

CAUSE NO. 2026-25756

CAROLINE ALLISON AND RICHARD ALLISON	§	IN THE DISTRICT COURT
Plaintiffs	§	
	§	
	§	OF HARRIS COUNTY, TEXAS
v.	§	
	§	
BORUNDA, P.C., JORGE BORUNDA, NICHOLAS ABAZA, LAW OFFICES OF NICHOLAS ABAZA, P.C., MICHAEL TREVINO, and LAW OFFICE OF MICHAEL A. TREVINO, PLLC	§	
Defendants	§	234TH JUDICIAL DISTRICT

FIRST AMENDED PETITION FOR BILL OF REVIEW

Pursuant to Rule 329b(f) of the Texas Rules of Civil Procedure, Plaintiffs Caroline Allison and Richard Allison, Jr. (Intervenor in the judgment proceeding), file this First Amended Petition for Bill of Review, complaining of Defendants Borunda, P.C., Jorge Borunda, Nicholas Abaza, Law Offices of Nicholas Abaza, P.C.¹, Michael Trevino, and Law Office of Michael A. Trevino, PLLC, and would respectfully show as follows.

INTRODUCTION²

“Evident partiality of an arbitrator is a ground for vacating an arbitration award under both the Federal Arbitration Act and the Texas Arbitration Act.” *Tenaska Energy, Inc. v. Ponderosa Pine Energy, LLC*, 437 S.W.3d 518, 519 (Tex. 2014). “Adhering to United States Supreme Court precedent, [the Texas Supreme Court] held almost two decades ago that a neutral arbitrator is

¹ It is believed that this entity ceased to exist before the attorney-client relationship with Plaintiffs occurred, and therefore cannot sue or be sued, however Plaintiffs name this entity out of an abundance of caution because the underlying award from the arbitrator, which she took verbatim from the Defendants proposed award, provided this non-existent entity with relief and the trial court entered judgment on that award.

² Attached and made a part of this filing are verifications from Caroline Allison and Richard Allison. Those verifications provide sworn background for the factual allegations in the Original and First Amended Petitions. There are multiple exhibits attached to the Original Petition for Bill of Review. Those exhibits are authenticated by the attached verifications. The Allisons hereby incorporate those exhibits attached to the Original Petition for Bill of Review by reference as if fully set forth herein and otherwise attached hereto to this First Amended Petition for Bill of Review.

evidently partial if she fails to disclose facts that might, to an objective observer, create a reasonable impression of her partiality.” *Id.* That is what occurred here, albeit unknown to Plaintiffs until recently. After final judgment confirming the arbitration award was entered in this case, Plaintiffs discovered that the arbitrator, Anne Ashby, had an undisclosed current business relationship with a lawyer in the Collins Law Group, the law firm owned by Michael Collins, who was a material witness, called by Defendants to testify against Plaintiffs at the arbitration hearing, and who obtained sanctions against the Allisons for noncompliance even though no party complied with the statutory grounds for modifying a trust. “[E]vident partiality is established from the nondisclosure itself.” *Tenaska Energy*, 437 S.W.3d at 527. For the reasons stated herein, the Court should grant this Petition for Bill of Review and vacate the judgment confirming the arbitration award.

DISCOVERY CONTROL PLAN

Plaintiffs seek a Bill of Review to set aside a judgment exceeding \$1,000,000. Plaintiffs intend to conduct discovery under Level 3 of the Texas Rules of Civil Procedure. This suit is not governed by the expedited process of Texas Rule of Civil Procedure 169 because the petition concerns monetary relief in excess of \$1 million and equitable relief.

PARTIES

Plaintiff, Caroline Allison, is an individual residing in Harris County, Texas.

Plaintiff, Richard Allison, Jr., is an individual residing in California.

Defendant, Borunda, P.C., is a Texas Professional Corporation with its principal office in Harris County, Texas and may be served with citation by serving its registered agent, Jorge Borunda, at 2444 Times Blvd., Suite 270, Houston, Texas, or wherever he may be found.

Defendant, Jorge Borunda, is an attorney licensed to practice law in Texas and may be served with citation at his principal place of business, Borunda, P.C., 2444 Times Blvd., Suite 270, Houston, Texas, or wherever he may be found.

