

Cause No. DC-23-00436

<p>UNIVERSITY PARK HOMEOWNERS ASSOCIATION, INC., a Texas Nonprofit Corporation</p> <p>Plaintiff,</p> <p>v.</p> <p>TOBY RICHKER</p> <p>Defendant.</p>	<p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p>	<p>IN THE DISTRICT COURT</p> <p>160TH JUDICIAL DISTRICT</p> <p>DALLAS COUNTY, TEXAS</p>
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PLAINTIFF’S FIRST AMENDED ORIGINAL PETITION

University Park Homeowners Association, Inc. (the “Plaintiff” and/or the “Association”) files this First Amended Original Petition, complaining of Toby Richker (“Defendant”) and in support hereof, respectfully shows the Court the following:

DISCOVERY CONTROL PLAN

1. Plaintiff intends to conduct discovery pursuant to Level 3 of Rule 190.4 of the Texas Rules of Civil Procedure.

JURISDICTION

2. This Court has jurisdiction because the amount in controversy exceeds its minimum jurisdictional limits and the relief sought herein is within the jurisdictional limits of this court. *See, e.g.,* Texas Civil Practice and Remedies Code Section 65.021.

VENUE

3. Venue is proper in Dallas County, Texas pursuant to Tex. Civ. Prac. & Rem. Code Section 15.002 because all or a substantial part of the events or omissions giving rise to the claims herein occurred in Dallas County. The residential property that is the subject of this lawsuit is

located in Dallas County. Additionally, the Defendant is domiciled in Dallas County. *See* Tex. Civ. Prac. & Rem. Code Section 65.023.

RELIEF SOUGHT

4. Pursuant to Rule 47, Tex. R. Civ. P., Plaintiff states that it seeks monetary relief in the amount of \$100,000 or less and non-monetary injunctive relief. For purposes of Texas Rule of Civil Procedure 169, Plaintiff notes that its claims include claims brought pursuant to the Texas Property Code.

THE PARTIES & SERVICE OF PROCESS

5. Plaintiff is a nonprofit corporation incorporated under the laws of the State of Texas. Plaintiff is the homeowners' association for the single-family, deed-restricted, residential community known as the "University Park" in Dallas County, Texas.

6. The Defendant is the owner of real property located at 3614 University Park Lane, Irving, Texas 75056 which is located within the Association's community and subject to the Association's deed restrictions. The Defendant resides at 3614 University Park Lane, Irving, Texas 75056, and may be served with process at 3614 University Park Lane, Irving, Texas 75056 or wherever he may be located.

PLAINTIFF'S AUTHORITY TO BRING THIS ACTION

7. Article II, Section 2.1 of the First Amended Declaration of Covenants, Conditions and Restrictions for University Park, filed of record on or about October 16, 2000, recorded at Volume 2000201, Page 105320, of the of the Real Property Records of Dallas County, Texas (the "Declaration") states that the Association shall be responsible for enforcement of the Declaration and such reasonable rules regulating the use of Los and the Common Property as the Board may

adopt. Article III, Section 3.3 of the Declaration provides that the Association, through its Board of Directors, may make and enforce reasonable rules governing the use of Lots and the Common Property. Article III, Section 3.4 of the Declaration states, in part, that an owner's failure to comply with the Declaration, the Bylaws, or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board on behalf of the Association. Article III, Section C, Subsection 17(i) of the Bylaws of University Park Homeowners Association, Inc. (the "Bylaws") provides the Board of Directors for the Association with the authority to enforce the Declaration, Bylaws, and rules and regulation by bringing any proceedings which may be instituted on behalf of or against the owners concerning the Association.

8. Section 202.004(b) of the Texas Property Code provides the following, in pertinent part:

(b) A property owners' association ... may initiate ... litigation ... affecting the enforcement of a restrictive covenant, or the protection, preservation, or operation of the property covered by the dedicatory instrument.

FACTUAL BACKGROUND

A. The Association Operates the Development & Enforces the Declaration.

9. University Park is a planned unit development within the City of Irving, Dallas County, Texas (the "Development"). The Development is subject to restrictive covenants contained within governing documents recorded in the Real Property Records of Dallas County, Texas, including but not limited to the Declaration and Bylaws.

10. The Association is the property owners' association created to manage the Development pursuant to the Declaration. The affairs of the Association are administered by a

Board of Directors comprised of owners of lots within the Development; the Association's directors serve without compensation.

