

CAUSE NO. D-1-GN-09-002028

David P Griffin,)	IN THE DISTRICT COURT
Plaintiff,)	
)	
vs.)	126TH
)	
CITY OF AUSTIN, RONDELLA)	
HAWKINS, individually and as an)	
employee of the City of Austin, PUBLIC)	
ACCESS COMMUNITY TELEVISION aka)	FILED IN THE DISTRICT COURT
CHANNEL AUSTIN, GARRY WILKISON)	OF TRAVIS COUNTY TEXAS
and LINDA LITOWSKY, individually, and as)	JUN 24 2009
Executives of Public Access Community)	AT 2:41PM
Television, CATHY BEAUDOIN, JACKIE)	
GOODMAN, CELIA HUGHES, EMANUEL,)	
LIMEL PALOMU, DANIEL SCARDINO,)	
DEBORAH L. HILL, TRENA DENLEY,)	
HELENE CAUDILL, individually and as Board)	
Members of Public Access Community)	
Television,)	
)	
Defendants.)	

PLAINTIFF’S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

Discovery

1. Plaintiff intends to conduct discovery under Level 2, as specified in Rule 190.3, Texas Rules of Civil Procedure.

2. NOW COMES Plaintiff, DAVID P GRIFFIN, in accordance with the Texas Rules of Civil Procedure, files this, his original petition, against Defendants, CITY OF AUSTIN, RONDELLA HAWKINS, individually and as an employee of City of Austin, PUBLIC ACCESS COMMUNITY TELEVISION also known as CHANNEL AUSTIN, GARRY WILKISON and LINDA LITOWSKY, individually and as Executives of Public Access Community Television, CATHY BEAUDOIN, JACKIE GOODMAN, CELIA HUGHES, EMANUEL LIMEL PALOMU, DANIEL SCARDINO, DEBORAH L. HILL, TRENA DENLEY, HELENE CAUDILL, individually and as Board Members of Public Access Community Television, singly and collectively, for

causes of action as hereinafter set forth, Plaintiff states the following:

PARTIES

3. Plaintiff, **DAVID P GRIFFIN**, is a citizen of the United States and a Texas resident residing at 15406 Ullman Drive, Austin, Texas 78734

4. Defendant **CITY OF AUSTIN** is a Municipality duly constituted in Travis County, State of Texas which may be served by process by its City Manager, **MARC A. OTT**, at City Hall, 301 W 2nd Street 3rd Floor, Austin Texas 78701.

5. Defendant **RONDELLA HAWKINS**, is an employee of the City of Austin, at 124 West 8th Street, Suite 210, Austin, Texas 78701.

6. Defendant **PUBLIC ACCESS COMMUNITY TELEVISION AKA CHANNEL AUSTIN**, is a 501(c) Non-Profit organization contracted by the City of Austin to manage the resources and assets of Public Access Channels and whose principle place of business is serviceable upon **LINDA LITKOWSKY** as Officer and Resident Agent of said corporation, at 1143 Northwestern Avenue, City of Austin, Texas 78702, hereinafter referred to as “PACT” and/or “Management.”

7. At all times during the timing of the incidents complained of herein and their resulting actions, Defendant **GARRY WILKISON** (“GARRY”), individually and as an executive and Chief Operating Officer of Defendant PACT is directly responsible for the day-to-day activities of PACT’s operations and resides at 6103 Gena Court, Austin, Texas 78757.

8. At all times during the timing of the incidents complained of herein and their resulting actions, Defendant **LINDA LITOWSKY** (“LINDA”), individually and as an executive and Chief Executive Officer of PACT is directly responsible for the day-to-day activities of PACT’s operations and resides at 105 Lake Hills Drive North Austin, Texas 78733-3109 USA.

9. Defendants **CATHY BEAUDOIN**, 1000 Brazos St., Ste 202, Austin, Texas 78701, **JACKIE GOODMAN**, 1143 Northwestern Avenue, Austin, Texas 78702, **CELIA HUGHES**, 3710 Cedar Street #7, Austin, Texas 78705, **EMANUEL LIMUEL JR.**, 416 W Johanna St Austin, Texas 78704, **OSCAR PALOMO**, 1006 Durham Dr, Austin, Texas 78753, **DANIEL SCARDINO**, 100 Congress Avenue, Suite 1100 Austin, Texas 78701, **DEBORAH L. HILL**, 5930, Middle Fiskville Rd., Austin, Texas 78752-

4390, and **HELENE CAUDILL**, PH. D. 3001 South Congress Austin, Texas 78704 are individuals who collectively and individually are Board Members and representatives of PACT (hereinafter referred to as “BOARD”).

