

Cause No. DC-18-03659

Donald Loughran and	§	In the District Court of
Linda Loughran, Individually and as	§	
Next Friend to M.L., a minor,	§	
	§	
<i>Plaintiffs,</i>	§	
	§	
vs.	§	Dallas County, Texas
	§	
Jimmy Sanders, Jr.,	§	
Prime Time Auto Group,	§	
J&S Auto Service,	§	
Otmane Barre d/b/a	§	
Complete Auto Group,	§	
B&G Auto Sales,	§	
Crescent Collision Center, LLC,	§	
LKQ Auto Parts of North Texas, L.P.,	§	
Lorentz Automotive, Inc., and	§	
Classic K Carrollton LLC d/b/a	§	
Classic Kia of Carrollton,	§	
Ammar Albayati d/b/a	§	
Albayati Motors, Inc.,	§	
Albayati Motors d/b/a	§	
Jordan Complete Collision,	§	
Adam Khazem d/b/a	§	
Salim Autocare,	§	
Salim Autocare, Inc. d/b/a	§	
Extreme Auto Care,	§	
Extreme Auto Care d/b/a	§	
AR7 Auto Care,	§	
Ahmad Khazem d/b/a	§	
Admo Care Car LLC,	§	
Ahmad Khazem d/b/a	§	
TBAK Investments,	§	
Aryan Hafzullih d/b/a	§	
Ace Auto and Tires,	§	
	§	
<i>Defendants.</i>	§	162 nd Judicial District

PLAINTIFFS' THIRD AMENDED PETITION

To the Honorable Judge of Said Court:

COME NOW, Donald Loughran and Linda Loughran, both individually and as Next Friend to M.L., a minor (hereinafter referred to as “Plaintiffs”), and respectfully file this Third Amended Petition against Jimmy Sanders, Jr., Prime Time Auto Group, J&S Auto Service, Otmane Barre d/b/a Complete Auto Group, B&G Auto Sales, Crescent Collision Center, LLC, LKQ Auto Parts of North Texas, L.P., Lorenz Automotive, Inc., Classic K Carrollton, LLC d/b/a Classic Kia of Carrollton, Ammar Albayati d/b/a Albayati Motors, Inc., Albayati Motors d/b/a Jordan Complete Collision, Adam Khazem d/b/a Salim Autocare, Salim Autocare, Inc. d/b/a Extreme Auto Care, Extreme Auto Care d/b/a AR7 Auto Care, Ahmad Khazem d/b/a Admo Care Car LLC, Ahmad Khazem d/b/a TBAK Investments, Aryan Hafzullih d/b/a Ace Auto and Tires (hereinafter referred to as “Defendants”).

I. Discovery Control Plan

1. Plaintiffs intend to conduct discovery under Level 3 pursuant to Rule 190.4 of the Texas Rules of Civil Procedure.

II. Parties

2. Plaintiffs Donald Loughran and Linda Loughran are married. They are the biological parents of Sarah Loughran, deceased, and the biological grandparents of M.L., a minor child. They reside in and are citizens of Texas.

3. Defendant Jimmy Sanders, Jr. is an individual who resides in and is a citizen of the State of Texas. Service of process upon this Defendant may be had by serving

Defendant at his place of business, [REDACTED], or wherever he may be found.

4. Defendant Prime Time Auto Group is a Texas business. Service of process upon this Defendant may be had by serving Jimmy Sanders, Jr. at [REDACTED] or wherever he may be found.

5. Defendant J&S Auto Service is a Texas business. Service of process upon this Defendant may be had by serving Jimmy Sanders, Jr. at 1 [REDACTED] or wherever he may be found.

6. Defendant Otmane Barre d/b/a Complete Auto Group is an individual doing business as Complete Auto Group. Service of process upon this Defendant may be had by serving Defendant at his place of business, [REDACTED] or wherever he may be found.

7. Defendant B&G Auto Sales is a Texas business. Service of process upon this Defendant may be had by serving Otmane Barre at [REDACTED] or wherever he may be found.

8. Defendant Crescent Collision Center, LLC is a Texas business. Service of process upon this Defendant may be had by serving Otmane Barre at 1 [REDACTED] or wherever he may be found.