Defendant, Nicholas Abaza, is an attorney licensed to practice law in Texas and may be served with citation at his principal place of business, Law Offices of Nicholas Abaza, P.C., 2444 Times Blvd., Suite 270, Houston, Texas, or wherever he may be found.

Defendant, Law Offices of Nicholas Abaza, P.C., is a Texas Professional Corporation with its principal office in Harris County, Texas and may be served with citation by serving its registered agent, Nicholas Abaza, at 2444 Times Blvd., Suite 270, Houston, Texas, or wherever he may be found.

Defendant, Michael Trevino, is an attorney licensed to practice law in Texas and may be served with citation at his principal place of business, Law Office of Michael A. Trevino, PLLC, 1345 Campbell Road, Suite 100, Houston, Texas, or wherever he may be found.

Defendant, Law Office of Michael A. Trevino, PLLC, is a Texas Professional Limited Liability Company with its principal office in Harris County, Texas and may be served with citation by serving its registered agent, Michael Trevino, at 1345 Campbell Road, Suite 100, Houston, Texas, or wherever he may be found.

JURISDICTION AND VENUE

This action seeks to vacate an underlying judgment that was rendered in the 269th Judicial District Court of Harris County, Texas. That Court has jurisdiction over this Original Petition for Bill of Review.

FACTUAL BACKGROUND

This bill of review proceeding arises from Cause No. 2021-80256, *Caroline Allison v. Borunda, P.C., et al.*, in the 269th Judicial District Court of Harris County, Texas (“the underlying suit”). In the underlying suit, the trial court entered judgment based on an arbitration award entered by Hon. Anne Ashby. That award arose out of a dispute between Plaintiffs Caroline and Richard Allison (“the Allisons”) and their lawyers Jorge Borunda, Nicholas Abaza, and Michael Trevino, and their respective law firms (“Defendants” or the “Lawyers”). And, that dispute arose out of a dispute between the Allisons and their stepmother Robin Allison involving the estate of their father, Dr. Richard Allison, and the distribution of assets from various trusts (“the estate litigation”).

Robin was represented in the estate litigation by Michael Collins and his business partner Steven Besly. The Allisons were represented in the estate litigation by the Lawyers. During that litigation, the Lawyers pressured the Allisons into signing a mediated settlement agreement after midnight on a full day of mediation based on untrue promises regarding the agreement, but the Allisons withdrew their consent the following day. Collins sought contempt orders and sanctions against the Allisons after they refused to effectuate the mediated settlement agreement. Eventually the trial court in the estate litigation enforced the mediated settlement agreement and the Lawyers claimed the Allisons received a recovery of approximately \$10 million, from which the Lawyers claimed they were owed a contingency fee. When the Allisons refused to pay the contingency fee, the Lawyers sued the Allisons for their fee and Caroline Allison filed claims against the Lawyers for malpractice and violation of fiduciary duties in the 269th Judicial District Court of Harris County, Texas. The trial court compelled her case to arbitration and those claims and the Lawyers’

claims against Richard Allison were consolidated into a single arbitration proceeding over the Allison's objections.

Retired Judge, Anne Ashby was invited by the AAA to serve as arbitrator and provided initial disclosures to the parties. In response to the question of whether she had any professional relationship with any of the witnesses, Ashby stated "no."³ Subsequently, in December 2022, Ashby received the Lawyers answering statement which identified Collins and his law firm as Robin's counsel.⁴ In that answering statement, the Lawyers disclosed how Collins was adverse to the Allisons and how the Allisons were required to pay sanctions to Collins of "The Collins Law Group."⁵ The Lawyers also retained attorney Keith Staubus to act as an expert witness in the arbitration. The Lawyers identified Collins and Staubus as potential witnesses on their witness disclosures.⁶

In June 2023, Ashby made a supplemental disclosure stating she had "known" Collins and Staubus but did not fully disclose how. Ashby stated:

I have known Mr. Staubus and Mr. Collins. I practiced with Smith Underwood in 1986 for about 6 months. I was then elected to County Court at Law in the fall of 1986 and took the Bench in January of 1987.

Mr. Collins handled my divorce in 1986.

