

**CAUSE NO. 2015-03070**

**MARIO EFRAIN ROSALES BARRALAGA** § **IN THE DISTRICT COURT OF**  
*Plaintiff,* §  
§  
**V.** § **HARRIS COUNTY, TEXAS**  
§  
**COOPER TIRE & RUBBER COMPANY** §  
**and EDWIN REYES EDGARDO-CASTRO** §  
*Defendants.* § **295<sup>th</sup> JUDICIAL DISTRICT**

**PLAINTIFF'S SECOND AMENDED PETITION**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW CHRISTINA GOMEZ, as Next Friend of MARIO EFRAIN ROSALES BARRALAGA, Plaintiff in the above-styled and numbered case, complaining of COOPER TIRE & RUBBER COMPANY and for cause would respectfully show the Court as follows:

**I. DISCOVERY LEVEL**

1. Pursuant to TEX. R. CIV. P. 190.1, discovery is intended under Level Three (3).

**II. PARTIES**

2. Plaintiff Mario Efrain Rosales Barralaga ("Plaintiff") is a citizen of Honduras and currently resides at 2615 Royal Thistle Drive, Houston, Texas 77088. Pursuant to Rule 44 of the Texas Rules of Civil Procedure, appears through his Next Friend, Christina Gomez, due to physical and/or mental infirmities that make his ability to properly care for his own interest in the litigation difficult.

3. Defendant Cooper Tire & Rubber Co. ("Cooper Tire" or "Cooper") is a Delaware corporation with its principal place of business in Ohio. Cooper Tire has been served, has appeared and answered. At all times material hereto, Cooper Tire was in the business of designing, manufacturing, and marketing automobile tires, and did design, manufacture, and market, the defective tire in question ("subject tire"). Cooper Tire is thus the "manufacturer" of the subject tire

within the meaning of TEX. CIV. PRAC. & REM. CODE § 82.001(4). Cooper Tire designed, manufactured and released the subject tire into the stream of commerce. By such action, Cooper Tire became liable under the doctrine of strict liability in tort for any defects in the subject tire arising out of the design, manufacture, or marketing of the subject tire.

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

4. This Court has subject-matter jurisdiction in this matter since Plaintiff's damages exceed minimum jurisdictional requirements.

5. This Court has personal jurisdiction over Defendant Cooper Tire because while Cooper Tire is a foreign corporation, it is registered to do business in the State of Texas. TEX. BUS. ORG. CODE §§ 5.201, 5.251. This Court also has personal jurisdiction over Defendant Cooper Tire pursuant to the Texas Long-Arm Statute. TEX. CIV. PRAC. & REM. CODE §§ 17.041, 17.042. Specifically, Cooper Tire is a foreign corporation doing business in the State of Texas. By virtue of its business dealings and other significant contacts in Texas, Cooper Tire should reasonably anticipate that it is subject to the jurisdiction of Texas and her courts.

6. Venue has been established and is proper in Harris County, Texas pursuant to TEX. CIV. PRAC. & REM. CODE § 15.002(a)(2).

7. There is no basis for Federal-Court jurisdiction over this matter. Plaintiff has not pleaded, nor does he intend to plead, any claim cognizable under federal law or any federal code, regulation, rule, statute, or otherwise. There also did not exist, at the time of filing, a complete diversity of citizenship. Moreover, more than one year has passed since the case was filed and removal is not proper.

#### **IV. FACTUAL BACKGROUND**

8. On April 25, 2014, Mr. Barralaga and Mr. Castro were driving eastbound on IH-10 for a roofing job. Mr. Castro was driving a 2008 Ford Ranger, VIN 1FTYR44U08PA39087, (“the truck”). Mr. Barralaga was a belted passenger in the truck.

9. The truck was equipped with a Cooper Discoverer H/T P235/70R15 tire (“subject tire”) in the right rear position. The subject tire bore DOT 3DM1C505205 and was manufactured by Cooper Tire at its Albany, Georgia plant during the last week of 2005.