B. Defendant is an Owner in the Association & Must Comply with the Declaration.

11. Defendant is the owner of record of the following real property in the Community: 3614 University Park Lane, Irving, Texas 75056 (the ("Lot")). The Lot is part of the Development and subject to the Declaration's covenants, conditions, and restrictions. Specifically, the Declaration provides that the Lot and all property subject to the Declaration shall be subject to the Declaration and she be held, sold, transferred, conveyed, and used subject to its terms. Pursuant to Article II, Section 2.1 of the Declaration, as an owner in the Development, the Defendant consents to the Association as the entity responsible for the management, maintenance, operation and control of the Common Property, as well as enforcement of the Declaration. Article III, Section 3.6 of the Declaration provides that the Association may exercise any other right or privilege given to it expressly by the Declaration or Bylaws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege.

C. Defendant Begins Abusive Verbal Attacks on Board of Directors.

1. Possible Sale of Land.

12. At the 2021 annual meeting of the owners of the Association, the owners elected certain specific owners to serve as members of the Board of Directors in order to fill the vacant seats on the Board. One such owner elected as a new director at the annual meeting was Matthew Varble ("Mr. Varble"). Following the annual meeting, the Board of Directors elected new officers of the Association at a Board meeting held in November 2021. At such meeting, Mr. Varble was elected to the office of President of the Association.

13. In December 2021, the Board of Directors of the Association circulated a survey to the owners comprising the community about a proposal to sell off a piece of vacant land on Garrett Drive to a residential real estate developer for the purpose of constructing additional homes in the Development so as to generate additional cash into the coffers of the Development which was desirable to offset material expenditures for the Development over the past several years. While Defendant Richker exercised his right to disagree with the proposal, his comments evolved into highly offensive, abusive and accusatory statements as he strongly opposed the proposal, but he began angrily attacking the Board, including Mr. Varble, with incendiary, threatening and intimidating accusations which constituted offensive and abusive attacks against the individual directors in an effort to coerce the Board not to pursue this revenue generating opportunity.

2. Removal of Dangerous Sound Wall.

14. On or about April 26, 2022, the Association engaged a contractor to review the condition of a sound wall on vacant land on Garrett Drive, which is across the street from Defendant Richker's Lot. In an opinion issued April 29, 2022, the Association's contractor determined that because of the age, composition and other factors, the sound wall was beginning to collapse. The contractor further opined that it **posed a safety hazard** to residents and the general public and **recommended that the sound wall be demolished immediately**. On May 5, 2022, the Board of Directors of the Association voted to authorize the contractor to demolish the sound wall.

15. One day prior, on May 4, 2022, Mr. Varble, in his capacity as President of the Association, drove through the Development, as he routinely does, to inspect the condition of the Association's facilities in the Development. Soon thereafter, inexplicably, Defendant Richker

called the Irving Police Department on Matthew Varble. Defendant Richker allegedly reported to the police that Mr. Varble was driving by Defendant Richker's home and parking on the street near the home in an attempt to somehow harass Defendant Richker.

16. On May 9, 2022, Defendant Richker sent an email and a letter to the Board of Directors of the Association regarding the removal of the sound wall. In those communications, Defendant Richker stated his belief that the Board's decision to remove the sound wall was driven by Mr. Varble's "personal spite and grudge against Defendant" and was retaliation for Defendant Richker's call to the police regarding Mr. Varble. Additionally, Defendant Richker verbally abused and harassed the Association's contractor regarding the removal of the sound wall. Such harassment included, among other things, leaving a harassing and threatening voice mail message, yelling, and being physically aggressive in a threatening manner.

17. On August 11, 2022, Defendant Richker once again wrongfully called the Irving Police Department on Matthew Varble. This incident triggered when Defendant Richker physically and threateningly confronted Mr Varble who was returning to his vehicle after inspecting a fence installation on Association property. During the confrontation, Defendant Richker offended and insulted Mr. Varble and falsely accused him of giving him "the middle finger". Upon returning to his home, police arrived to speak with Mr. Varble. When Mr. Varble spoke with police and showed them a video he took that captured the encounter, the police informed Mr. Varble that they would contact Defendant Richker and express to him concerns over false reports. The police did not arrest Mr. Varble or issue any citation over this encounter.

D. Defendant's Attacks Escalate Through Anonymous Letters to Mr. Varble's Employer.

18. Following the demolition of the sound wall on or about May 16, 2022, Defendant Richker's harassment escalated and reached its pinnacle when he began sending anonymous letters to Mr. Varble's employer.