When I left the Bench in 2009, I practiced law with Mr. Collins at Collins Basinger and Pullman for about two years. I started my own firm, The Law Office of Anne Ashby, PLLC in 2011.

I do not have an occasion to see Mr. Collins or Mr. Staubus as everyone is busy.

In August, 2016, I served as the mediator in a matter where Mr. Staubus represented a party.⁷

³ Exhibit 1, at September 30, 2022 letter from Ann Ashby. All exhibits referenced herein are to the exhibits that were attached to the Original Petition for Bill of Review and that have been incorporated by reference herein to the First Amended Original Petition for Bill of Review.

⁴ Exhibit 2, Lawyers Answer in Arbitration.

⁵ Exhibit 2, Lawyers Answer in Arbitration, and at Exhibit F.

⁶ Exhibit 3, Lawyers Witness Disclosures.

⁷ Exhibit 4, Anne Ashby's June 15, 2023 Disclosure.

However, what Ashby did not disclose was her complete relationship with Collins and Staubus, or that she had an ongoing business relationship with Collins's partner and lawyer who also represented Robin in the underlying case.

Specifically, Ashby did not disclose that she worked with Collins and Staubus while at "Smith Underwood" in 1986. Although Ashby disclosed that she practiced with Collins at Collins Basinger and Pullman "for about two years," Ashby did not disclose that she was a director of that law firm, which is now the Collins Law Group.⁸ More problematic, Ashby did not at all disclose her relationship with Steve Besly, a partner at Collins Law Group who represented Robin.⁹ Ashby knew that the Collins Law Group was adverse to the Allisons because Collins sought and received sanctions against the Allisons payable to "Micheal J. Collins, The Collins Law Group[.]"¹⁰ Yet, **Ashby did not disclose that at the time of her purported disclosure in June 2023, Besly was then (and had been on and off since 2011) Ashby's registered agent for her law firm, Law Office of Anne Ashby, PLLC.**¹¹

Ashby had an absolute duty and obligation to disclose this professional relationship with Besly, or fully disclose her relationship with Collins and Staubus. The American Arbitration Association makes clear that "[a]ny doubt as to whether an arbitrator should make a disclosure should be resolved in favor of disclosure."¹² On this subject, the AAA states:

Arbitrators for a case administered by an arbitral organization are required to provide full, complete disclosures of relevant conflicts, contacts, relationships and interests to the lawyers, parties and witnesses appearing before them, with sufficient detail (subject to any duties of confidentiality they may have as to other arbitrations or mediations) to fully inform the parties of the potential conflict.¹³

⁸ Exhibit 5, Anne Ashby's Resume; Exhibit 6, Collins Basinger & Pullman Website.

⁹ Exhibit 7, Collins Law Group Engagement Letter; Exhibit 8, Collins Law Group Billing Invoices.

¹⁰ Exhibit 2, Lawyers Answer in Arbitration, and at Exhibit F.

¹¹ Exhibit 9, Secretary of State Filings for Law Office of Anne Ashby, PLLC.

¹² <https://www.adr.org/news-and-insights/the-what-why-and-how-of-arbitrator-disclosures/>

¹³ <https://www.adr.org/news-and-insights/the-what-why-and-how-of-arbitrator-disclosures/>

“An arbitrator’s duty to disclose does not stop at appointment but continues throughout all stages of the arbitration. The arbitrator should conduct conflicts checks and make disclosures whenever new information emerges about the case participants, such as new or additional counsel or fact or expert witnesses.”¹⁴

Ashby failed to comply with this obligation and did not disclose her relationship with Besly even though she knew that his partner Collins, a disclosed witness in the case, was adverse to the Allisons. *See Bossley v. Mariner Fin. Group, Inc.*, 11 S.W.3d 349, 351 (Tex. App.—Houston [1st Dist.] 2000), *aff’d*, 79 S.W.3d 30 (Tex. 2002) (arbitrator who received witness list with name of individual who had past relationship with arbitrator “had a duty to discover and disclose his connection to her.”).

