

punitive damages and penalties, and attorney fees and costs. The amount of monetary relief actually awarded, however, will ultimately be determined by a jury. Plaintiff also seeks pre-judgment and post-judgment interest at the highest legal rate.

II. **JURISDICTION AND VENUE**

This court has jurisdiction over Atmos Energy Corporation, as it is a company in the State of Texas. The Court has jurisdiction over Sandman Management, Inc. as it is a company in the State of Texas. The court has jurisdiction over Sandman Signature Fort Worth Hotel because it is located in the State of Texas. The court has jurisdiction over Northland Properties Court because it is a company in the State of Texas. The court has jurisdiction over Musume Restaurant because it is located in the State of Texas. Venue is proper in Dallas County, because the Defendant Atmos Energy Corporation principal office is in Dallas County.

III. **PARTIES AND SERVICE**

1. Plaintiff is a resident of Dallas County, Texas.
2. Atmos Energy Corporation is a Texas corporation, and its principal place of business is Dallas County, Texas. It may be served by serving its registered agent Corporation Service Company at its address of 211 E. 7th Street, Suite 620, Austin, Texas, 78701.
3. Sandman Management, Inc. may be served by its registered agent Capitol Corporate Services, Inc., at its address of 206 E. 9th Street, Suite 1300, Austin Texas 78701.
4. Sandman Signature Fort Worth Hotel may be served by its registered agent Capitol Corporate Services, Inc., at its address of 206 E. 9th Street, Suite 1300,

Austin Texas 78701.

5. Northland Properties Corporation may be served by its registered agent Capitol Corporate Services, Inc., at its address of 206 E. 9th Street, Suite 1300, Austin Texas 78701.
6. Musume Restaurant may be served at its principal place of business at its address of 810 Houston Street, Fort Worth, Texas 76102.

IV. **FACTS**

On January 9th, 2024, a natural gas explosion occurred at or near Musume Restaurant, which is within the Sandman Signature Fort Worth Hotel, the natural gas of which is provided by Atmos Energy Corporation. Sandman Management, Inc. is the parent company of Sandman Signature Fort Worth Hotel. Plaintiff was at or near the explosion and was injured because of and only because of the explosion. Plaintiff was an employee on location. Plaintiff complaint to management that an odor of natural gas was noticeable and the gas was burning his eyeballs. After the blast occurred, Plaintiff was covered in debris. The plaintiff was and is injured as a result of this explosion.

V. **PREMISES LIABILITY**

Defendants Sandman Management, Inc., Sandman Signature Fort Worth Hotel, and Musume Restaurant were the owners and/or in possession of the premises where Plaintiff's incident forming the basis of this cause occurred. Atmos Energy Corporation is the natural gas provider for the Sandman Signature Fort Worth Hotel. Northland Properties Corporation owns Sandman Management, Inc. and Sandman Signature Fort Worth Hotel. Plaintiff entered Defendants' premises with Defendants' knowledge and for their mutual benefit. Specifically,

Plaintiff was an employee, a business invitee, acting reasonably, on the property belonging to Defendants. The conduct of Defendants by failing to keep a safe area for invitee or employee on its premises, was the proximate cause of Plaintiff's damages in the following acts of negligence, to wit:

- a. In failing to timely observe and inspect the premises in order to correct any unsafe practice or condition and thereby protect employees, agents, workers, customers or business invitees, such as the Plaintiff;
- b. In failing to provide all appropriate protective equipment which is standard and to take other reasonably necessary measures to help ensure that Plaintiff and other employees, agents, workers, customers or business invitees would not experience any foreseeable injuries on the premises;
- c. In failing to take any steps to ensure a safe environment and/or safe conditions for employees, agents, and workers on the premises, such as the Plaintiff;
- d. In failing to ensure compliance with the safety policies and procedure, if any; and
- e. In failing to timely observe and inspect the work-related project in order to correct any unsafe practice or condition and thereby protect its employees, agents, and workers such as the Plaintiff.

VI. **ATMOS NEGLIGENCE**

Atmos owed a nondelegable duty to Plaintiff to safely provide natural gas to Musume Restaurant, which is within the Sandman Signature Fort Worth Hotel.

Atmos had reason to anticipate injury of persons or people if Atmos' natural gas supply was volatile and was not safely transported stored or sold to the Sandman Signature Fort Worth Hotel.

Atmos breached this nondelegable duty and caused a massive explosion to occur. Plaintiff was severely injured because of this explosion.

VII. **APPLICATION FOR TEMPORARY RESTRAINING ORDER**

Due to the possible spoliation of evidence by Defendants, Plaintiff requests the immediate relief only available under a temporary restraining order. Plaintiff would request the extraordinary remedy of restraining Defendants from cleaning the wreckage of the explosion or otherwise cleaning up the site and location of the explosion until such time as Plaintiff has been allowed to have its experts inspect the location. By restraining the cleanup of the wreckage, Plaintiff contends that the status quo will be preserved and critical evidence central to the Plaintiff's case will not be destroyed by Defendants.

VIII. DAMAGES

As a direct and proximate result of the occurrence made the basis of this lawsuit, Plaintiff was injured. For any damages that will endure for life of Plaintiff, please refer to National Vital Statistics Reports United States Life Tables, for expected life of Plaintiff. Plaintiff demands compensation for the following damages:

1. Reasonable medical care and expenses in the past. These expenses were incurred by Plaintiff for the necessary care and treatment of the injuries resulting from the accident complained of herein and such charges are reasonable and were usual and customary charges for such services;
2. Reasonable and necessary medical care and expenses which will, in all reasonable probability, be incurred in the future;
3. Physical pain in the past;
4. Mental anguish in the past;
5. Physical pain which will, in all reasonable probability, be suffered in the future;
6. Mental anguish which will, in all reasonable probability, be suffered in the future;

7. Loss of earnings in the past;
8. Loss of future earning capacity;
9. Physical impairment in the past; and
10. Physical impairment in the future.

By reason of all of the above, Plaintiff has suffered losses and damages in a sum within the jurisdictional limits of the Court and for which this lawsuit is brought.

IX.
JURY DEMAND

Pursuant to Rule 216 of the Texas Rule of Civil Procedure, Plaintiff respectfully requests that this case be tried before a jury.

X.
PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully prays that Defendants be cited to appear and answer herein, and that upon a final hearing of the cause, judgment be entered for the Plaintiff for damages in an amount in excess of the minimal jurisdictional limits of this court, together with pre-judgment interest (from 180 days after written notice of the claim was given or suit was filed, whichever occurred first through the day before 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, at law or equity, to which Plaintiff may be entitled at law or in equity.

Respectfully Submitted,
THE MARYE LAW FIRM, P.C.

/s/ Eric H. Marye

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