

II.
DISCOVERY CONTROL PLAN LEVEL

2. Plaintiffs intend that discovery be conducted under Discovery Level 3.

III.
NOTICE OF RELATED CASES

3. Pursuant to Local Rule 1.08, Plaintiffs give Noticed of Related Cases and advise that, upon information and belief, this case arises out of the same transaction or occurrence as the following previously filed cases:

Date	Court	Cause	Style
01.11.2024	CCL3	CC-24-00247-C	Medearis v. Atmos Energy Corp., et al.
01.12.2024	134 DC	DC-24-00525	Mira v. Atmos Energy Corp., et al.

IV.
PARTIES & SERVICE

4. Plaintiffs Manuela Marin, Gary Angulo, Yeimy Marin, Ericka Beatriz Sanchez Del Cid, Candi Ruby Marmolejo, Laura Serrano Reséndiz, Flor Hilda Serrano Reséndiz, Sandra Guijosa Mandujano, Cristian Chavez Callejas, and Cinthia Lara Rangel are individuals who reside in Texas. They may be reached through their counsel of record, ZEHL & ASSOCIATES, PC.

5. Defendant Atmos Energy Corporation is a domestic for-profit company whose principal office and principal place of business is in Dallas, Texas. Atmos may be served through its registered agent, Corporation Service Company, located at 211 E. 7th Street, Suite 620, Austin, Texas 78701. Plaintiffs request a citation.

6. Defendant Sandman Management (Nevada), Inc. is a foreign for-profit company whose principal office and principal place of business is in Fort Worth, Texas. Sandman may be served through its registered agent, Capitol Corporate Services, Inc., located at 1501 S. Mopac Expressway, Suite 220, Austin, Texas 78746. Plaintiffs request a citation.

7. Defendant Northland Developments, Inc. is a domestic for-profit company whose principal office and principal place of business is in Vancouver, British Columbia, Canada.

Northland may be served through its registered agent, Lankford & Associates PLLC, located at 2601 Avenue of the Stars, Frisco, Texas 75034. Plaintiffs request a citation.

8. Defendant Rock Libations, LP is a domestic limited partnership whose principal office and principal place of business is in Dallas, Texas. Rock Libations may be served through its registered agent, Joshua Babb, located at 4245 N. Central Expressway, Suite 520, Dallas, Texas 75205, or 11905 Woodbridge Drive, Dallas, Texas 75243, or 2300 Flora Street, Dallas, Texas 75201, or wherever he may be found. Plaintiffs request a citation.

**V.
MISNOMER/ALTER EGO**

9. If any parties are misnamed or not included here, Plaintiffs contend that such an omission is a “misidentification,” “misnomer,” or an “alter ego” of the parties named here. Alternatively, Plaintiffs contend that any “corporate veils” should be pierced to properly include, in the interest of equity and justice, those who damaged Plaintiffs.

**VI.
JURISDICTION & VENUE**

10. The subject matter in controversy is within the jurisdictional limits of this court.

11. This Court has personal jurisdiction over Defendants because they conduct a substantial amount of business in Texas, have continuous and systematic contacts with Texas, and committed a tort in Texas by injuring Texas residents.

12. This case is not removable because no federal question exists, the parties are not diverse, and one or more defendants are forum defendants.

13. All other jurisdictional prerequisites and conditions precedent to suit are met.

14. Venue is proper in Dallas County under Texas Civil Practice and Remedies Code § 15.002(a)(3) because Atmos and Rock Libations maintain their principal offices and principal places of business in this state in Dallas County, Texas.

VII.

FACTS

15. On January 8th, 2024, a natural gas explosion occurred at or near Musume Restaurant, which is within the Sandman Signature Fort Worth Hotel.

16. On information and belief, Atmos Energy Corporation supplied natural gas utility services and related equipment to the Sandman Hotel and/or Musume Restaurant.

17. On information and belief, Sandman Management (Nevada), Inc. managed and/or operated the Sandman Hotel.

18. On information and belief, Northland Developments, Inc. owned the building in which the Musume Restaurant and Sandman Hotel operated.

19. On information and belief, Rock Libations, LP owned and/or operated the Musume Restaurant located inside the Sandman Hotel.

20. Plaintiffs suffered injuries and damages because of the explosion, which should never occur under any circumstances. Due to their injuries, Plaintiffs received medical attention and, likely, will continue to need medical treatment in the future. Plaintiffs also sustained, and will in all likelihood continue to sustain in the future, severe pain, suffering, anguish, impairment, disfigurement, and loss of earnings and earning capacity.