JURISDICTION & VENUE

10. The District Court of Travis County, State of Texas has jurisdiction over this cause of action because Plaintiff’s damages are in excess of the jurisdictional minimum amount in controversy for such.

11. Venue is proper in Travis County, State of Texas, pursuant to Texas Civil Practice and Remedies Code 15.001 because that is where part or all of the cause of action accrued.

Background:

12. Public Access Community Television (hereinafter “PACT”) is located in a City of Austin owned building, and contracted by the City of Austin to provide management services. The purpose of PACT is to “provide the means for community dialogue through media technology” and to promote “the creative power and First Amendment right to free speech for all members of the Austin community who wish to access the television and multi media forums.” It further states as its mission statement: “ChannelAustin believes that freedom of expression should be available to all members of the Austin community regardless of disability or ability, on a fair and equitable basis that is non-discriminatory, non-commercial, non-exclusive, and content neutral.” (<http://www.channelaustin.org/aboutus/mission>).

13. The previous management vendor for PACT was in place more than 25 years. It is public knowledge that an investigation of former management revealed neglect of the facilities and equipment, “missing” equipment and more than \$350,000 in embezzled funds by said vendor. Prior to their contract running out, RONDELLA HAWKINS was the contract officer overseeing such contract and continues to do so to the present day. When the current management took over the operations of said facility it was in a great disrepair.

14. Plaintiff was an employee of Defendant PACT acting in the role of Equipment Director from January 15, 2006 through his termination on June 30, 2008.

FACTS

HOSTILE WORK ENVIRONMENT

15. Plaintiff hereby restates and adopts the allegations set forth in Paragraphs 1 through 14, inclusive, as if fully set forth herein in full.

16. **False Review Report, Threats of Termination.** On March 25th, 2008 at Plaintiffs annual review meeting with Management, false statements and accusations were made by Defendants LINDA and GARRY regarding Plaintiff's performance. Plaintiff formally disagreed with the evaluation and refused to sign the evaluation. However, after being intimidated with threats of losing his job, Plaintiff signed said false review.

17. **Management Employed Tactics of Intimidation as to Job Security.** During the staff meeting on March 25, 2008, Defendant LINDA made several public and private statements "to get rid of the old boys," indicating a new hiring policy has been instituted: to hire only younger staff (16-25) who arrive as interns and phased-in as full-time employees. As Equipment Director, LINDA instructed Plaintiff to "fire the Old White Guy" (Bob Bartlett) and not to hire any more older white men. This created a hostile work environment for the staff members over the age of 25, including the Plaintiff. In the following weeks Plaintiff was instructed by LINDA to irradically change Bob's schedule on a regular basis and then require him to take more job training in the hopes that Bob would become frustrated and quit. Plaintiff was told to document every incident that could be used to deny him his unemployment benefits and with a heavy heart, Plaintiff did as instructed. Three months later Plaintiff was instructed by Management to terminate Bob's employment with PACT. As his supervisor, Plaintiff protested the treatment of Bob Bartlett to no avail. Three months prior to terminating Bob Bartlett, LINDA made many slanderious and derogatory remarks about him and his abilities to perform his job, all of which statements Plaintiff (as Bob's immediate Supervisor) attests were not true.

18. **Acts of Intimidation Carried Out as to Other Staff Members.** David Fitzpatrick, was a permanent part-time employee of PACT and over the age of 50 who relayed to Plaintiff several incidents of non-payment or late payment of his salary. The Plaintiff was Mr. Fitzpatrick's immediate supervisor. Additionally, Mr. Fitzpatrick