10. At around 1:50 p.m., near milepost 336, suddenly and without warning, the tread and/or steel belts separated from the body of the subject tire. The tire failure caused the truck to veer causing Mr. Castro to lose control (“the incident”). The truck swerved to the left, skidded into the dividing section of the highway, rolled over several times, and finally came to rest upright, facing west on the shoulder of the westbound lane.

11. In the subject rollover, Mr. Barralaga sustained serious and permanent injuries, including skull and vertebral fractures and significant traumatic brain injuries. Mr. Barralaga did nothing to cause the incident or his resulting injuries. Prior to the incident, Mr. Barralaga was a healthy, able-bodied man.

12. Cooper Tire designed, manufactured, marketed, and placed the subject tire into the stream of commerce. Cooper Tire intended the subject tire to reach Plaintiff, a foreseeable user, in the condition in which it was originally sold by the manufacturer, and it did.

#### **V. CAUSE OF ACTION: STRICT LIABILITY (Cooper Tire & Rubber Company)**

13. The subject tire was designed, manufactured, marketed, and placed into the stream of commerce by Cooper Tire in a defective and unreasonably dangerous condition to an extent beyond that which would be contemplated by an ordinary user of the subject tire. The subject tire

was in substantially the same condition at the time of the incident as when it was placed into the stream of commerce.

14. The subject tire was unreasonably dangerous by virtue of its design and/or manufacturing defects. Cooper Tire defectively designed, manufactured, and marketed the subject tire, which rendered it unreasonably dangerous for its intended and foreseeable use and which was the producing and proximate cause of this incident, Plaintiff's serious injuries, and Plaintiff's resulting damages as described herein. Plaintiff lacked knowledge of, and could not have discovered through the exercise of reasonable care, the defective condition of the subject tire and used the subject tire in the manner and for the purpose for which it was intended. Cooper Tire is therefore strictly liable for Plaintiff's damages as set forth in Restatement Second, Torts §§ 402A and 402B.

15. At the time the subject tire was manufactured, there existed safer alternative designs, described below, that would have prevented or significantly reduced the risks of Plaintiff's injuries. These alternative designs, including but not limited to those described herein, were both reasonable and economically and technologically feasible at the time the subject tire left Cooper Tire's control through the application of then-existing, achievable scientific knowledge.

16. The subject tire's failure occurred within the life of the subject tire, and Mr. Barralaga and Mr. Castro were foreseeable users of the subject tire at the time of the catastrophic tread separation.

17. For these reasons, Cooper Tire is strictly liable to Plaintiff under applicable product-liability law without regard to or proof of negligence and gross negligence. However, if it be necessary, Plaintiff would show that the subject tire was designed, manufactured, and marketed in a negligent, grossly negligent, and defective manner and such negligence, gross negligence,

malice, and defects were a producing and proximate cause of this incident, Plaintiff's serious injuries, and Plaintiff's resulting damages.

**VI. CAUSE OF ACTION: DESIGN DEFECT (STRICT LIABILITY)  
(Cooper Tire & Rubber Company)**

18. Plaintiff re-alleges and incorporates by reference the foregoing paragraphs as if set forth in full herein.

19. The design of the subject tire was defective and unreasonably dangerous because it did not incorporate a nylon cap ply, an available safety feature that resists the initiation and growth of separation between the tire's internal components. The design of the subject tire was also defective in that it did not incorporate a belt edge gum strip (BEGS) or belt wedges, another safety feature that provides additional fatigue resistance to counter the mechanical strain at the belt edges, which occurs in normal and foreseeable use of the subject tire. The subject tire was also defectively designed in that the subject tire's inner liner gauge was deficient and/or the subject tire's inner liner rubber (or "skim stock") composition had inadequate and/or insufficient antioxidant components, allowing excessive permeation of heat, moisture, air, and other degradants that prematurely broke down the subject tire's tread adhesion. This permeation is evidenced by the heavy oxidation seen in the subject tire. Moreover, the skim stock composition was inadequate and defective in that the rubber in the belts did not properly bond to the wire and the antioxidant package allowed accelerated oxidation. The subject tire was also designed to be cured at a temperature that was too high and caused the tire to be less durable.

