

El Paso Aero in the year 2020.

4. This is the third lawsuit Plaintiff has filed against Defendant El Paso Aero, all stemming from the same set of facts, circumstances, and causes of action that were alleged, or could have been alleged, in his first lawsuit against Defendant El Paso Aero.

5. The first lawsuit against Defendant El Paso Aero was resolved, and Plaintiff signed a “Settlement Agreement, Release in Full, and Indemnification Agreement,” which fully released Defendant El Paso Aero from all future claims, known or unknown, foreseen or unforeseen:

“Releasor”), does hereby release, acquit and forever discharge El Paso Aero, Inc. d/b/a Avionics Associates, (referred to as “Releasee”) and his, her, their, or its agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations, subsidiaries, parent companies, and partnerships of and from any all claims, actions, causes of action, appeals, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, not to include workers compensation claims against the Texas Department of Insurance, Division of Workers Compensation, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen lost wages, employment claims, bodily and personal injuries and the consequences thereof resulting or to result from the accident, casualty or event which are alleged could have been alleged in the case styled *Jacob Hinojos v. El Paso Aero Inc.*, Cause No. 2019DCV2076, State of Texas, County of El Paso, in the 41st Judicial District Court (also referred to as the “Claim”). The undersigned further declare(s) and

...

INDEMNIFICATION AND HOLD HARMLESS

As a further consideration and inducement for this compromise settlement, Releasor agrees to indemnify, defend, and to hold Releasees harmless from any and all past, present and future claims, demands, losses, causes of action, in law or in equity, whether known or unknown, which may hereafter be made or brought by Releasor or any other person or entity, claiming damages, reimbursement, subrogation, indemnity, or contribution which might be filed or claimed as a result of or in any way arising out of the aforesaid injuries or damages, in any way arising directly or indirectly from events, incidents, or occurrences referenced herein. It is the

6. After resolving his original lawsuit against Defendant El Paso Aero, and executing the “Settlement Agreement, Release in Full, and Indemnification Agreement,” Plaintiff then filed

a second *pro se* lawsuit against Defendant El Paso Aero, Cause No. 2020-DCV-2292, In the County of El Paso, State of Texas.

7. Defendants Andrew J. Cavazos and Poulos & Coates, LLP represented Defendant El Paso Aero in the second lawsuit.

8. By Plaintiff's own admission, at no time was he represented by Defendants Andrew J. Cavazos or Poulos & Coates, LLP during that second *pro se* lawsuit against El Paso Aero. On April 5, 2021, Plaintiff's second *pro se* lawsuit against Defendant El Paso Aero was summarily disposed of on grounds of res judicata and the previously-executed "Settlement Agreement, Release in Full, and Indemnification Agreement".

9. In relation to the second El Paso Aero lawsuit, Plaintiff filed a tandem *pro se* lawsuit against L&D Supply Co., Cause No. 2020-DCV-2293, In the County of El Paso, State of Texas, alleging that L&D Supply Co. supplied equipment to El Paso Aero that ultimately caused his injuries.

10. Defendant Brian Calhoun Mundell (misnamed as "Calhoun Mundell") represented L&D Supply Co. in that lawsuit.

11. By Plaintiff's own admission, at no time was he represented by Defendant Brian Calhoun Mundell during that lawsuit against L&D Supply Co.

12. On the May 12, 2021, that *pro se* lawsuit was also summarily disposed of, with the Court noting that after a year of discovery, "Plaintiff ha[d] failed to produce more than a scintilla of evidence to raise a genuine issue of material fact on an essential element of each and every claim asserted..."

13. In relation to the instant suit, like the second *pro se* lawsuit against Defendant El Paso Aero, the Court similarly **FINDS** that Plaintiff's claims and causes of action against

Defendant El Paso Aero in the instant *pro se* lawsuit are meritless on grounds of res judicata and the previously-executed “Settlement Agreement, Release in Full, and Indemnification Agreement”.

14. The Court further **FINDS** that there is no reasonable probability that Plaintiff would prevail in this *pro se* litigation against the Defendant El Paso Aero, based on the above.