informed Plaintiff of an incident that took place on June 23, 2008, wherein a substantial amount of cash money was left in a drawer. Mr. Fitzpatrick expressed his concerns to Plaintiff that he suspected the placement of the money was an attempt at entrapment for the crime of theft. Plaintiff brought these grievances and concerns to the attention of GARRY without redress. Later when Plaintiff asked Mr. Fitzpatrick how this issue was resolved, Mr. Fitzpatrick stated that management blamed Plaintiff for all the mistakes and errors in time sheets being submitted by Mr. Fitzpatrick, which actions caused the delay in his being paid on time. Mr. Fitzpatrick added that management further advised him that Plaintiff did not properly sign his time sheets, did not route them through the proper channels, and that Mr. Fitzpatrick's woes were directly caused by Plaintiff's negligence which statements were false and known to be false at the time Defendants GARRY and LINDA made such statements, to the detriment of Plaintiff's character and professionalism. The fact is David Fitzpatrick was a permanent, part-time staff member, paid a fixed salary and Management never required or asked Plaintiff to prepare, sign or approve Mr. Fitzpatrick's time sheets at any time nor in the case of his absence due to illness or other cause. In fact, Plaintiff asserts that managing any staff member's time sheets are not within his realm of duties as Equipment Director. However, in order to cover up Management's mistakes, Defendants GARRY and LINDA voiced to other staff members and the Board such untruths and in the process, slandering Plaintiff by telling his staff that Plaintiff was negligent in his duties, and that by making such false and misleading statements, Defendants GARRY and LINDA undermined Plaintiff's authority, again placing undue emotional pressure on Plaintiff.

19. **Forced to Suffer Abusive Behavior.** In the two and a half years that Plaintiff worked for PACT, producer Mary Alshire was verbally abusive to both Plaintiff and staff. Mary Alshire would accuse staff of sabotaging her program. Staff agreed that Mary Alshire was acting out in an extreme psychotic and paranoid manner. If a staff member reported or complained to Management about Ms. Alshire's erratic behavior, Management always sided with Mary Alshire. If a staff member complained loudly or more often about Ms. Alshire's conduct, they were summarily dismissed from employment. Former PACT employee Russell Clark's freelance contract was terminated after he complained about Mary Alshire. Former PACT employee Mike Ness quit after

his last conversation with Mary Alshire. Susan Stein, a former receptionist at PACT, resigned her position shortly after a conversation with Management about Mary Alshire. Management's refusal to support their own staff created a tense and hostile work environment.

PROTECTION SOUGHT UNDER THE WHISTLE BLOWER ACT

20. Plaintiff hereby restates and adopts the allegations set forth in Paragraphs 15 through 19 inclusive as if fully set forth herein in full.

21. **Termination Based on Whistle Blowing in Response to Equipment Repair Made Under False Representations.** On June 3, 2008 while reviewing repair orders, GARRY completed a repair order for his personal video equipment but listed such equipment repair orders as belonging to and being the property of the City of Austin, in an act to defraud the City for the cost of the repair. The repair estimate was over \$1,100.00. After Plaintiff in his capacity as Equipment Director asked the Defendant for an explanation of the repairs, GARRY became highly agitated and hostile. By the end of June, Plaintiff was terminated without cause. The Plaintiff feel certain it was because Plaintiff brought this criminal activity to GARRY's attention and fired Plaintiff in retaliation. The stress and tension between Plaintiff and Management escalated from the June 3, 2008 to June 30, 2008 and was unbearable, forcing Plaintiff to work in a hostile environment, all of which negatively impacted both Plaintiff's physical and mental health, forcing him to seek medical attention.

22. **Termination Based on Whistle Blowing in Response to Plaintiff Questioning Suspicious Conduct of Unlawfully Selling City Equipment.** On or about January 18, 2008, while Plaintiff and his staff were taking inventory of equipment, Plaintiff realized that two AVID Donegal's were missing. This is a small but very expensive device. The expense of replacing one of these devices is approximately \$700.00. When Plaintiff asked GARRY about the missing Dongal's, said Defendant informed Plaintiff that one was lost by LINDA and that the other one, Management had sold to Board Member, Ms. Cathy Beaudion. In this one instance alone, there was a total loss to the City of Austin in the sum of \$1,400.00 in assets, a glaring mismanagement of public funds. In response, Plaintiff questioned the ethics of Management in selling of this device to a board member. Shortly after this conversation, Plaintiff was terminated and

Plaintiff believes that his termination was in retaliation of Plaintiff's questioning of wrongdoing by Management.

