

NO. _____

AMALIA ULMAN	§	IN THE DISTRICT COURT OF
	§	
VS.	§	DALLAS COUNTY, TEXAS
	§	
GREYHOUND LINES, INC.	§	____ JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR JURY TRIAL

Comes now, Amalia Ulman, Plaintiff, complaining of Greyhound Lines, Inc., Defendant, and for cause of action would respectfully show the Court the following:

I.

Ms. Ulman intends to conduct discovery in this matter under Level 3 of Rule 190. Per Texas Rule of Civil Procedure 47(c)(5), Ms. Ulman seeks in excess of \$1,000,000 in this matter.

II.

Ms. Ulman is a resident of London, England.

Defendant, Greyhound Lines, Inc., is a corporation doing business in the State of Texas, whose principal place of business is in the State of Texas, and may be served with civil process by serving its registered agent, C.T. Corporation System, 350 N. St. Paul Street, Dallas, Texas 75201.

III.

Defendant, Greyhound Lines, Inc.'s ("Greyhound") principal office in Texas is located in Dallas County, Texas. Thus, venue is proper in Harris County, Texas. The Court has jurisdiction in this matter since Ms. Ulman's damages are within its jurisdictional limits.

IV.

On or about October 9, 2013, Ms. Ulman was a passenger on a Greyhound bus that crashed into the back of a tractor-trailer on Interstate 80 in central Pennsylvania. Ms. Ulman suffered catastrophic injuries as a result of the crash. The bus driver, an employee of Greyhound, was negligent which caused the crash. Greyhound is vicariously liable for the negligence of the bus driver, who was in the course and scope of her employment with Greyhound at the time of the crash. Greyhound had a duty to exercise a

high degree of care to its passengers, including Ms. Ulman, because they are a common carrier, and Greyhound failed to exercise such care.

V.

Nothing Ms. Ulman did, or failed to do, caused the occurrence in question. Rather, it was the negligence of Greyhound named herein which proximately caused the occurrence and Ms. Ulman's resulting injuries and damages.

VI.

Greyhound's driver, Sabrina Anderson, was negligent in one or more of the following particulars, each of which act and/or omission, individually or collectively, constitutes negligence which proximately caused the collision and the resulting injuries and damages to Ms. Ulman:

1. In failing to keep a proper lookout;
2. In failing to control her speed;
3. In following too closely;
4. In failing to apply her brakes in order to avoid the collision; and
5. In operating the Greyhound bus in a reckless manner.

Each and all of the above acts and/or omissions constitute negligence and/or negligence *per se*, and each and all were a proximate cause of the crash made the basis of this suit and the injuries and damages suffered by Ms. Ulman herein.

VII.

Greyhound is legally responsible to Ms. Ulman for the negligent conduct of its driver, Sabrina Anderson, under the legal doctrines of *respondeat superior*, agency and/or ostensible agency because Greyhound's driver, Sabrina Anderson, was at all times material hereto an agent, ostensible agent, servant and/or employee of Defendant, Greyhound Lines, Inc., and was acting within the course and scope of such agency or employment. As a result thereof, Defendant, Greyhound Lines, Inc. is vicariously liable for all negligence of its driver, Sabrina Anderson.

VIII.

Defendant, Greyhound Lines, Inc., was also negligent in the entrustment of its vehicle to Sabrina Anderson, because it knew or should have known that Sabrina Anderson was reckless, incompetent, and/or unlicensed. Such entrustment constitutes negligence which was a proximate cause of Ms. Ulman's injuries and damages. Ms. Ulman therefore brings this action under general negligence and under negligent entrustment theories.

IX.

Defendant, Greyhound Lines, Inc. was also negligent in failing to properly train, instruct and supervise its driver, Sabrina Anderson. Defendant, Greyhound Lines, Inc., failed to provide the proper training and instruction to Sabrina Anderson, which would have provided her with the proper skills and knowledge to avoid the collision which forms the basis of this lawsuit. Defendant, Greyhound Lines, Inc.'s failure to properly instruct and train its driver was a proximate cause of the accident and Ms. Ulman's resulting injuries and damages.

X.

Each and all of the above acts and/or omissions were negligence and/or negligence *per se*, and each and all were a proximate cause of the collision made the basis of this suit and the injuries and damages suffered by the Ms. Ulman herein.

XI.

Greyhound was grossly negligent and acted with malice, as that term is understood under Texas law, and such conduct was a proximate cause of Ms. Ulman's injuries and damages. Greyhound's malicious and grossly negligent conduct justifies the imposition of punitive and exemplary damages both as punishment to Defendant for its callous disregard and as a deterrent to others from engaging in similar conduct. Ms. Ulman therefore asks for punitive and exemplary damages in addition to all actual damages.

XII.

Ms. Ulman pleads the foregoing facts and theories cumulatively and alternatively, with no election or waiver of rights or remedies.

XIII.

By virtue of the actions and conduct of Greyhound set forth above, Ms. Ulman was injured. By reason of those injuries and the damages flowing in law therefrom, this suit is maintained. Because of the nature and severity of the injuries sustained, Ms. Ulman has suffered physical pain and mental anguish, and in reasonable probability will continue to suffer physical pain and mental anguish in the future. She has suffered and will continue to suffer physical impairment, disfigurement, limitation of activities and loss of enjoyment of life. Because of the action and conduct of Greyhound herein, Ms. Ulman has sustained very painful and disabling physical injuries which have caused her to sustain a loss of earnings and wage earning capacity in the past, and this condition will in all probability exist into the future. Because of the nature and severity of the injuries sustained, Ms. Ulman has required medical treatment in the past and, in reasonable probability, will require other and additional treatment in the future. Charges for such medical treatment that have been made in the past and those which will in reasonable probability be made in the future have been and will be reasonable charges made necessary by the occurrence in question.

XIV.

Ms. Ulman hereby demands a trial by jury.

XV.

WHEREFORE, PREMISES CONSIDERED, Ms. Ulman prays that Defendant, Greyhound Lines, Inc., be cited in terms of law to appear and answer herein; that upon final trial hereof, Ms. Ulman have judgment against Greyhound, jointly and severally, an amount of damages in excess of the minimum jurisdictional limits of this court for actual damages, Ms. Ulman have judgment against Greyhound, jointly and severally, an amount of damages in excess of the minimum jurisdictional limits of this court

for exemplary damages ; plus prejudgment and post-judgment interest at the maximum legal rate; costs of Court in this behalf expended, and for such other and further relief, to which Ms. Ulman may be justly entitled.

Respectfully submitted,

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