9. Defendant LKQ Auto Parts of North Texas, L.P. is a foreign limited partnership doing business in Texas. Service of process upon this Defendant may be had by serving its registered agent for service, Corporate Creations Network, Inc., [REDACTED]

10. Defendant Lorentz Automotive, Inc. is a Texas corporation. Service of process upon this Defendant may be had by serving its registered agent for service, Angela Renae Lorentz, [REDACTED]

11. Defendant Classic K Carrollton, LLC d/b/a Classic Kia of Carrollton, is a Texas limited liability company. Service of process upon this Defendant may be had by serving its registered agent for service, Thomas Durant, [REDACTED]
[REDACTED]

12. Defendant Ammar Albayati d/b/a Albayati Motors, Inc. is an individual doing business as a corporation. Service of process upon Defendant can be had by serving him at [REDACTED]
[REDACTED], or wherever he may be found.

13. Defendant Albayati Motors d/b/a Jordan Complete Collision is a Texas business. Service of process upon this Defendant may be had by serving Ammar Albayati at [REDACTED] | [REDACTED]
[REDACTED] or wherever he may be found.

14. Defendant Adam Khazem d/b/a Salim Autocare is an individual doing business as a Texas business. Service of process upon Defendant can be had by serving him at [REDACTED] | [REDACTED], or wherever he may be found.

15. Defendant Salim Autocare, Inc. d/b/a Extreme Auto Care, is a Texas corporation. Service of process upon this Defendant may be had by serving its registered agent for service, Ahmad Khazem, at 2 [REDACTED] | [REDACTED]
[REDACTED]

16. Defendant Extreme Auto Care d/b/a AR7 Auto Care, is a Texas business. Service of process upon this Defendant may be had by serving its registered agent for service, Ahmad Khazem, at [REDACTED]

17. Defendant Ahmad Khazem d/b/a Admo Care Car LLC, is an individual doing business as a Texas business. Service of process upon this Defendant may be had by serving Ahmad Khazem at [REDACTED]

18. Defendant Ahmad Khazem d/b/a TBAK Investments, is an individual doing business as a Texas business. Service of process upon this Defendant may be had by serving Ahmad Khazem at [REDACTED]

19. Defendant Aryan Hfzullih d/b/a Ace Auto and Tires, is an individual doing business as a Texas business. Service of process upon this Defendant may be had by serving Defendant at [REDACTED]

III. Tex. R. Civ. P. 47

20. As a general matter, Plaintiffs' counsel believes that the amount of damages to be awarded to a claimant is strictly within the province of the jury. The damages sought by Plaintiffs in this case won't be measured by a specific dollar amount as much as they are based on the collective wisdom of a jury. Indeed, the jury will be reminded that it is solely up to them to award intangible damages for all applicable non-economic damages.

21. Despite all of the foregoing, and despite the many objections lodged by both the defense bar and the plaintiff bar, the rules now provide that a plaintiff must state how much money a plaintiff is seeking in a given suit. Therefore, due to the new rules

put in place in 2013, and pursuant to Texas Rule of Civil Procedure 47(c)(5), Plaintiffs, through counsel, hereby states that Plaintiffs are seeking monetary relief of over \$1,000,000.

IV. Assumed and Common Names

22. Pursuant to the Texas Rules of Civil Procedure, Plaintiffs hereby give notice that all defendants are being sued in all of their business or common names regardless of whether such businesses are partnerships, unincorporated associations, individuals, entities, or private corporations.

V. Facts

23. On or about January 11, 2017, Sarah Loughran was driving a 2013 Kia Soul (VIN# [REDACTED]) traveling on Beverly Drive in Highland Park, Dallas County, Texas.

24. For unknown reasons, Sarah Loughran lost control of the subject vehicle, and the vehicle ultimately struck a tree.

25. At the time of the accident, Sarah Loughran was properly seated and properly wearing the available seat belt.

26. However, despite being properly seated and properly wearing the available seat belt, Sarah Loughran sustained fatal injuries when the vehicle failed to protect her because the vehicle's airbag did not work.

27. The vehicle did not properly protect Sara Loughran because of the acts and/or omissions of one or more of the Defendants.

28. One or more of the Defendants had either failed to notice the vehicle's airbag was not working, or had installed a counterfeit airbag which did not work during the subject accident.