23. **Termination on Whistle Blowing in Response to Misappropriation of Funds by Management.** The purchase of the AVID editing system by Management under the direction of both GARRY and LINDA was very wasteful financially. PACT has spent tens of thousands of dollars on AVID equipment and software. However, the bulk of PACT producers use Final Cut Pro, a much less expensive editing system because it is easier to learn and an industry standard. In fact the only reason for purchasing this equipment was because Management uses it for its own personal use and not to benefit the company or the public. In Plaintiff's position as Equipment Director, he questioned the actions of Defendants GARRY and LINDA for misappropriation of money spent for equipment that was purchased solely for their personal use. When Plaintiff questioned Management as to these actions, Plaintiff was advised "not to concern" himself with these matters. Shortly after this incident, Plaintiff was summarily terminated.

24. **Termination Based on Whistle Blowing in Response to Illegal Activities of Defendants.** On June 17, 2008, Plaintiff caused Board Member Daniel Scardino to be personally served with correspondence informing him of Plaintiff's concerns and advising him of the actions of Defendants and each of them. However, to date, no action or acknowledgement of these concerns were made or addressed. Defendants PACT and its Directors and Board knew, or should have known, that it was providing and continues to provide an unsafe and deplorable working environment. Shortly after notifying the appropriate Board members of the wrongful behavior of Management, Plaintiff was terminated from his position as Equipment Director on June 30, 2008. Plaintiff believes that he was fired for being a whistle blower and requests protection under the Whistle Blower Act.

25. **Responsibility of Board Members in Overseeing Abuses at Workplace.** It is the responsibility of the BOARD Members to oversee the operations of PACT and to advise on its conduct of business with the public. If a question arises as to PACT's daily operations, it is addressed by the board at their regularly and/or emergency scheduled meetings, including operations as well as hiring and firing decisions. On June 20, 2008, Plaintiff informed Board Member Jackie Goodman by email communication of

Plaintiff's concerns and advising him of the actions of Defendants and each of them. However, to date, no action or acknowledgement of these concerns were made or addressed. Defendants PACT, its Directors and Board knew, or should have known, that the slanderous conduct and illegal activities of its executives was improper and would adversely affect Plaintiff.

SLANDER, LIBEL, HARASSMENT

26. Plaintiff hereby restates and adopts the allegations set forth in Paragraphs 20 through 25 inclusive as if fully set forth herein in full.

27. **Slanderous and Insulting Accusations Causing Both Emotional and Physical Harm.** On June 11, 2008 at 5:30PM, Plaintiff went into LINDA's office to ask her why GARRY was telling staff that Plaintiff was not doing the assignments assigned to him that were in fact never assigned to him. Before Plaintiff had an opportunity to discuss the matter, LINDA stated that she had to tell Plaintiff something and that it was personal in nature. Plaintiff asked her what? She complained of Plaintiff's body odor stating that his personal hygiene was intolerable. According to witnesses this was totally unfounded. Plaintiff believes this was an act of degradation in order to incite anger and humiliation in Plaintiff with the aim at making the workplace so intolerable that Plaintiff would be forced to leave his position. Such statements were slanderous in nature and presented a hostile working environment. Plaintiff was stunned and immediately went to three other staff members requesting their opinion as to his hygiene at that particular moment and if he did indeed "stink?" The employees he spoke to were Maria Stien, Brian Blake and Stefan Ray, all of which who stated that these were unfounded accusations and another form of harassment. This incident truly caused Plaintiff emotional damage and embarrassment. It was a personal insult and caused undue emotional distress to Plaintiff, adding to his physical health issues.

28. **Emotional and Monetary Damages.** Defendant PACT, its Directors and Board caused Plaintiff irreparable emotional damages as well as monetary damages by its actions. Since Plaintiff's wrongful termination by PACT, Plaintiff has been unable to secure employment despite Plaintiff's exhaustive efforts. Each employment possibility ends abruptly when the conversation turns to Plaintiff's former employment with PACT and his working relationship with GARRY and LINDA. The end result is that due to the

small market for video production in the Austin area, Plaintiff has been unable to secure employment in his field resulting in great financial hardship, which has carried over to marital discord resulting in the termination of his marriage of 28 years. The actions of Defendants, and each of them has caused irreparable emotional damage as well as libel damages to Plaintiff's reputation. As a direct result of Defendants actions, Plaintiff suffered medical damages and costs, the total of same to be determined at trial hereof.