20. As a result of the defective design of the subject tire, including but not limited to the above identified defects, the subject tire's tread/belt unexpectedly separated during normal and foreseeable operation. This propensity for the tire to suddenly and violently lose its tread/belt under normal and foreseeable conditions will cause the person operating the vehicle to lose total control,

which occurred in this case, thus producing a catastrophic accident as is seen in the present case. Comparing the utility versus risk of harm, the subject tire sold by Cooper Tire was defective and unreasonably dangerous with regard to design, manufacture, and marketing.

21. Cooper Tire was consciously aware that the incorporation of a nylon cap ply, belt edge gum strip (BEGS) or wedges, sufficient inner liner gauge, and/or an adequate skim stock composition and a lower-temperature cure would reduce or eliminate the occurrence of tread separation failures in its tires and the subject tire. Moreover, Cooper Tire made the conscious decision to forego the incorporation of these design features in an effort to save costs and in doing so risked Plaintiff's safety for the sake of additional profits.

22. At the time the subject tire left Cooper Tire's control, there were safer alternative designs available, including but not limited to a nylon cap ply, belt edge gum strip (BEGS), thicker-gauge inner liner, more robust antioxidant packages and/or an adequate skim stock composition containing, among other things, higher halobutyl levels. Moreover, Cooper was aware (and for cost reasons disregarded) the durability increasing effect of lower temperature cure conditions. These alternative designs were technologically and economically feasible at the time the subject tire was designed and manufactured and would have prevented this incident, Plaintiff's serious injuries, and Plaintiff's resulting damages. Such safer alternative designs would not have materially impaired the utility of the subject tire. In fact, Cooper was aware of both the efficacy and the costs of these safer alternative designs at the time the subject tire was manufactured and consciously chose to place profits over safety in omitting these safer alternative designs.

**VII. CAUSE OF ACTION: MANUFACTURING DEFECT (STRICT LIABILITY)  
(Cooper Tire & Rubber Company)**

23. Plaintiff re-alleges and incorporates by reference the foregoing paragraphs as if set forth in full herein.

24. The subject tire was manufactured defectively in that it would lose its tread/belt under normal and foreseeable operating conditions because it materially deviated in its construction or quality from its specifications or planned output in a manner that rendered it unreasonably dangerous. The subject tire was manufactured defectively in that the rubber between the subject tire's components was not manufactured to a specification that would withstand fatigue caused by the constant centrifugal forces incurred during normal and foreseeable operation. In order for the rubber to bond correctly, conditions in the plant must be such that the uncured tire and its composite rubber are free from dirt, dust, and debris. Also, the machines used in the construction process must be state-of-the-art, well maintained and in good working order. Moreover, the workers assembling the tire must be competent, careful, well-trained and cautious during the tire-building process. The conditions at Cooper Tire's Albany, Georgia plant were far from ideal in 2005, when the subject tire was manufactured, which made manufacturing defects not only foreseeable, but likely. And Cooper was aware that its manufacturing conditions and practices were substandard.

25. In 1998, Cooper attempted to enter the OE (original equipment) market and asked General Motors to evaluate its capabilities. GM performed an assessment of the Albany, GA plant and, at the conclusion of its inspection, stated:

**Cooper's declared position is to be a "fast follower" in the aftermarket. This has resulted in the need for minimal investment in technology in the areas of design, modeling, test and analysis. Therefore they lack both the tools and the personnel to compete in the OE market. Their manufacturing and process technology has been similarly structured, and thus needs similar upgrades to produce original equipment tires with the quality and uniformity levels required by General Motors. We conservatively estimate that with full commitment of resources, Cooper will require 5 years plus to develop and supply properly optimized and tuned original equipment tires to General Motors.**

These conditions had not changed by the time the subject tire was manufactured and Cooper was still not supplying OE tires to General Motors, or any other U.S. manufacturer.