Without full disclosure of Ashby’s relationship with Collins and any disclosure about Ashby’s professional relationship with Collins’ partner Besly, the arbitration proceeded with Collins being mentioned hundreds of times throughout the testimony and the Lawyers presenting Collins as a witness adverse to the Allisons through recorded videoconference hearings.¹⁵ In the middle of the arbitration proceeding, Ashby made some “additional disclosures” about names that came up in the testimony, like mediators experts from the underlying case, but Ashby still did not fully disclose her relationship with Collins and Staubus or disclose at all her relationship with Besly.

After the arbitration hearing, the Lawyers asked Ashby to enter an award in their favor and submitted a proposed award. Ashby adopted that interim award in favor of the Lawyers verbatim,

¹⁴ <https://www.adr.org/news-and-insights/the-what-why-and-how-of-arbitrator-disclosures/>

¹⁵ *See* Exhibit 10, Arbitration Transcript, pp. 16, 69, 76, 90, 95, 96, 100, 108, 109, 117, 136, 174, 195, 199, 208, 209, 211, 213, 215, 216, 222, 224, 226, 235, 238, 285, 289-293, 377-385, 404-409, 436, 461, 466, 474, 519-522, 552, 554-555, 560, 606, 620, 621, 626, 637, 650, 717-722, 758-760, 767-768, 775-776, 780, 783, 785, 788, 804-805, 812, 827-833, 860, 865, 890-895, 910, 919-920, 923, 1107, 1118, 1128-1131, 1136-1139, 1122-1124, 1277-1279, 128, 1304, 1310, 1319, 1325, 1349, 1397-1398, 1401, 1482-1483, 1539-1540, 1580, 1603.

without changing one word, demonstrating her bias. In that award, Ashby discussed the enforceability of the settlement agreement, noting that it had been approved by Collins, a witness in the arbitration proceeding. Ashby stated that in making the award, she considered the testimony from the witnesses, which included Collins, and the expert reports, including the one from Staubus, which expressly mentioned Collins. And yet again, Ashby did not disclose that Besly, Collin's partner at the Collins Law Group, which sought and obtained sanctions against the Allisons, was currently the registered agent for her law firm. In the final award, Ashby awarded more than \$53,100 to the Lawyers for fees paid to Staubus to prepare his expert report.

The trial court entered final judgment on Ashby's arbitration award on July 15, 2024.¹⁶ Thereafter, sensing Ashby's bias, the Allisons began researching Ashby and her past cases as an arbitrator because they were concerned about Ashby's impartiality evidenced at the arbitration hearing and by the final award. Well after final judgment, the Allisons discovered more complete details about the relationship between Collins, Staubus and Ashby and the undisclosed relationship between Ashby and Besly. That investigation led to an investigative report that fully uncovered the conflicts of interest engaged in by Ashby,¹⁷ and a two-part investigative series exposing the situation.¹⁸ Ashby's failure to disclose these conflicts creates a reasonable impression of her partiality warranting setting aside the judgment based on contrived fraud through this bill of review.

STATEMENT OF CAUSE OF ACTION

Plaintiffs seek a bill of review of the July 15, 2024 final judgment rendered by this Court. A bill of review proceeding is an equitable one designed to prevent manifest injustice. *Hanks v.*

¹⁶ Exhibit 11, Final Judgment.

¹⁷ Exhibit 12, Dolcefino Consulting Report.

¹⁸ See Dolcefino Video Investigates #1: Damn Lawyers - Allison Family Probate Case, available here <https://www.youtube.com/watch?v=j5aWUy6oJT0> and Dolcefino Video Investigates #2: Damn Lawyers – Rigged Arbitration – the Stench of Cronyism, available here https://youtu.be/lgHSGHJc7xE?si=ol_w95WdbGQUAmUd.

Rosser, 378 S.W.2d 31, 33 (Tex. 1964). It is an independent action to set aside a judgment that is no longer appealable or subject to challenge by a motion for new trial. *Wembley Inv. Co. v. Herrera*, 11 S.W.3d 924, 927 (Tex. 1999). The mechanism may be used by a party or nonparty to vacate a judgment confirming an arbitration award. *See Rapid Settlements, Ltd. v. Allstate Life Ins. Co.*, No. 01-08-00381-CV, 2009 Tex. App. LEXIS 3328, at *6 (Tex. App.—Houston [1st Dist.] May 8, 2009, no pet.) (mem. op.) (trial court granted bill of review and set aside judgment confirming arbitration award). A petition for bill of review is timely if it is filed within four years of the complained-of judgment. *See PNS Stores, Inc. v. Rivera*, 379 S.W.3d 267, 272 n.7 (Tex. 2012) (citing TEX. CIV. PRAC. & REM. CODE § 16.051 (a bill of review is governed by the residual four-year limitations period)). Because the complained-of judgment was entered July 15, 2024, this proceeding is timely.