VIII. DEFENDANTS' LIABILITY

A. NEGLIGENCE

21. Plaintiffs incorporate all other paragraphs by reference here fully.

22. At all material times, Sandman, Northland, and / or Rock Libations owned, operated, occupied, and/or controlled the Sandman Hotel and/or Musume Restaurant where the explosion occurred. injured. Upon information and belief, operations at the Sandman Hotel and Musume Restaurant continued up until the time of the explosion. Sandman, Northland, and / or Rock Libations, therefore, had an interest to control, oversee, guide, influence, and/or participate

in facility maintenance and/or equipment use activities involving natural gas utilities at the Sandman Hotel and Musume Restaurant.

23. At all material times, Atmos supplied natural gas utility services and related equipment to the Sandman Hotel and/or Musume Restaurant where the explosion occurred. Atmos, therefore, had an interest to control, oversee, guide, influence, and/or participate in transportation, maintenance, and/or equipment use activities involving natural gas at the Sandman Hotel and Musume Restaurant.

24. Defendants, therefore, had a duty to exercise the degree of care that reasonably careful persons would use to avoid harm to others under circumstances like those described herein. Atmos also had nondelegable duty to safely provide natural gas to the Musume Restaurant and Sandman Hotel.

25. Defendants exercised or retained control over the way operations were performed at the Sandman Hotel and Musume Restaurant and had actual knowledge of the danger or condition resulting in Plaintiffs' injuries and failed to adequately warn Plaintiffs.

26. The negligent, careless, and reckless disregard and breach of these duties consisted of, but is not limited to, the following acts and omissions:

- a. improper use of equipment connected to natural gas utilities;
- b. improper maintenance of equipment connected to natural gas utilities;
- c. improper transportation of natural gas utilities;
- d. failing to adequately warn of or make safe dangers or conditions of which these defendants had actual knowledge;
- e. failing to properly train, supervise, monitor, and retain employees;
- f. failing to implement and enforce policies and procedures for natural gas utility safety;
- g. failing to follow policies, procedures, and guidelines for natural gas utility safety;
- h. failing to use ordinary care as a reasonable person would under the same or similar circumstances;

- i. failing to provide a safe workplace; and
- j. such additional acts of negligence, which will be established as the case progresses.

27. Plaintiffs' injuries were proximately caused by Defendants' negligent, careless, and reckless disregard of these duties.

B. PREMISES LIABILITY

28. Plaintiffs incorporate all other paragraphs by reference here fully.

29. At all material times, Sandman, Northland, and/or Rock Libations owned, occupied, operated, and/or controlled the Sandman Hotel and/or Musume Restaurant where the unacceptable explosion occurred. Atmos provided natural gas utility services, to the Sandman Hotel and/or Musume Restaurant.

30. The condition of the area where Plaintiffs were injured—a natural gas leak leading to an explosion—posed an unreasonable risk of harm and Defendants had actual knowledge or reasonably should have known of the unreasonably dangerous condition. Defendants knew or should have known foreseen that these dangerous conditions would ultimately lead to an explosion like that which occurred here.

31. Unfortunately, it was also necessary for Plaintiffs to use the portion of the premises containing the unreasonably dangerous condition to perform their duties and Defendants should have anticipated that Plaintiffs were unable to avoid the unreasonable risks posed to them by the unreasonably dangerous conditions. In other words, it was necessary for Plaintiffs to be in the vicinity of the dangerous conditions to perform their duties, they could not have reasonably avoided the dangerous condition and continued to do their work, and Defendants knew, or should have known it, but did nothing about it until after this incident occurred.

32. Plaintiffs were invitees who entered the premises with Defendants' knowledge and for their benefit. Therefore, Defendants had a duty to warn Plaintiffs of the unreasonably dangerous conditions or to make the unreasonably dangerous conditions reasonably safe.

Defendants breached this duty by failing to warn Plaintiffs of the known and unreasonably dangerous condition and by failing to make the unreasonably dangerous condition reasonably safe. Defendants' breach proximately caused Plaintiffs' injuries and, for that, Defendants are liable.