26. In this case, not only was the wire-to-rubber bonding in the subject tire inadequate, but the rubber-to-rubber bonding was also inadequate in holding the subject tire's tread together under normal and foreseeable operating conditions. The bonding failures were the result of manufacturing defects directly attributable to plant conditions.

27. As a direct result of this failure to manufacture the uncured tire and its components to a specification that would withstand fatigue, the rubber between the subject tire's components tore apart, thus causing catastrophic failure and driver loss of control. The subject tire was also manufactured defectively in that it contained overlapping wires, gapped belt splices, dog-eared splices, overlap splices, wild wires, tread and ply splices and open inner liner splices, all of which resulted from poor assembly, constituted deviations from the design specifications and caused the tread separation. Moreover, the subject tire was cured at too high a temperature, despite the fact that in 2005 Cooper knew that a lower-temperature cure would inhibit tread separation and increase belt edge durability. Cooper was aware, before and at the time the subject tire was manufactured, that these manufacturing defects were occurring and were likely given the conditions at the Albany plant. The manufacturing defects, including but not limited to those described herein, existed at the time the subject tire left Cooper Tire's possession and were the producing and proximate cause of this incident, Plaintiff's serious injuries, and Plaintiff's resulting damages.

**VIII. CAUSE OF ACTION: MARKETING DEFECT (STRICT LIABILITY)  
(Cooper Tire & Rubber Company)**

28. Plaintiff re-alleges and incorporates by reference the foregoing paragraphs as if set forth in full herein.



29. Cooper Tire defectively marketed the subject tire. Cooper Tire failed to give adequate warnings of the subject tire's dangers. These dangers include, but are not limited to, the subject tire's propensity for tread/belt separation under normal and foreseeable operation, the dangers of tread separations due to manufacturing defects, the increased likelihood of a tread separation in normal service conditions because of the subject tire's poor design, the propensity of Cooper tires to fail in hot climates and the dangers associated with aged tires. These dangers were reasonably foreseeable and/or scientifically discoverable at the time of manufacture, and Cooper Tire knew or should have known of the risks these dangers posed at the time the subject tire was sold. Cooper Tire's failure to warn and/or give adequate instructions rendered the subject tire unreasonably dangerous as marketed by Cooper Tire. Cooper specifically failed to warn consumers, such as Plaintiff, of the higher separation rates in its tires in Texas and other southern states due to increased services temperatures and the interaction between those higher service temperatures and Cooper's defective design and manufacture of the subject tire. The marketing defects were the proximate and producing cause of this incident, Plaintiff's serious injuries, and Plaintiff's resulting damages.

**IX. CAUSE OF ACTION: NEGLIGENCE  
(Cooper Tire & Rubber Company)**

30. Plaintiff re-alleges and incorporates by reference the foregoing paragraphs as if set forth in full herein.

31. This incident, Plaintiff's serious injuries, and Plaintiff's resulting damages were proximately caused by Cooper Tire's negligent acts in designing, manufacturing, marketing, and/or selling the subject tire as described more thoroughly herein.

32. Among other acts of negligence, Defendant Cooper Tire was negligent in:

- a. Failing to adequately design the subject tire;