To be entitled to a bill of review, the “plaintiffs must ordinarily plead and prove (1) a meritorious defense to the underlying cause of action, (2) which the plaintiffs were prevented from making by the fraud, accident or wrongful act of the opposing party or official mistake, (3) unmixed with any fault or negligence on their own part.” *Caldwell v. Barnes*, 154 S.W.3d 93, 96 (Tex. 2004). However, “extrinsic fraud will support a bill of review.” *Tice v. Pasadena*, 767 S.W.2d 700, 702 (Tex. 1989). Extrinsic fraud is wrongful conduct practiced outside of the adversary trial that affects the manner in which the judgment was procured and prevents a litigant from having a fair opportunity to assert his rights at trial. *See Browning v. Prostok*, 165 S.W.3d 336, 347 (Tex. 2005); *Tice*, 767 S.W.2d at 702. That is what occurred here due to Ashby’s nondisclosure.

“Evident partiality of an arbitrator is a ground for vacating an arbitration award under both the Federal Arbitration Act and the Texas Arbitration Act.” *Tenaska Energy*, 437 S.W.3d at 519;

CIV. PRAC. & REM. CODE § 171.088(a)(2)(A). Neutral adjudicators are required to disclose any facts “which might, to an objective observer, create a reasonable impression of the arbitrator’s partiality, but information that is trivial will not rise to this level and need not be disclosed.” *Tenaska Energy*, 437 S.W.3d at 525; *Burlington N. R.R. Co. v. TUCO Inc.*, 960 S.W.2d 629, 636 (Tex. 1997). “[E]vident partiality is established from the *nondisclosure itself*, regardless of whether the nondisclosed information necessarily establishes partiality or bias.” *TUCO Inc.*, 960 S.W.2d at 636 (emphasis in original). “This approach reflects the Texas Supreme Court’s determination that courts should not undertake evaluations of partiality that are best left to the parties.” *In re Marriage of Piske*, 578 S.W.3d 624, 629 (Tex. App.—Houston [14th Dist.] 2019, no pet.). While extensive experience with parties or witnesses to the arbitration proceeding should not disqualify an arbitrator *per se*, “disclosing the information can help the parties attain the impartiality they seek by evaluating potential bias at the outset of the arbitration.” *Tenaska Energy*, 437 S.W.3d at 524.

Although Ashby need not disclose trivial relationships or connections, the relationships at issue here were not trivial. Ashby had long-standing past relationships with Collins and Staubus that were not fully disclosed and a professional relationship with a lawyer at the Collins Law Group, whose business partner, Collins, was a material witness in this case who testified for the Lawyers, that was never disclosed at all.¹⁹ Texas courts, including the Supreme Court and Fourteenth Court of Appeals, have found professional relationships between an arbitrator and persons or entities aligned with a party material requiring disclosure. *See Tenaska Energy*, 437 S.W.3d at 520 (arbitrator’s business relationship with party’s attorney was material); *TUCO Inc.*, 960 S.W.2d at 636 (business referral to arbitrator by party’s attorney was material); *In re Marriage*

¹⁹ See Exhibit 13 for a chart identifying the conflict and relationship web.

of *Piske*, 578 S.W.3d at 629 (arbitrator’s professional relationship with party’s attorney was not trivial when he previously arbitrated and mediated cases for one of the parties); *Builders First Source-South Tex., LP v. Ortiz*, 515 S.W.3d 451, 458 (Tex. App.—Houston [14th Dist.] 2017, pet. denied) (“the fact that [party’s] counsel had appeared twice before the arbitrator in the past was not a trivial matter”); *Hous. Vill. Builders v. Falbaum*, 105 S.W.3d 28, 32 (Tex. App.—Houston [14th Dist.] 2003, pet. denied) (arbitrator’s representation of association of home builders was a material relationship that required disclosure in arbitration between home builders); *see also Alim v. KBR (Kellogg, Brown & Root) - Halliburton*, 331 S.W.3d 178, 182 (Tex. App.—Dallas 2011, no pet.) (the fact that arbitrator failed to disclose that he had served as an arbitrator in prior case involving a representative of a party and a related company was not a trivial matter).