19. The first anonymous letter to Mr. Varble's employer, Aramark, is dated May 16, 2022, the date of commencement of the demolition of the sound wall, from a "Concerned Resident." In this letter, Defendant Richker accuses Mr. Varble of being a "mean bully" who "brought an older female woman to tears." The letter also accuses Mr. Varble of attacking people on social media with "nasty" comments. Attached as **Exhibit A** is a true and correct copy of the May 16, 2022 letter.

20. The second anonymous letter to Mr. Varble's employer, Aramark, is dated June 21, 2022 from "The residents of University Park." Again, through this letter, Defendant Richker accuses Mr. Varble of being a "nasty, mean man." The letter further alleges that the residents have had "to deal with his bullying and harassment for over 6 months as he became our new HOA Board President." Attached as **Exhibit B** is a true and correct copy of the June 21, 2022 letter.

21. The third anonymous letter to Mr. Varble's employer, Aramark, is dated July 25, 2022 from "The Residents of University Park." Once again, this letter accuses Mr. Varble of being a "nasty, nasty person", "bully", and "disgusting." The letter claims that "University Park was once a peaceful place to live and we are now subjected to his vile and threatening demeanor." Attached as **Exhibit C** is a true and correct copy of the July 25, 2022 letter.

22. In his fourth anonymous letter to Mr. Varble's employer, Aramark, dated October 17, 2022, Defendant Richker makes other numerous false and defamatory accusations against Mr. Varble, including allegations of Mr. Varble making racist statements. This letter includes a

statement that Matthew Varble is “using racial slurs against [Aramark’s] employees,” and that “find[ing] out that someone in your employ is attacking persons of color is outrageous!” The anonymous letter implores Aramark to “[p]lease address this immediately.” This example of Defendant Richker’s harassment is just the tip of the iceberg. Attached as **Exhibit D** is a true and correct copy of the October 17, 2022 letter.

E. Handwriting Expert Concludes Defendant Prepared the Anonymous Letters.

23. The fourth anonymous letter to Mr. Varble’s employer was sent utilizing a handwritten envelope. Upon receipt of this letter, the Association engaged a handwriting expert to compare the handwriting on the envelope of the fourth anonymous letter to the handwriting on the May 9, 2022, letter from Defendant Richker. The handwriting expert opined that the handwriting accompanying the anonymous letter matched the handwriting on the May 9, 2022, letter—in other words, Defendant Richker was the author of both letters.

F. Defendant’s Conduct Violates the Declaration.

24. Article VIII, Section 8.3 of the Declaration states, in part, as follows regarding an Owner’s behavior in the Development:

8.3 Restricted Activities. The following activities are prohibited within the Community unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board of Directors:

(e) Laws. Any activity which violates local, state or federal laws or regulations . . .

(f) Noxious or Offensive Activity. Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Property or to the Occupants of other Lots.

25. Section 202.004 of the Texas Property provides for a statutory presumption when a Board exercises its discretionary authority regarding restrictive covenants (deed restrictions) and states as follows:

Sec. 202.004. ENFORCEMENT OF RESTRICTIVE COVENANTS. (a) An exercise of discretionary authority by a property owners' association or other representative designated by an owner of real property concerning a restrictive covenant is **presumed reasonable unless the court determines by a preponderance of the evidence that the exercise of discretionary authority was arbitrary, capricious, or discriminatory.** (*Emphasis added*).

26. The Board of Directors for the Association has determined that Defendant Richker's anonymous letters as well as other harassing and offensive communications to the members of the Board of Directors and the Association's property manager violate the above-cited provisions of the Declaration. Pursuant to Section 202.004, the Board's exercise of its discretionary authority is presumed reasonable for the reasons discussed below, among others.

F. Defendant's Harassment Negatively Affects Association.

27. As the Association's officers and directors are volunteers who do not receive any compensation in return for their service, the Association may be unable to secure volunteers for future service if those volunteers believe that owners in the Development may seek to interfere with the volunteers' employment if those owners disagree with the decisions of the Board. Indeed, the Association's current directors have expressed major concerns if their employers and/or clients receive similar anonymous letters. Specifically, they expressed that if such behavior was allowed to continue, they would need to consider resigning from the Board and not running for a seat in the future.