C. *Respondeat Superior*

33. Plaintiffs incorporate all other paragraphs by reference here fully.

34. Whenever Plaintiffs allege that Defendants did or failed to do an act or omission, Plaintiffs means that Defendants, acting individually, or by and through their agents, officers, directors, servants, and employees, either did or failed to do that act or omission. This applies to acts or omissions by Defendants' employees, representatives, and/or agents in the course and scope of their employment, agency, contract, or duties to advance Defendants' business.

35. Therefore, under the doctrine of respondeat superior, Defendants are vicariously liable for the conduct of their agents, officers, directors, servants, and employees as further outlined herein.

D. *Gross Negligence*

36. Plaintiffs incorporate all the above paragraphs by reference here fully.

37. The acts and omissions of Defendants discussed herein, when viewed from the standpoint of Defendants at the time of the act or omission, involved an extreme degree of risk, considering the probability and magnitude of the potential harm to Plaintiffs and others. Defendants had actual, subjective awareness of the risks of their conduct, but still proceeded with conscious indifference to the rights, safety, and welfare of Plaintiffs and others.

38. Defendants' gross negligence, both individually, and acting by and through their employees, agents, drivers, officers, and representatives in the course of employment, proximately caused Plaintiffs' injuries and damages. As such, Defendants are grossly negligent and should be subjected to exemplary damages.

IX.

PLAINTIFFS' DAMAGES

39. Plaintiffs incorporate all the above paragraphs by reference here fully.

40. As a direct and proximate result of the occurrence made the basis of this lawsuit, Plaintiffs suffered severe and debilitating injuries and have incurred, or will incur, substantial damages. Plaintiffs have suffered and, in reasonable probability, will continue to suffer in the future, the following physical, pecuniary, and emotional damages:

- a. Reasonable medical care and expenses in the past. These expenses were incurred by Plaintiffs for the necessary care and treatment of the injuries resulting from the incident complained of herein and such charges are reasonable and were usual and customary charges for such services;
- b. Reasonable and necessary medical care and expenses that will, in all reasonable probability, be incurred in the future;
- c. Physical pain and suffering in the past and future;
- d. Physical impairment in the past and future;
- e. Physical disfigurement in the past and future;
- f. Mental anguish in the past and future;
- g. Loss of earnings and/or earning capacity in the past and future;
- h. Loss of household services in the past and future;
- i. Exemplary damages;
- j. Court costs; and
- k. All other damages to which Plaintiffs may be justly entitled and that may be shown through discovery and trial of this case.

41. As a direct and proximate result of injuries to their spouses, Plaintiffs Gay Angulo and Cristian Chavez Callejas suffered physical, emotional, financial, and other injuries and damages—which are delineated below—and, as provided by Texas law, is entitled to recover for those damages.

- a. Loss of consortium, including the loss of love, affection, protection, emotional support, companionship, care, and society due to their spouses' injuries, both in the past and future;

- b. Loss of household services in the past and future;
- c. Exemplary damages;
- d. Court costs; and
- e. All other damages to which Plaintiffs may be justly entitled and that may be shown through discovery and trial of this case.

**X.
NOTICE OF INTENT TO USE DISCOVERY AT TRIAL**

42. Pursuant to Texas Rule of Civil Procedure 193.7, Plaintiffs hereby give notice that they intend to use all discovery instruments produced in this case at trial. Such discovery instruments include, but are not limited to, all documents Defendants have produced in response to Plaintiffs' written discovery requests and all documents Plaintiffs have produced in response to Defendants' written discovery requests.

**XI.
RULE 47 STATEMENT OF MONETARY RELIEF SOUGHT**

43. Plaintiffs prefer to have the jury determine the fair amount of compensation for Plaintiffs' damages. However, Texas Rule of Civil Procedure 47 *requires* Plaintiffs provide a statement regarding the amount of monetary relief sought. Accordingly, Plaintiffs seek monetary relief over \$1,000,000.

**XII.
JURY TRIAL REQUESTED**

44. Plaintiffs request a jury trial.

**XIII.
CONCLUSION & PRAYER**

For these reasons, Plaintiffs respectfully prays that Defendants be cited to appear and answer herein, and, upon a final hearing of the cause, judgment be entered for the Plaintiff against Defendants for damages in an amount within the jurisdictional limits of the Court; pre-judgment interest (from the date of injury through the date of judgment) at the maximum rate allowed by

law; post-judgment interest at the legal rate; costs of court; and such other and further relief to which the Court determines Plaintiff may be entitled at law or in equity.

Respectfully submitted,

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