29. In fact, an "airbag counterfeiter" made a fake cover for the center steering wheel column that houses the airbag. It resembles the factory version complete with the Kia logo and an airbag stamp. The cylindrical housing was stuffed with black plastic instead of an airbag.

30. In Texas, the penalty for installing a counterfeit airbag that results in the death of a person is a First Degree Felony that can result in life imprisonment.

31. The mystery of who installed the counterfeit airbag begins in June of 2016 at the Insurance Auto Auctions (IAAI.com) salvage yard located in Wilmer, Texas. The previous owner of the Kia had been involved in a front end collision on June 13, 2016. The driver's airbag deployed in the accident. Progressive Insurance declared the \$11,929 vehicle a total loss.

32. In mid October of 2016, Insurance Auto Auctions sold the wrecked Kia to Al Bayati Motors which is owned by Ahmad Khazem. Khazem also owns Extreme Auto Care in Carrollton. Extreme Auto Care sold the Kia to Jimmy Sanders according a handwritten note by Sanders.

33. Sanders represents the Complete Auto Group and Prime Time Auto Group which are used car dealerships located in Farmers Branch. Complete Auto Group is owned by Barre Otmane.

34. Sanders had the car inspected by Classic Kia of Carrollton on December 5, 2016. The dealership's records indicate that the airbag warning light was on and that Sanders declined to pay more than \$800 to replace the airbag sensor.

35. Two days later Sanders bought a recycled airbag sensor for \$149 through J&S Auto Service in Plano which he apparently owns.

36. The Complete Auto Group sold the 2003 Kia to Sara Loughran's father.

37. Based upon information and/or belief, below is a timeline of events:

October 11, 2016

- AAI sold the wrecked Kia to Al Bayati Motors, [REDACTED] [REDACTED] (Ahmad Khazem's Driver License is on the vehicle pullout request and he is listed on the Assignment of Title)
- Al Bayati Motors, Suite B, [REDACTED]
- [REDACTED] is owned by Aryan Hafzullih DBA Ace Auto and Tires.
- Ahmad Khazem owns Extreme Auto Care DBA as AR7 Auto Care, [REDACTED] [REDACTED]. The service station property is owned by 4 AS Realty LLC, [REDACTED]
- AR7 Auto Care: Managing Members: Ahmad Khazem and Roberto Martinez-Bouza
- Ahmad Kahzem is also the Managing Member of Admo Care Car LLC, [REDACTED] [REDACTED]
- Ahmad Kahzem and Tarek Badreddine are Members of TBAK Investments, LLC. [REDACTED]
- Adam Khazem is the President and Director of Salim AutoCare, [REDACTED] [REDACTED]. The business address for Corporation is the same as Extreme Auto Care

October 29, 2016

- Kia passes inspection conducted by Extreme Auto Care.

November 21, 2016

- Used vehicle inspection conducted by Lorentz Automotive for John Haney, [REDACTED] [REDACTED]. Lorenz noted that the airbag light was on and front brakes were worn almost to the metal.

December 5, 2016

- Classic Kia of Carrollton conducts an inspection for Customer: Jimmy Sanders,
- Classic Kia notes the airbag light is on and Sanders declined the repair (\$800 for new airbag sensor)
- Jimmy Sanders is listed as the contact on the website for Complete Auto Group located at [REDACTED]
- Sanders owns Prime Time Auto Group which is located at the same Farmers Brand address as Complete Auto Group.
- Complete Auto Group is owned by Barre Otmane, [REDACTED]
- B&G Auto Sales also operates out of the same address. Managers Otmane Barre and Omar Gouyfelane
- Crescent Collision Center, LLC, Managing Directors Otmane Barre and Tony Alaazia. List its corporate address at the same location as Complete Auto Group. It listed the business location as address as [REDACTED]

December 7, 2016

- Jimmy Sanders purchases a recycled airbag sensor from LKQ. It is sold to J&S Auto Service in Plano which is owned by Sanders

38. It is an imprudent and negligent act for a dealer or service repair facility to place cars on the market or back on the road if the vehicle's safety systems are not all properly functional. The Defendants either knew this and/or should have known this.

39. The negligence of one or more of the Defendants was the cause of Sara Loughran's fatal injuries and Plaintiffs' damages.