28. Defendant Richker's targeting of the Association's officers and directors in retaliation for those officers and directors making decisions that Defendant Richker does not agree

with, including his attempts to tortiously interfere with Mr. Varble's contractual rights and business relationship regarding his employment, interferes with the Association's ability to administer to the affairs of the Development.

CAUSES OF ACTION

Count One - Breach of Restrictive Covenants

29. Plaintiff re-alleges and incorporates herein the allegations set forth in all of the above paragraphs.

30. As shown above, Defendant Richker is subject to and bound by the restrictive covenants set forth in the Declaration. As a result of Defendant Richker's conduct, he is in violation of the Declaration.

Count 2 - Injunctive Relief/Specific Performance

31. Plaintiff re-alleges and incorporates herein the allegations set forth in all the preceding paragraphs.

32. Defendant Richker's conduct violates the Declaration. If Defendant Richker is not ordered to cease violating the Declaration, Plaintiff will have no adequate remedy at law. Harm will continue to occur to the rights of Plaintiff, as well as homeowners in the Development, and the restrictive covenants will continue to be violated. For this harm, a present action for damages would not be an adequate remedy, and the harm to Defendant Richker, if any, is greatly outweighed by the harm experienced by the members of the Development, and the Development itself. Furthermore, Plaintiff is entitled to injunctive relief because such relief is necessary in order to enforce the restrictive covenants. With respect to the enforcement of deed restrictions and covenants, an exception to the general rule which states that proof that actual damage will be

sustained or irreparable injury suffered need not be offered. It is sufficient to show a distinct or substantive breach will result. *Guajardo v. Neece et al.*, 758 S.W.2d 696 (Tex.App.—Fort Worth, 1988). An applicant that seeks an injunction to enforce a restrictive covenant is not required to prove irreparable injury in such a case. *Jim Rutherford Invs. V. Terramar Beach Cmty. Ass'n*, 25 S.W.2d 941, 945 (Tex.App.—Houston [14th Dist.] 2000, pet. Denied). Instead, the applicant for injunction needs to only show that the defendant intends to take action that would breach or violate the covenant or deed restrictions. *Marcus v. Whispering Springs Homeowners Ass'n*, 153 S.W.3d 702, 707 (Tex.App.—Dallas 2005, no pet.) Additionally, CPRC 65.011(5) states that a writ of injunction shall be granted in the case where “irreparable injury to real or personal property is threatened, irrespective of any remedy at law.”

33. Based on the above, the Plaintiff hereby requests that permanent injunctive relief be granted against Defendant Richker, including but not limited to an injunction ordering the Defendant cease his noxious and offensive activity, including, but not limited to, enjoining Defendant Richker from writing letters and sending other communications to Directors’ employers, harassing and threatening the Plaintiff’s property manager and property management company, and harassing, threatening, and interfering with the Association’s vendors and contractors.

Count Three - Attorney's Fees and Costs

34. Plaintiff re-alleges and incorporates herein the allegations set forth in all of the above paragraphs.

35. Pursuant to Texas Property Code Section 5.006 and Texas Civil Practice & Remedies Code Sections 38.001 *et. seq.* and 38.001 *et. seq.* and as otherwise allowed by law or by

Plaintiff's restrictive covenants, Plaintiff is entitled to recover its attorney's fees and related costs incurred in connection with this suit as a result of the Defendant Richker's breach of the restrictive covenants.

36. As a result of Defendant Richker's failure and/or refusal to comply with the restrictive covenants set forth in the Declaration, it is necessary for Plaintiff to seek the assistance of legal counsel. Plaintiff has employed the undersigned law firm of Riddle & Williams, P.C. and has agreed to pay it a reasonable fee for its services and for its expenses incurred in connection with this lawsuit, for any appeal in connection therewith, and for such other relief as to which Plaintiff may be entitled.

CONDITIONS PRECEDENT

37. All conditions precedent to recovery and to the relief requested herein have been performed, occurred, or are excused.

RELIEF REQUESTED

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully requests the following relief from and against Defendant:

1. The Court find and declare that Defendant Richker is in violation of the Declaration;
2. The Court issue a permanent injunction against Defendant Richker ordering Defendant Richker to comply with the Declaration.
3. Plaintiff be awarded an amount to be determined by the Court not to exceed \$200.00 for each day of the covenant violation up to and including the date the violation is ultimately cured

post-judgment, representing civil damages pursuant to Texas Property Code Section 202.004(c) for Defendant Richker's violation of the restrictive covenants set forth in this Petition;

4. Plaintiff recover all reasonable attorney's fees and costs from Defendant Richker, together with post-judgment interest thereon at the highest rate allowed by law from the date of judgment until paid, to include attorney's fees and costs incurred in response to any post-judgment motions or pleadings filed by Defendant Richker, and to include attorney's fees and costs incurred in connection with any appeal;

5. Plaintiff recover from Defendant Richker all costs of court; and

6. Plaintiff receive such other and further relief, special or general, legal or equitable, to which it may be justly entitled to receive.