29. **Access to Services of PACT Equipment and Services Denied.** Prior to Plaintiff's termination from PACT, Plaintiff was a bonafide producer at PACT enjoying the privileges as a producer including access to rental equipment and studio services. Since Plaintiff's termination from PACT in June of 2008, Plaintiff as a public citizen and producer at PACT, was barred access by Management for services or to rent equipment. Plaintiff was advised that it was company policy to deny access privileges to anyone who has an outstanding lawsuit against PACT. Plaintiff filed a complaint against the named Defendants herein in the District Court for Travis County, Case No. D-1-GN-09-000096 in January 09, 2009, for recovery of damages in an attempt to pursue his legal remedies caused by the conduct of Defendants. On January 12, 2009, Defendants caused removal of said District Court lawsuit to the United States Federal Court in Case No. A-09-CV-107-LY. Thereafter, at the request of Plaintiff, Federal District Court Judge Yakel on June 05, 2009 entered a final order of dismissal of both the State and Federal action without prejudice, acknowledging that by withdrawing Plaintiff's claim for termination based on age discrimination, he may proceed in the District Court with his other claims against the named Defendants that do not fall within the jurisdiction of the Federal Court. On June 12, 2009, Plaintiff returned to PACT with the intent of paying current his producer's fees permitting access to the facilities and services provided for by PACT. However, Plaintiff was denied access despite the fact that Defendants were in possession of the Federal Court Order dismissing the action. By failing to accept Plaintiff's payment of producers fees and denying access to a public facility, Defendants and each of them are working in collusion in an effort to prevent Plaintiff's right of free speech.

30. **Censorship, Interference with Web Site Provider, Attempts to Block Plaintiff's Freedom of Speech.** In 2005, Plaintiff contracts his ISP services through Hostia (Hostica.com/Jatech Corporation), an internet provider and web hosting company

for Plaintiff's business website Griffin Communications (<http://griffincomm.com>). In connection with the dismissed federal action referenced in paragraph 29 above, Plaintiff routinely and legally posted copies of his pleadings in that case on his website, for the sole purpose as a pro se litigant to get feedback from colleagues on how to respond. On or about May 18, 2009, Plaintiff noticed that his web site wasn't working. Plaintiff contacted technical support and left a voice mail requesting a return call. Plaintiff called a second time and the call was automatically routed to voice mail. Again no response. However, on May 25, 2009, Plaintiff was informed, and upon such information believes, that correspondence was received by Plaintiff's web site host from legal counsel representing the Defendants in the aforementioned federal action requesting that Plaintiff's account be frozen. All requests for copies of such correspondence has been denied. Plaintiff alleges that Defendants, their representatives, and each of them conspired to deprive and continue to deprive to the present day, Plaintiff's right of free speech by denying him access to his own website and restricting his voice via video programming at PACT, a public facility.

CONSPIRACY TO COVER UP ILLEGAL ACTIVITY

31. Plaintiff hereby restates and adopts the allegations set forth in Paragraphs 26 through 30 inclusive as if fully set forth herein in full.

32. **Conspiracy and Collusion.** Defendants LINDA, GARRY, the BOARD, and CITY OF AUSTIN, and its employee Defendant HAWKINS acted collectively and individually in contributing to the events and damages being complained of herein. Plaintiff alleges that said Defendants met in secret and that it was their combined efforts of collusion that brought about the events and results complained of by Plaintiff herein. Plaintiff alleges that the Defendants, and each of them, severally and collectively conspired to cover up illegal activities of Defendants by summarily and wrongfully dismissing Plaintiff from his employment, which actions resulted in Plaintiff suffering great emotional, physical as well as financial harm. Plaintiff further alleges that the actions and inactions of Defendants were done in collusion with each other with the goal of forcing Plaintiff out of his employment with PACT in order to cover up the illegal activities of Defendants and each of them.

