FILED
DISTRICT CLERK OF
JEFFERSON CO TEXAS
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JAMIE SMITH
DISTRICT CLERK
23DCCV0514

CAUSE NO. 23DCCV0514

JENNIFER ROGERS, INDIVIDUALLY, ON BEHALF OF MINOR S.R., AS REPRESENTATIVE OF THE OF ESTATE OF BRANDON ROGERS, DECEASED, TRACE ROGERS, ISABEL ROGERS, SHIANNE GALUSKA, LOTTIE "SUZAN" ODOM, ROGER ALEXANDER MOYA-VARELA, AND ANGELINA GOODEN	§	IN THE DISTRICT COURT
VS.	§	JEFFERSON COUNTY, TEXAS
DMG CONSULTING & DEVELOPMENT, INC., D/B/A GOLDCOAST LOGISTICS GROUP, GOLD COAST FINANCIAL, LLC, RYDER TRUCK RENTAL, INC., WILLIAMS BROTHERS CONSTRUCTION COMPANY, INC., LEANDRE SIME, JOHNSON BROS. CORPORATION, A SOUTHLAND COMPANY, ANHEUSER-BUSCH COMPANIES, LLC, ANHEUSER-BUSCH, LLC, GOLDCOAST CARRIERS, INC., REFRESCO BEVERAGES US, INC., DRAGOS SPRINCEANA, AND ARCHERHUB, DLLC	§	60TH JUDICIAL DISTRICT

ORDER

On this day, the Court considered Plaintiffs' Traditional and No Evidence Motion for Partial Summary Judgment on Defendants' Defenses, any responses and replies, the competent summary judgment evidence, and the arguments of counsel, if any. Having considered the Motion and applicable law, the Court rules as follows.

Plaintiffs' No Evidence Motion for Partial Summary Judgment as to comparative responsibility, comparative negligence, and contributory negligence asserted against Plaintiffs is:



___ GRANTED ___ DENIED.

Plaintiffs' No Evidence Motion for Partial Summary Judgment as to Defendants' failure to mitigate damages defenses is:

✓ GRANTED _____ DENIED.

Plaintiffs' No Evidence Motion for Partial Summary Judgment as to any requested exclusion, segregation, apportionment, or reduction of damages based on alleged preexisting medical conditions is:

_____ GRANTED ✓ DENIED.

Plaintiffs' No Evidence Motion for Partial Summary Judgment as to any mitigation or reduction of medical expenses based on an alleged failure to submit medical bills to health insurance or under Texas Civil Practice and Remedies Code Chapter 146 is:

✓ GRANTED _____ DENIED.

Plaintiffs' No Evidence Motion for Partial Summary Judgment as to Archerhub, LLC's defense of consent is:

✓ GRANTED _____ DENIED.

Plaintiffs' No Evidence Motion for Partial Summary Judgment as to Archerhub, LLC's defense of waiver is:

✓ GRANTED _____ DENIED.

Plaintiffs' No Evidence Motion for Partial Summary Judgment as to Archerhub, LLC's defense of release is:

✓ GRANTED _____ DENIED.

Plaintiffs' No Evidence Motion for Partial Summary Judgment as to Archerhub, LLC's defense of estoppel is:

✓ GRANTED _____ DENIED.

Plaintiffs' No Evidence Motion for Partial Summary Judgment as to Archerhub, LLC's defense of assumption of risk is:

✓ GRANTED _____ DENIED.

Plaintiffs' No Evidence Motion for Partial Summary Judgment as to Archerhub, LLC's defense of force majeure is:

✓ GRANTED _____ DENIED.

Plaintiffs' No Evidence Motion for Partial Summary Judgment as to Archerhub, LLC's defense under the Graves Amendment, 49 U.S.C. § 30106 is:

✓ GRANTED _____ DENIED.

Plaintiffs' Traditional Motion for Partial Summary Judgment as to unavoidable accident asserted by Leandre Sime, Anheuser-Busch, LLC, Archerhub, LLC, DMG Consulting & Development, Inc. d/b/a Goldcoast Logistics Group, and Goldcoast Financial, LLC is:

_____ GRANTED ✓ DENIED.

Plaintiffs' Traditional Motion for Partial Summary Judgment as to sudden emergency asserted by Leandre Sime, Anheuser-Busch, LLC, DMG Consulting & Development, Inc. d/b/a Goldcoast Logistics Group, and Goldcoast Financial, LLC is:

_____ GRANTED ✓ DENIED.

Plaintiffs' Traditional Motion for Partial Summary Judgment as to act of God asserted by Archerhub, LLC, DMG Consulting & Development, Inc. d/b/a Goldcoast Logistics Group, and Goldcoast Financial, LLC is:

✓ GRANTED _____ DENIED.

Plaintiffs' Traditional Motion for Partial Summary Judgment as to FAAAA preemption

asserted by Archerhub, LLC and FAAAA and ICCTA preemption asserted by Anheuser-Busch, LLC is:

✓ GRANTED _____ DENIED.

To the extent any portion of the Motion is granted, the Defendant or Defendants against whom relief is granted shall not rely upon, argue, or request a jury question, instruction, or finding based upon the defense disposed of by this Order.

Nothing in this Order prevents Defendants from otherwise contesting whether Plaintiffs have proved that the collision caused or aggravated a claimed injury or damage, the reasonableness or necessity of medical treatment or expenses, or the amounts actually paid or incurred, as otherwise permitted by Texas law.

This Order constitutes a partial summary judgment only and does not dispose of all claims or parties in this action.

SIGNED on the 22 day of SEPTEMBER, 2026.

DISTRICT JUDGE PRESIDING