead a cause of action against Defendant Andy Frain for negligence.

3. Through its negligent acts and omissions, Defendant Andy Frain did not exercise the required level of care as an ordinarily prudent company would or would not have done under the

same or similar circumstances. Defendant Andy Frain breached its duties owed to Plaintiffs, resulting in injuries and damages that were proximately caused by the negligent conduct of Defendant Andy Frain in one or more of the following respects:

- a. Failing to properly train and supervise its agents, employees, and representatives;
- b. Failing to have policies and procedures and/or failing to enforce policies and procedures for the duties for its agents, employees, and representatives;
- c. Failing to properly staff and manage security checkpoints at the State Fair of Texas;
- d. Failing to properly train, monitor, and supervise its agents, employees, and representatives in their duties; and
- e. Failing to take appropriate action to terminate Defendant A & A Services prior to the Incident.

4. Defendant Andy Frain is also liable for negligently undertaking the provision of security services at the State Fair of Texas. Additionally, per § 411 of the *Restatement (Second) of Torts*, Defendant Andy Frain is liable “for physical harm to third persons caused by [their] failure to exercise reasonable care to employ a competent and careful contractor to do work which will involve a risk of physical harm unless it is skillfully and carefully done.”

5. Each of these negligent acts and/or omissions, singularly or in combination with others, constituted negligence that proximately caused the occurrence made the basis of this action and Plaintiffs’ injuries and damages.

**B. RESPONDEAT SUPERIOR & VICARIOUS LIABILITY OF DEFENDANT ANDY FRAIN**

1. Plaintiffs incorporate the prior facts and circumstances as if set out fully here.

2. Pursuant to Texas state law, Plaintiff seeks to hold Defendant Andy Frain vicariously liable for the negligent conduct of its own agents, officers, directors, servants, or employees—including Defendant A & A Services—under the theory of vicarious liability and respondeat superior.

3. At all time material hereto, all agents, officers, directors, servants, or employees of Defendant Andy Frain, including Defendant A & A Services, were acting within the course and scope of their employment or official duties for Defendant Andy Frain.

4. Furthermore, at all time material hereto, all agents, officers, directors, servants, or employees of Defendant Andy Frain, including Defendant A & A Services, were acting in furtherance of the duties of their office or employment as agents for Defendant Andy Frain.

5. Thus, Defendant Andy Frain is responsible for all damages resulting from the acts or omissions of its agents, officers, directors, servants, or employees, including Defendant A & A Services, pursuant to the doctrine of respondeat superior.

**C. CAUSE OF ACTION AGAINST DEFENDANT A & A SERVICES — NEGLIGENCE**

1. Plaintiffs incorporate the prior facts and circumstances as if set out fully here.

2. In conjunction with the above allegations, or in the alternative, pursuant to Texas state law, Plaintiffs plead a cause of action against Defendant A & A Services for negligence.

3. Through its negligent acts and omissions, Defendant A & A Services did not exercise the required level of care as an ordinarily prudent company would or would not have done under the same or similar circumstances. Defendant A & A Services breached its duties owed to Plaintiffs, resulting in injuries and damages that were proximately caused by the negligent conduct of Defendant A & A Services in one or more of the following respects:



- a. Failing to properly train and supervise its agents, employees, and representatives;
  - b. Failing to have policies and procedures and/or failing to enforce policies and procedures for the duties for its agents, employees, and representatives;
  - c. Failing to properly staff and manage security checkpoints at the State Fair of Texas; and
  - d. Failing to properly train, monitor, and supervise its agents, employees, and representatives in their duties.
4. Defendant A & A Services is also liable for negligently undertaking the provision of security services at the State Fair of Texas. Additionally, per § 411 of the *Restatement (Second) of Torts*, Defendant A & A Services is liable “for physical harm to third persons caused by [their] failure to exercise reasonable care to employ a competent and careful contractor to do work which will involve a risk of physical harm unless it is skillfully and carefully done.”
5. Each of these negligent acts and/or omissions, singularly or in combination with others, constituted negligence that proximately caused the occurrence made the basis of this action and Plaintiffs’ injuries and damages.