- b. Failing to adequately test the subject tire;
- c. Failing to manufacture the subject tire to its specification;
- d. Failing to institute, execute, and maintain adequate quality control and quality assurance processes and procedures at its manufacturing plant;
- e. Manufacturing the subject tire with contaminants in its components;
- f. Failing to inspect the subject tire for latent defects in its manufacture;
- g. Failing to incorporate safety features in the subject tire such as a nylon cap ply, a belt edge gum strip (BEGS), and/or other devices that can reduce or eliminate the tire's propensity to suffer tread-belt separations;
- h. Failing to design, manufacture, and ensure an adequate inner liner gauge for the subject tire;
- i. Failing to use adequate concentrations of synthetic rubber in the inner liner to reduce air permeation and reduce intra-carcass pressure and oxidation;
- j. Failing to design, manufacture, and ensure an adequate skim stock composition;
- k. Failing to cure the subject tire at a lower temperature;
- l. Manufacturing the subject tire in a manner such that it contained overlapping wires, gapped belt splices, dog-eared splices, overlap splices, and open inner liner splices;
- m. Negligently hiring, training, and supervising Cooper Tire workers who manufactured the subject tire;
- n. Failing to design and manufacture the subject tire to outlast its tread life;
- o. Creating a culture of quantity over quality at its Albany plant by overlooking defects to increase production and incentivizing workers to overlook defects in order to earn bonuses;
- p. Failing to adequately collect and analyze loss adjustment data, warranty data, claims, and lawsuit that may reveal that the subject tire models perform more poorly than other tire lines that incorporate safety features or safer alternative designs not present in the subject tire; and
- q. Failing to provide adequate warnings and instructions for safe use of the product in Texas.

33. The above-noted negligent acts and/or omissions by Cooper Tire were the proximate and producing cause of the incident, Plaintiff's serious injuries, and Plaintiff's resulting damages.

**XII. CAUSE OF ACTION: GROSS NEGLIGENCE  
(Cooper Tire & Rubber Company)**

34. Plaintiff re-alleges and incorporates by reference the foregoing paragraphs as if set forth in full herein.

35. For several decades, substantial amounts of information have been disclosed proving the dangers associated with tread separations on steel-belted radial tires.

36. Published literature and studies within the tire industry (and within Cooper Tire specifically) prove that the tire industry, and more specifically, Cooper Tire, was aware that belt edge protection structures, such as nylon cap plies and belt edge gum strips (BEGS), reduce and/or counteract the mechanical strain at the belt edges and reduce the probability of tread, belt, cord, ply, or similar component separation. Based on documents and testimony in the public domain, Cooper Tire knew that the absence of a nylon cap ply and/or belt edge gum strip (BEGS) would contribute to tire failure and expose consumers to an increased risk of injury. Moreover, Cooper knew that lower cure temperatures, while taking longer and reducing productivity, significantly increased tire durability. Cooper Tire also knew that thicker liner gauge and higher butyl content in the inner liner reduced air permeation and oxidation. Nonetheless, Cooper Tire consciously disregarded this risk by choosing to save money and omitting these safety features from the subject tire.

37. Furthermore, at the time the subject tire was designed and manufactured, Cooper Tire knew that it is vitally important that the properties of the skim stock rubber include good

adhesion to the steel cords and good fatigue resistance to prevent the belts separating while the tire is in service. Cooper Tire also knew that failure to include an adequate skim stock composition, as well as an adequate inner liner gauge, would contribute to tire failure and expose consumers to an increased risk of injury. Yet Cooper Tire consciously disregarded this risk by utilizing an inadequate skim stock composition and an inadequate inner liner gauge that failed to hold the subject tire together under normal and foreseeable use.

38. At the time the subject tire was manufactured, Cooper Tire knew that improper factory conditions, which may allow for containments to infiltrate the materials, would accelerate the deterioration of the subject tire, increasing the likelihood of tire failure. However, Cooper Tire consciously disregarded the risk that the composite rubber would be contaminated by failing to assure adequate quality control. Cooper Tire also knew that its workers assembling the subject tire must be competent, careful, and cautious during the tire-building process. Yet Cooper Tire failed to properly hire, train, and supervise its employees who manufactured the subject tire, such that the subject tire's steel belts contained overlapping wires, gapped belt splices, dog-eared splices, overlap splices, and open inner liner splices—all of which resulted from poor assembly and caused tread separation. Cooper Tire was aware of the dangers posed by dog-eared splices in a tire's steel belts, as evidenced by Cooper Tire's own manual, which warns that such splices can lead to tread separation. Nonetheless, Cooper Tire consciously disregarded the risk of tread separation by failing to properly hire, train, and supervise its employees who manufactured the subject tire.