Respectfully submitted,

RIDDLE & WILLIAMS, P.C.

By: */s/ Dean A. Riddle*

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ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the above and foregoing document has been served on all counsel of record pursuant to the Texas Rules of Civil Procedure on this the 13th day of January 2023.

/s/ Grant R. Neidenfeuhr
Grant R. Neidenfeuhr

DECLARATION

My name is Matthew Varble. My date of birth is November 29, 1977 and my address is 3110 University Park Ln Irving, TX 75062. I am a member of the Board of Directors for the Association. I declare under penalty of perjury that I have reviewed the foregoing Petition and the factual statements contained in Paragraphs 9 - 28 are within my personal knowledge and are true and correct.

Executed in Dallas County, Texas, on the 9th day of January, 2023.


Matthew Varble

DECLARATION

My name is Carl Motter. My date of birth is 8/3/67 and my address is 3303 KENDALL LN. I am a member of the Board of Directors for the Association. I declare under penalty of perjury that I have reviewed the foregoing Petition and the factual statements contained in Paragraphs 27 - 28 are within my personal knowledge and are true and correct.

Executed in Dallas County, Texas, on the 9 day of January, 2023.



Carl Motter

PLAINTIFF'S FIRST AMENDED ORIGINAL PETITION - Page 16

EXHIBIT A

May 16, 2022

Dear Aramark Leadership

Concerning Mathew Varble

We are new to our area and first time Home Owner Association members. I was told that our President, Mathew Varble is a Vice President at Aramark.

We thought you would like to see messages written by your employee and about him. He is a mean bully and even brought an older female woman to tears. He is always posting on Nextdoor Social Media site where he constantly attacks others who don't agree with him.

He is on Nextdoor virtually all day long and night.

Enclosed are some copies of his insanity. I had some more to send you but they were really nasty comments from him.

Concerned Resident





Sandra Patricia

April 21 at 9:00 AM · 🌐

I am one of the residents who had my message removed from Nextdoor. I was replying to Matt Varbles because he screenshot a personal message between him and my husband, the reason because my husband change his mind about the greenbelt!



Nextdoor University Park

sandramiccord26@hotmail.com

Tue

Jason Broeckel from University Park reacted to your reply:

"Matt! Yes, that is his text. He change his vote so what is the problem. I did infact call you because Guy had returned your phone call after your numerous text messages, question him about his vote. You didn't like what Guy said to you and you got very upset and said it what true what the neighborhood was saying about him been a liar and hang up. I call you and told you it was wrong for you to trying to change Guy's vote and you got upset at me I told you what in fact people in Nexdoor was saying about you was true you started yelling at me and told me were crazy and not to contact you again!!! . You are unethcal person, you don't have limits, you only care about your own agenda. You don't care about the people in the neighborhood it is your way or no way. Happy Easter to you too!"

View or reply

Private message

You and 3 others

5 Comments · Seen by 11

Re: keep green belt- NO MORE BALLOTS!

Patricia AM, University Park

Matt!! PLEASE LEAVE MY FAMILY ALONE!!
YOU DON'T KNOW THE FACTS. YOU NEED
TO STOP 🚫 MY HEALTH CONDITIONS
WITH OPEN HEART SURGERY CAN'T TAKE
ALL THIS STRESS. YOU ARE DOING MORE
DAMAGE THAN GOOD. GOD FORGIVE
YOU!!

*** THIS IS MY SECOND MESSAGE***... See
more



Like

Private message

Share

[View comment](#)

Like Reply 2w Edited

↳ Natalie Johnson replied · 1 Reply

Margaret Tichelaar

Sandra, because of my own "loose varbles" experiences, in my humble opinion, I think Matt finds it much easier (for lack of a better word) to attack women and his attacks on women are harsher.