**D. RESPONDEAT SUPERIOR & VICARIOUS LIABILITY OF DEFENDANT A & A SERVICES**

1. Plaintiffs incorporate the prior facts and circumstances as if set out fully here.
2. Pursuant to Texas state law, Plaintiff seeks to hold Defendant A & A Services vicariously liable for the negligent conduct of its own agents, officers, directors, servants, or employees under the theory of vicarious liability and respondeat superior.
3. At all time material hereto, all agents, officers, directors, servants, or employees of Defendant A & A Services, were acting within the course and scope of their employment or

official duties for Defendant A & A Services.

4. Furthermore, at all time material hereto, all agents, officers, directors, servants, or employees of Defendant A & A Services were acting in furtherance of the duties of their office or employment as agents for Defendant A & A Services.

5. Thus, Defendant A & A Services is responsible for all damages resulting from the acts or omissions of its agents, officers, directors, servants, or employees pursuant to the doctrine of respondeat superior.

**E. JOINT ENTERPRISE BETWEEN DEFENDANTS ANDY FRAIN AND A & A SERVICES**

1. Plaintiffs incorporate the prior facts and circumstances as if set out fully here.

2. In the alternative with the above allegations, pursuant to Texas state law, Plaintiffs seek to hold Defendants Andy Frain and A & A Services liable for the negligent actions of each other under the theory of joint enterprise.

3. Defendants Andy Frain and A & A Services are liable for the negligent acts of one another because at the time of the Incident, Defendants Andy Frain and A & A Services were engaged in a joint enterprise, a mutual undertaking that has a common business or pecuniary purpose.

4. Defendants had (1) either an express or implied agreement, (2) a common purpose to provide security personnel to operate security screening checkpoints at the State Fair of Texas, (3) a community of pecuniary interest in that common purpose, and (4) an equal right to direct and control the enterprise.

5. At the time of the Incident, Defendants Andy Frain and A & A Services were acting within the scope of the enterprise.

**F. CAUSE OF ACTION AGAINST DEFENDANT GXC — NEGLIGENCE**

1. Plaintiffs incorporate the prior facts and circumstances as if set out fully here.
2. In conjunction with the above allegations, or in the alternative, pursuant to Texas state law, Plaintiffs plead a cause of action against Defendant GXC for negligence.
3. Through its negligent acts and omissions, Defendant GXC did not exercise the required level of care as an ordinarily prudent company would or would not have done under the same or similar circumstances. Defendant GXC breached its duties owed to Plaintiffs, resulting in injuries and damages that were proximately caused by the negligent conduct of Defendant GXC in one or more of the following respects:
  - a. Failing to properly train and supervise its agents, employees, and representatives;
  - b. Failing to have policies and procedures and/or failing to enforce policies and procedures for the duties for its agents, employees, and representatives;
  - c. Failing to properly staff and manage security checkpoints at the State Fair of Texas;
  - d. Failing to properly train, monitor, and supervise its agents, employees, and representatives in their duties; and
  - e. Failing to provide functioning security screening instruments.
4. Each of these negligent acts and/or omissions, singularly or in combination with others, constituted negligence that proximately caused the occurrence made the basis of this action and Plaintiffs' injuries and damages.

**G. CAUSE OF ACTION AGAINST DEFENDANT SHOOTER**

1. Plaintiffs incorporate the prior facts and circumstances as if set out fully here.

2. Pursuant to Texas state law, Plaintiffs plead a cause of action against Defendant Shooter for negligence.

3. Through his own negligent acts and omissions, Defendant Shooter did not exercise the required level of care as an ordinarily prudent person would or would not have done under the same or similar circumstances. Defendant Shooter breached his duties owed to Plaintiffs, resulting in injuries and damages that were proximately caused by the negligent conduct of Defendant Shooter in one or more of the following respects:

- a. Possessing a firearm in a restricted public place;
- b. Discharging a firearm in a crowded public place; and
- c. Causing a public disturbance.