15. The Court further **FINDS** that by Plaintiff’s own admission, he was never a client of Defendants Andrew J. Cavazos, Poulos & Coates, LLP, and Brian Calhoun Mundell.

16. The Court further **FINDS** that because it is undisputed that Defendants Andrew J. Cavazos, Poulos & Coates, LLP, and Brian Calhoun Mundell never represented Plaintiff, there is no reasonable probability that Plaintiff would prevail on his claims of professional negligence against these Defendants, as they owed him no duty of care.

17. The Court further **FINDS** that there is no reasonable probability that Plaintiff would prevail on his various claims of emotional distress against any Defendant, as those claims were filed after the statute of limitations had expired.

18. Thus, the Court **FINDS** that there is no reasonable probability that Plaintiff would prevail on any claim asserted against any Defendant in this *pro se* suit.

19. The Court further finds that there is no reasonable probability that Plaintiff Jacob Hinojos would have prevailed in the instant litigation against Defendants.

20. Additionally, the Court finds that Plaintiff Jacob Hinojos has repeatedly relitigated or attempted to relitigate, in *propria persona*, the cause of action, claim, controversy and issues of fact or law that have previously been determined or concluded by final determination between the parties the party or defendants as to whom the litigation was finally determined, in violation of section 11.054(2)(B) of the Texas Civil Practice and Remedies Code.

21. The Court further finds that Plaintiff Jacob Hinojos meets the criteria for being determined a vexatious litigant under sections 11.054(2) and 11.054(3) of the Texas Civil Practice and Remedies Code. The discussion, analysis, comments and ruling of the Court during the hearing on the Motion are also incorporated in this order as if set forth fully herein.

In relation to Plaintiff's other history of *pro se* litigation in the seven years preceding the filing of this Motion, the Court further **FINDS** the following:

23. On June 25, 2018, Plaintiff Jacob Hinojos filed a *pro se* lawsuit against the Estate of Robert Kern (the "Kern Estate"), Cause No. D-307-CV-2018-1371, In the State of New Mexico, before the Honorable James T. Martin, alleged workplace negligence and injuries.

24. That first *pro se* lawsuit against the "Kern Estate" was resolved, and Mr. Hinojos executed a Release.

25. In 2020, shortly after the first Kern Estate lawsuit was resolved and dismissed with prejudice, Plaintiff filed a second *pro se* lawsuit against The Estate of Robert Kern, Cause No. D-307-CV-2020-01718, Before the Honorable James T. Martin, In the State of New Mexico, alleging the same workplace negligence and injuries.

26. Given that Plaintiff's claims had already been dismissed with prejudice in the first lawsuit against the Kern Estate (and were further subject to a settlement and release of liability), the second Kern Estate lawsuit with dismissed with prejudice on grounds of *res judicata*.

27. Plaintiff then filed a *pro se* appeal to the New Mexico Court of Appeals. In denying Plaintiff's *pro se* appeal, the New Mexico Court of Appeals found that "there was no dispute... that Plaintiff's cause of action *is identical to the cause of action brought in Plaintiff's prior suit,*" and thus *res judicata* was properly extended to the second lawsuit.

28. On August 18, 2021, Mr. Hinojos would then file another *pro se* lawsuit against

T&T Staff Management, Cause No. 2021-DCV-2822, County of El Paso, State of Texas, alleging workplace negligence and injuries.

29. For the next three years, Plaintiff did nothing to prosecute his alleged claims of injury against T&T Staff Management.

30. On May 15, 2024, after nearly three years of stagnancy, the defendants filed a Motion for Summary Judgment, which was granted.