Like Reply 2w

↳ Natalie Johnson replied · 1 Reply

View 5 more comments



Jason Broeckel

April 21 at 10:47 AM · 🌐

I hope everyone messages on Nextdoor, Lori Markes, one of the admin on Nextdoor, and request they remove Varbles from "Review Status" because he is removing comments unilaterally, comments simply because Varbles disagrees with your opinions. He is doing it entirely alone, with zero oversight. Comments that are within Nextdoor guidelines are being removed by Varbles. Varbles admitted he is doing this!

👤 You and 3 others

7 Comments Seen by 10

👤 Wow

💬 Comment

Most recent ▾

EXHIBIT B

June 21, 2022

ARAMARK UNIFORMS, INC.

RE: MATTHEW VARBLE

To Whom this May concern:

Erica gave us your contact information and we wanted to reach out to you about Matthew Varble, one of your employees.

Mr. Varble is a nasty, mean man. We've had to deal with his bullying and harassment for over 6 months as he became our new HOA Board President. Most of us have lived here for over 8 years and we've never had to deal with such a brute of a person before. He constantly screams at residents and we are presently working on removing him from office ASAP.

We just wanted you to know what kind of a person is working for your company.

Sincerely,

A handwritten signature in blue ink, appearing to be a stylized name or initials, written over a horizontal line.

The residents of University Park

NORTH TEXAS TX 750

04 JUN 2002 PM 5 L

**FROM: UNIVERSITY PARK RESIDENTS
3600 UNIVERSITY PARK LANE
IRVING, TEXAS
75062**

**TO: ARAMARK UNIFORMS, INC.
1900 EMPIRE CENTRAL
DALLAS, TEXAS 75235**



EXHIBIT C

July 25, 2022

ARAMARK UNIFORMS, INC.

RE: MATTHEW VARBLE - Aramark Employee

To Human Resources:

Matthew Varble is a nasty, nasty person!

I watched him bully many of my fellow neighbors and I find that he is disgusting!

I've only lived here a few years but I've seen his cruel nature many times as he has bullied and threatened many of my girlfriends living here!

University Park was once a peaceful place to live and now we are subjected to his vile and threatening demeanor.

Recently I find out that He was using his Aramark Linked In Account to look at my personal Linked In account and others who live here who oppose his reckless agenda.

Just thought you'd like to know who is working for you.

Sincerely



The Residents of University Park

**FROM: THE RESIDENTS OF UNIVERSITY PARK ESTATES
2600 UNIVERSITY PARK LANE
IRVING, TEXAS
75062**



**TO: ARAMARK UNIFORM SERVICES
ATTN HUMAN RESOURCES
1900 EMPIRE CENTRAL
DALLAS, TEXAS
75235**

CONCERNED
PARENT

NORTH TEXAS TX P&DC
DALLAS TX 750
17 OCT 2022 PM 5 L



ENERGY
ACTION
MONTH

APRAMARK UNIFORMS
1900 EMMAINE CENTRAL
DALLAS, TEXAS
752235

ATTN
75235-4234 99

HUMAN RESOURCES



October 17, 2022

Aramark Uniforms
1900 Empire Central
Dallas, Texas
75235

ATTN Human Resources - Mathew Varble Employee

To whom this may concern:

I'm outraged by the conduct of Mr. Varble.

I sent this letter to the University of Dallas - Please Read

I am outraged to learn that Mr. Varble is using racial slurs against some of your employees!

My daughter and her friends who attend your school told me this last week that this happened weeks ago. I couldn't believe my ears! I don't know who Mathew Varble is and what he has to do with the University of Dallas but this is unacceptable! My parents came here legally decades ago and to find out that someone in your employ is attacking persons of color is outrageous!

When my daughter told me this I immediately told her to find out who that person was and I still don't understand his connection to the University of Dallas.

I've spoken to two other parents involved and they told me that they will be speaking to their husbands to decide their course of action.

Please address this immediately.

Sincerely,



KJ

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Julie Foster on behalf of Chad Robinson
Bar No. 24037373
jfoster@riddleandwilliams.com
Envelope ID: 71783254
Status as of 1/20/2023 10:42 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Chad ERobinson		crobinson@riddleandwilliams.com	1/13/2023 12:16:02 PM	SENT
Julie Foster		jfoster@riddleandwilliams.com	1/13/2023 12:16:02 PM	SENT
Grant Neidenfeuhr		grant@riddleandwilliams.com	1/13/2023 12:16:02 PM	SENT
Dean Arden Riddle	16888960	driddle@riddleandwilliams.com	1/13/2023 12:16:02 PM	SENT