40. The negligence of one or more of the Defendants was inherently undiscoverable until an accident occurred, and Plaintiffs had no objective knowledge of any actionable conduct until after the accident. The negligence was essentially undetectable, inherently dormant, characterized by prolonged latency, and no immediate injury manifested itself to alert Plaintiffs until after the accident.

VI. Cause(s) of Action as to Defendants

41. Plaintiffs' claims against the Defendants include all of what has previously been mentioned.

42. Additionally, Plaintiffs file this claim due to the negligent acts and/or omissions of one or more of the Defendants which include, but which are not necessarily limited to, one of more of the following:

- a. making representations and/or failing to inform (failure to warn) Plaintiffs regarding the vehicle;
- b. negligent in the vehicle's repair;
- c. negligent in modifications to the vehicle;
- d. negligent in supervision;
- e. negligent in quality control;
- f. negligent in maintenance;
- g. negligent in service;
- h. failing to properly inspect the safety of the vehicle;
- i. failing to properly inspect for, repair, and/or report safety hazards; and/or
- j. failing to properly inspect the safety systems on the vehicle.

43. The injuries resulted from the gross negligence, malice, and/or unconscionable conduct of one or more of the Defendants, which entitles Plaintiffs to exemplary damages under Texas Civil Practice & Remedies Code section 41.003(a).

44. The facts at trial will further prove fraud and/or deception on the part of one or more of the Defendants.

45. One or more of the Defendants engaged in an unconscionable action or course of action that took advantage of the lack of knowledge, ability, experience, or capacity to a grossly unfair degree.

46. Plaintiffs also state that the Defendants were negligent and/or grossly negligent. Defendants failed to ensure that the vehicle had properly functioning safety systems and/or that it was crashworthy.

47. Defendants are responsible for the conduct, acts, and/or omissions of their employees under the doctrine of respondeat superior.

48. The injuries resulted from the gross negligence, malice, or unconscionable conduct of one or more of the Defendants, which entitles Plaintiffs to exemplary damages under Texas Civil Practice & Remedies Code section 41.003(a).

49. One or more of the Defendants violated Texas Transportation Code Section 547.614.

50. After materials are produced in discovery and after Defendants and others have been deposed, additional allegations may come to light, and Plaintiffs reserve the right to amend their pleadings.

VII. Damages to Plaintiffs

51. As a result of the acts and/or omissions of one or more of the Defendants, Plaintiffs have suffered past and future: loss of care, maintenance, support, service, advice, counsel, reasonable contributions of a pecuniary value, loss of companionship and society, loss of consortium, emotional distress and mental anguish as a result of the death of Sarah Loughran.

52. As a result of the acts and/or omissions of one or more of the Defendants, Plaintiffs have become obligated to pay reasonable and necessary funeral and burial expenses as a result of the fatal injuries to Sarah Loughran.

53. The above and foregoing acts and/or omissions of one or more of the Defendants, resulting in the fatal injuries to Sarah Loughran, have caused actual damages to Plaintiffs in excess of the minimum jurisdictional limits of this Court.

IX. Intent to Use Defendant's Documents

54. In accordance with Texas Rule of Civil Procedure Rule 193.7, Plaintiffs hereby notify Defendants that any and all documents produced to Plaintiffs by Defendants in response to written discovery requests may be used at any pretrial proceeding, as well as entered into evidence at the final trial of this cause, and are considered authenticated as to producing parties by the fact of production itself.

X. Conclusion and Prayer

55. For the reasons presented herein, Plaintiffs pray that Defendants be cited to appear and answer, and that upon a final trial of this cause, Plaintiffs recover judgment against Defendants for:

- a. actual damages;
- b. economic and non-economic damages;
- c. exemplary damages;
- d. prejudgment and post-judgment interest at the maximum legal rate provided by law;
- e. costs of suit; and
- f. all other relief, general and special, to which Plaintiffs are entitled to at law and/or in equity, and/or which the Court deems proper.

Respectfully submitted,

The TRACY firm

/s/ E. Todd Tracy

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CERTIFICATE OF SERVICE

I hereby certify that on the 28th day of November, 2018, I caused to be served a true and correct copy of the foregoing document to all counsel of record via certified mail and/or by another manner as authorized by the Texas Rules of Civil Procedure.

/s/ E. Todd Tracy

E. Todd Tracy

Wendell P. "Chip" Martens, Jr.

Andrew G. Counts