31. In relation to the above, the Court **FINDS** that since 2018, Plaintiff has repeatedly instituted groundless *pro se* legal actions, in attempts to relitigate the validity of prior final determinations and/or causes of action, claims, controversies asserted against the same parties, which have been repeatedly determined in an adverse manner against him, including the following:

- a. The second lawsuit against the Kern Estate, which was dismissed with prejudice under the theory of *res judicata*.
- b. The appeal of the second Kern Estate lawsuit, in which the New Mexico Court of Appeals found that “there was no dispute...that Plaintiff’s cause of action *is identical to the cause of action brought in Plaintiff’s prior suit,*” and thus *res judicata* was properly extended to the second lawsuit.
- c. The second El Paso Aero lawsuit, which on April 5, 2021, was dismissed on *res judicata* grounds.
- d. The lawsuit against L&D Supply Co., which was dismissed after a finding that “Plaintiff ha[d] failed to produce more than a scintilla of evidence to raise a genuine issue of material fact on an essential element of each and every claim asserted...”
- e. The various lawsuits against “John Doe” Defendants, which after three years

of near complete stagnancy, would be dismissed for want of prosecution.

- f. The lawsuit against T&T Staff Management, which on May 15, 2024, after nearly three years of near complete stagnancy, was summarily dismissed of.

Taking all the above **FINDINGS** into consideration, the Court **HEREBY ORDERS** that Plaintiff meets the criteria for being declared a vexatious litigant. The Motion is therefore well-taken and is hereby **GRANTED**.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that this Court declares Plaintiff **JACOB HINOJOS** a **VEXATIOUS LITIGANT**.

IT IS FURTHER ORDREED, ADJUDGED and DECREED that Plaintiff **JACOB HINOJOS** must furnish security, within 14 days of the entry of this order, in the amount of **\$10,000.00 per Defendant**, for the benefit of Defendants, which sum is reasonably necessary to assure payment to Defendants' of their reasonable expenses incurred in or in connection with the litigation commenced, or maintained by Plaintiff **JACOB HINOJOS**.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that reasonable security shall consist of cash to be paid in the registry of the Court undertaken by persons who demonstrate ownership of liquid and unencumbered assets that are non-exempt under federal or state law of at least twice the amount of the security ordered to be furnished by the Court, payable for the benefit of Defendants, subject only to Plaintiff **JACOB HINOJOS** prevailing in a final determination of his claims as set forth in his pleadings on file with the Court.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that before any bond provided by Plaintiff **JACOB HINOJOS** shall be accepted, an application for the approval of said bond shall be filed with notice to Defendants, and at hearing upon such application, the Court shall determine the adequacy of the undertaking.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the given litigation is stayed until such time when and if Plaintiff Jacob Hinojos satisfies the requirements for a bond in accordance with this Order and Chapter 11 of the Texas Civil Practice and Remedies Code.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that if Plaintiff **JACOB HINOJOS** fails to post adequate security with the Court within 15 days of the signing of this order, this suit will be dismissed in its entirety pursuant to section 11.056 of the Texas Civil Practice and Remedies Code.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that if Plaintiff **JACOB HINOJOS** timely provides the security herein required and the litigation is later decided on the merits against Plaintiff **JACOB HINOJOS**, Defendants shall have recourse to the security furnished under this Order.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that Plaintiff **JACOB HINOJOS** is hereby prohibited from filing in *propria persona* any new litigation in this Court unless permission has been granted by the local Administrative Judge, as expressly authorized by sections 11.101 and 11.102 of the Texas Civil Practice and Remedies Code.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that in the event Plaintiff **JACOB HINOJOS** shall disobey this Order in an attempt to file any action in this Court, without first obtaining permission of the local Administrative Judge, Plaintiff **JACOB HINOJOS** shall be subject to a finding of contempt of Court.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the clerk of the Court shall notify the Office of Court Administration of the Texas Judicial System that Plaintiff **JACOB HINOJOS** has been determined to be a **VEXATIOUS LITIGANT**, so that he will be placed on a list of vexatious litigants subject to prefiling orders, and that in fact a prefiling order has been

issued against Plaintiff **JACOB HINOJOS** as authorized by section 11.104 of the Texas Civil Practice and Remedies Code.

SIGNED this 24TH DAY OF MARCH, 2026.



JUDGE FRANCISCO X. DOMINGUEZ
205TH DISTRICT COURT