It matters not that the information not disclosed could have been found sooner because the Texas Supreme Court has “expressly declined to consider whether parties to an arbitration have a duty to investigate.” *Hous. Vill. Builders*, 105 S.W.3d at 32 (citing *Mariner Fin. Grp. v. Bossley*, 79 S.W.3d 30, 33 (Tex. 2002)); *Sharifan v. Kelley*, No. 14-20-00197-CV, 2022 Tex. App. LEXIS 2422, at *13 (Tex. App.—Houston [14th Dist.] Apr. 14, 2022, pet. denied) (“we have found no case in which a Texas court determined whether an arbitrating party waives an arbitrator's conflict if the party fails to investigate the arbitrator's background.”). Rather, “determining whether an arbitrator satisfied the disclosure duty does not turn on what facts are available to the complaining party[.]” *Hous. Vill. Builders*, 105 S.W.3d at 32. Therefore, “regardless of whether the [Allisons] knew or should have known of the Arbitrator's relationship with [an attorney and partner at the Collins Law Group], the Arbitrator's failure to disclose this relationship is evidence of h[er] partiality.” *Id.*

Because Ashby failed to fully disclose her relationship with Collins and Staubus and completely concealed her professional relationship with Besly, an attorney and partner at the Collins Law Group, and a witness adverse to the Allisons, evident partiality is demonstrated “regardless of whether the nondisclosed information necessarily establishes partiality or bias.” *TUCO Inc.*, 960 S.W.2d at 636; *Rodas v. La Madeleine of Tex., Inc.*, No. 05-14-00054-CV, 2015 Tex. App. LEXIS 3571, at *8 (Tex. App.—Dallas Apr. 10, 2015, pet. denied) (“Undisclosed business dealings between an arbitrator and persons or entities aligned with a party can support an evident partiality finding.”). Had Ashby fully disclosed her relationship with Collins and Staubus and disclosed her relationship with a partner from the Collins Law Group, the Allisons would have objected and struck Ashby as an arbitrator. Therefore, this bill of review should be granted and the judgment confirming the arbitration award should be vacated.

The Allisons had meritorious defenses to the breach of contract and quasi-contractual claims brought by the Lawyers, including:

- As to Caroline Allison, the contract was procured by means of duress, coercive tactics, and a misrepresentation that likely involved grounds for fraud and estoppel (including equitable estoppel).
- Any claims against the Allisons are barred in whole or in part because all conditions precedent to the Lawyers recovering an attorneys’ fee had not been satisfied. Namely, the Allisons had not received any recovery due to the problems associated with the underlying settlement.
- Any claims against the Allisons are barred in whole or in part because the underlying settlement has material defects impacting its enforceability in the manner as it was desired, which warrants a failure of a condition precedent assertion and a potential illegality assertion.
- Any claims against the Allisons are barred in whole or in part by a prior material breach by the Lawyers, including their breaches of fiduciary duty, negligence and violations of the Texas Deceptive Trade Practices Act.

- Any claims against the Allisons are barred in whole or in part because of the Lawyers' withdrawal, waiver, rejection of completing the work, and necessity of substitution of the attorneys prior to completion of the services.
- Any claims against the Allisons are barred in whole or in part by the doctrine of an offset, credit, and/or recoupment.
- Any claims against the Allisons are barred in whole or in part by a breach of fiduciary duty of a clear and serious nature that would warrant forfeiture.
- Any claims against the Allisons are barred in whole or in part because the fee contract has a condition precedent of their being a recovery before any contingent fee interest would generate. Here, there has been no recovery realized by the Allisons.
- Any claims against the Allisons are barred in whole or in part based on the doctrine of illegality, unenforceability, and failure to comply in whole or in part with Texas Government Code § 82.065 and Texas Disciplinary Rule of Professional Conduct 1.04(f) and/or the statute of frauds.
- Any claims against the Allisons are barred in whole or in part by unconscionability.