33. **Medical Damages and Hush Money.** On June 24, 2008, Plaintiff sought

medical attention from his primary physician (Sunny Kallmer, PA-C, Dewitt Family Care Clinic, 1700-B RR620 South, Austin, Texas 78734, 512-263-9111) with complaints of ill health. Plaintiff's blood pressure was out of control. After being examined by his physician, Plaintiff was advised that the stress of the employment environment was literally killing him and ordered Plaintiff to take time off from his employment. Plaintiff in turn, by email communication on June 24, 2008, informed both GARRY and LINDA of his physician's instructions. While on medical leave, on June 26, 2008, Management called Plaintiff to arrange a meeting for the following day, June 27, 2008. Plaintiff advised management that he was still out on sick leave and was not well enough to travel. GARRY suggested a meeting at a location closer to Plaintiff's home. At 10:00 PM on June 27, 2008, GARRY met with Plaintiff and informed Plaintiff that his position had been terminated and that Plaintiff's services were no longer required. GARRY then requested Plaintiff to sign a document waiving all his legal rights and that in return, GARRY would give him a check in the amount of \$ 4,000.00. It was and is Plaintiff's contention that this attempt to pay off Plaintiff was "hush" money in order to keep others from discovering the unethical and illegal behavior being carried out by Defendants GARRY and LINDA under protection of the Board and City of Austin.

34. **Negligence of Defendant CITY OF AUSTIN and RONDELLA HAWKINS.** Rondella Hawkins is a City of Austin employee and responsible for managing the contract between PACT and the City of Austin. Under her administration, the previous contractor embezzled more than \$350,000.00. She negligently stood by and allowed PACT facilities to deteriorate. Over the last three years Rondella Hawkins has diverted Public Access funds to Channel 6 while negligently allowing Public Access to continue to fall into disrepair. Ms. Hawkins is the immediate supervisor of LINDA and GARRY and to whom said Defendants answer to. On or about July 16, 2008, Plaintiff notified Rondella Hawkins of the unprofessional behavior and illegal activities of Management at PACT and to Plaintiff's knowledge has taken no action. Plaintiff alleges that Ms. Hawkins conspired with LINDA and GARRY by her inaction to properly oversee the day-to-day affairs of Management and therefore contributed to the damages sustained by Plaintiff.

35. **Cover-Up of Negligence by CITY OF AUSTIN.** On September 24, 2008, an open records request was made to an employee of the City of Austin known only by Plaintiff as “TARA” at the City of Austin. The response received by Plaintiff was that there were no plans to upgrade the wiring in the building. However, upon further inspection of documents furnished in this open records request, it was noted that there was \$150,000.00 budgeted for just the wiring that Plaintiff had requested. Rondella Hawkins knew this information and deliberately hid this information from the requester, violating the Open Records Act.

36. **Negligence of Officials to Pursue Allegations of Illegal Activity.** On or about September 14, 2008, Plaintiff notified the Chief of Police for Austin, Texas of the criminal activity and the unprofessional behavior of Rondella Hawkins. To Plaintiff’s knowledge, he took no action. On or about Oct. 09, 2008, Plaintiff emailed and sent letters to the City Mayor and the City Council reasserting Plaintiff’s concerns but said Defendants on behalf of the CITY OF AUSTIN failed to take any action nor have they responded in any manner.

PUNITIVE DAMAGES

37. Plaintiff hereby adopts the allegations set forth in Paragraphs 31 through 36 inclusive as if fully set forth herein in full.

38. The actions of Defendants severally and collectively, as set forth herein were willful, conspiratorial in nature, wanton and/or reckless and warrant the imposition of punitive damages.. By reason of the aforementioned acts, omissions and results, Plaintiff prays for punitive damages, permitted by statute and law, against Defendants, and each of them

FINANCIAL DAMAGES

39. **Loss of Income and Home.** As a direct result of Defendants actions, Plaintiff has suffered great financial harm. Due to slanderous remarks made by Defendants, Plaintiff is unable to pursue his life-long career in the vocation of his choice. When employed, Plaintiff was earning an annual salary of \$____. With unemployment benefits running out, Plaintiff is now losing his home.

PRAYER

WHEREFORE, THESE PREMISES CONSIDERED, Plaintiff prays that

Defendants, and each of them, be cited to appear herein, and that upon final determination hereof, that Plaintiff recover judgment against said Defendants for monetary damages in a sum in excess of the minimal jurisdictional limits of this Court. Plaintiff additionally prays for both compensatory and punitive damages, medical damages, reasonable attorney's fees, prejudgment and post-judgment interest, court costs, and for such other and further relief, both general and special at law or in equity, to which Plaintiff may be justly entitled.

Respectfully submitted,

DAVID P. GRIFFIN, PLAINTIFF in pro per
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