4. Each of these negligent acts and/or omissions, singularly or in combination with others, constituted negligence that proximately caused the occurrence made the basis of this action and Plaintiffs' injuries and damages.

#### **H. CAUSE OF ACTION AGAINST ALL DEFENDANTS — GROSS NEGLIGENCE**

1. Plaintiffs incorporate the prior facts and circumstances as if set out fully here.

2. Pursuant to Texas state law, Plaintiffs plead a cause of action against Defendants Andy Frain, A & A Services, GXC, and Shooter for gross negligence.

3. The conduct of Defendants Andy Frain, A & A Services, GXC, and Shooter, as outlined above, was grossly negligent. When viewed objectively from the standpoint of Defendants at the time of the acts or omissions, Defendants' conduct involved an extreme degree of risk considering the probability and magnitude of the potential harm to others.

4. Further, Defendants Andy Frain, A & A Services, GXC, and Shooter had an actual

subjective awareness of the risk involved, but, nevertheless, proceeded with conscious indifference to the rights, safety, or welfare of others.

5. The grossly negligent conduct of Defendants Andy Frain, A & A Services, GXC, and Shooter proximately caused the occurrence made the basis of this action and Plaintiffs' injuries and damages. Therefore, Plaintiffs are entitled to exemplary damages under § 41.003(a) of the Texas Civil Practice & Remedies Code.

## **VI. DAMAGES**

1. Plaintiff Araujo suffered mental anguish and emotional distress, and that will continue.
2. Plaintiff Araujo suffered physical pain and suffering, and that will continue.
3. Plaintiff Araujo suffered medical expenses, and that will continue.
4. Plaintiffs suffered lost earnings and earning capacity, and that will continue.
5. Plaintiff Ortega suffered emotional distress, and that will continue.
6. Plaintiffs suffered loss of consortium, and that will continue.
7. Plaintiff Araujo suffered physical disfigurement, and that will continue.
8. Plaintiff Araujo suffered physical impairment, and that will continue.
9. Plaintiffs requests an amount of exemplary damages to be determined by the Jury, and requests an award of same from each Defendant individually, and jointly, to the extent any Defendant is responsible for the exemplary damages awarded against another Defendant under Texas law.

**VII.**  
**CLAIM FOR PREJUDGMENT AND POST-JUDGMENT INTEREST**

1. Plaintiffs seeks interest in accordance with TEXAS FINANCE CODE § 304.001, *et seq.*

**VIII.**  
**JURY DEMAND**

1. Plaintiffs request that a jury be convened to try the factual issue in this cause.

**IX.**  
**NOTICE PURSUANT TO TRCP 193.7**

1. Pursuant to Rule 193.7 of the Texas Rules of Civil Procedure, Plaintiffs hereby give notice to all Defendants of Plaintiffs' intent to use all documents exchanged and produced between the parties (including but not limited to correspondence, pleadings, records, and discovery responses) during any pre-trial proceeding and at the trial of this cause.

**X.**  
**PRAYER**

WHEREFORE, Plaintiffs respectfully pray that, upon final trial, Plaintiffs have *Judgment* against Defendants for Plaintiffs' actual and punitive damages, for costs of suit, pre- and post-judgment interest, and for such other relief to which Plaintiffs may be justly entitled.

Respectfully,

/s/ Andrew J. Klopfer  
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ATTORNEYS FOR PLAINTIFFS

### **CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the above and foregoing document was served upon all counsel of record in accordance with the TEXAS RULES OF CIVIL PROCEDURE on the 13th day of January, 2025, as follows:

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ATTORNEYS FOR INTERVENORS

/s/ Andrew J. Klopfer

Andrew J. Klopfer



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Filing Code Description: Ody - Amended Petition  
Filing Description: FIRST AMENDED  
Status as of 1/13/2025 4:21 PM CST

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