Those defenses are set out in the expert reports of attorneys Lillian Hardwick,²⁰ Kevin Spencer,²¹ and Sarah Pacheco.²² The Allisons were prevented from making these valid defenses due to the extrinsic fraud and nondisclosure described herein, which was unmixed with any fault or negligence on their own part. Accordingly, the Allisons are entitled to bill of review relief. The Court should therefore grant this Petition for Bill of Review and vacate the judgment confirming the arbitration award.

JURY DEMAND

Plaintiffs desire to have a jury decide this case and make this formal request pursuant to Texas Rule of Civil Procedure 216. This request is filed more than thirty days before this case has been scheduled for trial and all fees have been paid.

²⁰ Exhibit 14, Lillian Hardwick Original Report; Exhibit 15, Lillian Hardwick Supplemental Report.

²¹ Exhibit 16, Kevin Spencer Report.

²² Exhibit 17, Sarah Pacheco Report.

NOTICE OF INTENT TO USE PRODUCED DOCUMENTS

Pursuant to Rule 193.7 of the Texas Rules of Civil Procedure, each party is hereby given notice of Plaintiff's intent to use any and all documents produced by any and all parties at any pretrial hearing, deposition, proceeding, the trial of this matter, or any combination thereof.

PRAYER

WHEREFORE, Plaintiffs pray that after trial herein, that this bill of review be granted, that the underlying judgment be vacated, that costs of court be taxed against Defendants, and for such other and further relief, at law and in equity to which Plaintiffs may show themselves to be justly entitled.

Respectfully submitted,

THE KASSAB LAW FIRM

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Attorneys For Plaintiff Richard Allison

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing instrument has been forwarded to all known parties and/or counsel of record pursuant to the Texas Rules of Civil Procedure on this, the 18th day of August, 2026.

/s/ Dale Jefferson

Dale Jefferson

CAUSE NO. 2026-25756

**CAROLINE ALLISON AND RICHARD
ALLISON**
Plaintiffs

**BORUNDA, P.C., JORGE BORUNDA,
NICHOLAS ABAZA, LAW OFFICES OF
NICHOLAS ABAZA, P.C., MICHAEL
TREVINO, and LAW OFFICE OF
MICHAELA. TREVINO, PLLC,
Defendants**

IN THE DISTRICT COURT

OF HARRIS COUNTY, TEXAS

269th JUDICIAL DISTRICT

VERIFICATION

THE STATE OF TEXAS §

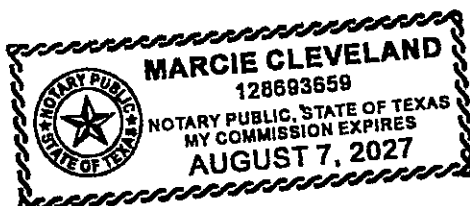
COUNTY OF Navy §

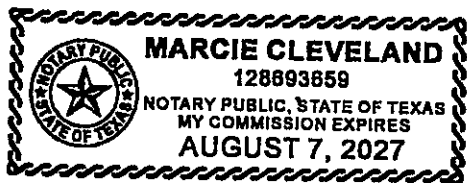
BEFORE ME, the undersigned Notary Public, on this day personally appeared Caroline Allison, known to me to be the person whose signature appears below, who being by me duly sworn on his oath, deposed and said that she has read the First Amended Petition for Bill of Review and Original Petition for Review, and that the factual statements contained in Original Petition for Bill of Review and First Amended Petition for Review are true and correct and based on the affiant's personal knowledge. The affiant further states that Exhibits 1-17 are true and correct copies of documents related to the arbitration referenced in the Original and First Amended Petition for Bill of Review.


Caroline Allison

SUBSCRIBED AND SWORN TO BEFORE ME on this 18th day of August 2026.

NOTED BEFORE ME on this 18 day of August 2026.
Marcie Cleveland
 Notary Public in and for the State of 8/7/2027





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.

Marcie Cleveland on behalf of Dale Jefferson

Bar No. 10607900

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Envelope ID: 118789139

Filing Code Description: Amended Filing

Filing Description: First Amended Petition for Bill of Review

Status as of 8/18/2026 4:55 PM CST

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