39. Moreover, Cooper Tire knew that many of the splices in the subject tire's steel belts were detectable via x-ray inspection. Cooper Tire knew it had a duty to inspect the subject tire before placing it into the stream of commerce, yet it consciously disregarded the risk that the subject tire contained splices by breaching its duty to inspect the subject tire.

40. Based on the design and manufacture of the subject tire, Cooper Tire knew of the subject tire's dangers. These dangers include, but are not limited to, the subject tire's propensity for tread/belt separation under normal and foreseeable operation and the dangers associated with aged tires. Moreover, Cooper was specifically aware that tires sold and used in warmer climates and Texas specifically, had a higher propensity to fail because of the design and manufacturing defects in the subject tire. However, Cooper Tire consciously disregarded the risk that these dangers posed to consumers by failing to provide adequate warnings and instructions for safe use of the subject tire.

41. Despite its knowledge of injuries and deaths associated with the dangers of tread separations, Cooper Tire consciously and recklessly chose to put profits before safety and was grossly negligent in the design, manufacture, and marketing of the subject tire. Cooper Tire's conduct constitutes acts or omissions which, when viewed objectively from Cooper Tire's standpoint at the time of the occurrence, involved an extreme degree of risk, considering the probability and magnitude of the potential harm to others. Cooper Tire had actual, subjective awareness of the risks involved, but nevertheless proceeded with the conscious indifference to the rights, safety, and welfare of Plaintiff and others similarly situated.

42. Accordingly, Plaintiff is entitled to an award of exemplary damages from Cooper Tire.

### **XIII. DAMAGES**

43. As a proximate and producing cause of the acts and omissions outlined above, Plaintiff has suffered, and will continue to suffer in the future, damages within the jurisdictional limits of this Court. These damages include:

- a. Pain and suffering (past and future);

- b. Mental anguish (past and future);
- c. Medical, pharmaceutical, and hospital expenses (past and future);
- d. Physical impairment (past and future);
- e. Disfigurement (past and future);
- f. Exemplary damages; and
- g. Costs of suit.

#### **XIV. JURY DEMAND**

44. Pursuant to TEX. R. CIV. P. 216, Plaintiff requests a jury trial in this cause. The applicable jury fee has been paid.

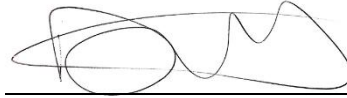
#### **XV. PRAYER**

45. For the above reasons, Plaintiff asks that Plaintiff be awarded a judgment in the form of monetary relief of over \$1,000,000 against the Defendant for the following:

- a. Actual damages;
- b. Exemplary damages;
- c. Costs of suit;
- d. Pre- and post-judgment interest at the highest applicable rate on any award of damages, costs and/or attorneys' fees; and
- e. All general and equitable relief and any other relief to which he is entitled.

Respectfully submitted,

**THE MERMAN LAW FIRM, P.C.**



---

Derek S. Merman  
State Bar No. 24040110  
**THE MERMAN LAW FIRM, P.C.**  
P.O. Box 10737  
Houston, Texas 77206  
713.351.0679 Voice  
713.481.7082 Facsimile  
[derek@mermanlawfirm.com](mailto:derek@mermanlawfirm.com)

Anna Greenberg  
**HEARD ROBINS CLOUD**  
State Bar No. 24089898  
2000 West Loop South, 22<sup>nd</sup> Floor  
Houston, Texas 77027  
713.650.1200 Voice  
713.650.1400 Facsimile  
[agreenberg@heardrobins.com](mailto:agreenberg@heardrobins.com)

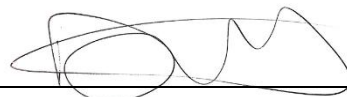
Attorneys for Plaintiff Barralaga

**CERTIFICATE OF SERVICE**

I certify that on the 27<sup>th</sup> day of May 2016, a true and correct copy of the foregoing document was served by certified mail, regular mail, or facsimile on the Defendant or counsel of record, including:

**ATTORNEYS FOR COOPER TIRE & RUBBER COMPANY**

T. Christopher Trent  
Rafe Taylor  
Jared Flynn  
**JOHNSON, TRENT, WEST & TAYLOR, L.L.P.**  
919 Milam, Suite 1700  
Houston, Texas 77002  
713.860.0514 Voice  
713.222.2226 Facsimile



---

Derek S. Merman

## Envelope Information

---

**Envelope Id**  
10871857

**Submitted Date**  
5/27/2016 2:58 PM CDT

**Submitted User Name**  
tommie@mermanlawfirm.com

## Case Information

---

**Location**  
Harris County - 295th Civil District Court

**Category**  
Civil - Other Civil

**Case Type**  
Products Liability

**Case #**  
201503070

**Firm Name**  
The Merman Law Firm, P.C.

**Filed By**  
Tommie Yeiter-Vicknair

## Filings

---

**Filing Type**  
EFileAndServe

**Filing Code**  
No Fee Documents

**Filing Description**  
Plaintiff's Second Amended Petition

**Reference Number**  
Barralaga 14-3661

**Filing Status**  
Accepted

**Accepted Date**  
5/27/2016 3:12 PM CDT

## Lead Document

File Name	Description	Security	Download
Petition 2016-05-27 2nd Amend Final.pdf	Petition 2016-05-27 2nd Amend Final.pdf	Amended/Supplemental Petitions	Original File Court Copy

## eService Details

---

Status	Name	Firm	Served	Date Opened
Sent	Anna Greenberg	Heard Robins Cloud LLP	Yes	Not Opened
Sent	Christopher Trent		Yes	Not Opened
Sent	Rafe Taylor	Johnson Trent West & Taylor LLP	Yes	5/27/2016 3:16 PM CDT



Sent	Jared G. Flynn	Johnson Trent West & Taylor LLP	Yes	5/27/2016 2:59 PM CDT
Sent	Charliss Johnson		Yes	Not Opened
Sent	Robert R Luke	The Luke Firm	Yes	5/27/2016 3:08 PM CDT

## Parties with No eService

<b>Name</b>	<b>Address</b>
EDGARDO-CASTRO, EDWIN REYES	425 SHANE STREET APARTMENT #10, HOUSTON, TX 77037 HOUSTON Texas 77037

<b>Name</b>	<b>Address</b>
COOPER TIRE and RUBBER CO M... BE SERVED THROUGH ITS REGISTERED AGENT	1999 BRYAN STREET SUITE 900, DALLAS, TX 75201 DALLAS Texas 75201

<b>Name</b>	<b>Address</b>
MORRIS, KEITH (AS GUARDIAN OF THE ESTATES OF RAFAEL ANTONIO ROSALES-	

<b>Name</b>	<b>Address</b>
COOPER TIRE and RUBBER CO	

## Fees

### No Fee Documents

Description	Amount
Filing Fee	\$0.00
<b>Filing Total: \$0.00</b>	

Total Filing Fee	\$0.00
Payment Service Fee	\$0.06
Court E-File Fee	\$2.00
<b>Envelope Total: \$2.06</b>	

<b>Party Responsible for Fees</b>	BARRALAGA, MARIO EFRAIN ROSALES	<b>Transaction Amount</b>	\$2.06
<b>Payment Account</b>	MLF - TY Amex	<b>Transaction Id</b>	17512246

**Filing Attorney**

Derek Merman

**Order Id**

010871857-0

**Filer Type**

Attorney

**Transaction  
Response**

Payment Complete