

NO. 366-03844-2008

LAURA GRANT
Plaintiff,

V.

TERMINIX INTERNATIONAL
COMPANY, L.P.
Defendant.

§ IN THE DISTRICT COURT
§
§
§ 366 JUDICIAL DISTRICT
§
§
§ OF COLLIN COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES Laura Grant, hereinafter called Plaintiff, complaining of and about Terminix International Company, L.P., hereinafter called Defendant, and for cause of action shows unto the Court the following:

DISCOVERY CONTROL PLAN LEVEL

1. Plaintiff intends that discovery be conducted under Discovery Level 2.

PARTIES AND SERVICE

2. Plaintiff, Laura Grant, is an Individual whose address is PO Box 940048, Plano, Texas 75094.
3. The last three digits of the driver's license number of Laura Grant are 336. The last three digits of the social security number for Laura Grant are 837.
4. Defendant Terminix International Company, L.P., a Nonresident Corporation, may be served by and through its attorney, Carlton Fisher, who has agreed to accept service at Hinshaw & Culbertson, LLP, 222 North LaSalle St., Ste 300, Chicago, Illinois 60601. Service of said Defendant as described above can be effected by **FILED** certified mail, return receipt requested.

08 NOV 18 AM 11:30

HONORABLE KIMBLE
DISTRICT CLERK
COLLIN COUNTY, TEXAS
[Signature]

JURISDICTION AND VENUE

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

6. This court has jurisdiction over Defendant Terminix International Company, L.P., because said Defendant purposefully availed itself of the privilege of conducting activities in the State of Texas and established minimum contacts sufficient to confer jurisdiction over said Defendant, and the assumption of jurisdiction over Terminix International Company, L.P. will not offend traditional notions of fair play and substantial justice and is consistent with the constitutional requirements of due process.

7. Furthermore, Plaintiff would show that Defendant Terminix International Company, L.P. engaged in activities constituting business in the State of Texas as provided by Section 17.042 of the Texas Civil Practice and Remedies Code, in that said Defendant committed a tort in whole or in part in Texas.

8. Venue in Collin County is proper in this cause pursuant to Section 17.56 of the Texas Business and Commerce Code and under Section 15.002(a)(1) of the Texas Civil Practice and Remedies Code because all or a substantial part of the events or omissions giving rise to this lawsuit occurred in this county.

FACTS

9. On Monday, March 26, 2007, Plaintiff, Laura Grant, called Terminix to schedule an appointment for a Termite inspection. An appointment was set for March 27, 2008 between the hours of 3:00pm, and 5:00 pm. Around 11:30 am, Plaintiff received a phone call from a gentleman introducing himself as Mark Brackenridge from Terminix. Brackenridge began to perform termite inspections on both the inside and outside of the home. During the course of the termite inspection Terminix employec, Mark Brackenridge touched his crotch inappropriately and masturbated in front

of Plaintiff. Brackenridge exposed his genitals to Plaintiff and violated the Plaintiff's home and security. This indecent exposure was both unwanted and unsolicited and caused Plaintiff to immediately fear for her safety and well-being, as the Terminix employee began to talk to himself in a disturbed manner. During the entire contact Brackenridge had with Plaintiff, Brackenridge was performing a termite inspection for Terminix and talked about the follow-up termite application.

10. Immediately after Brackenridge left the house, Plaintiff attempted to notify both Terminix and the local law enforcement of the indecent exposure that had taken place with Mr. Brackenridge. Subsequently, Mr. Brackenridge attempted to contact Plaintiff with the phone numbers Plaintiff provided for the termite inspection. Terminix has failed to be responsible for the acts of its employees while on calls for Terminix.

11. Eventually, branch manager, Todd Luther from Terminix met with Plaintiff regarding the acts and provided Plaintiff information regarding both their termite services and the steps followed in hiring employees. Luther informed Plaintiff that all employees must pass stringent background checks and that no person of questionable character or with any felonies would be employed by Terminix. Plaintiff became even more shocked and nervous when she learned that Mr. Luther, the Terminix branch manager, was a felon convicted of an assault. The entire course of conduct by Terminix and its employees was negligent and irresponsible to Plaintiff and has continued to cause Plaintiff stress regarding the entire situation.

NEGLIGENCE

12. In the course of the transactions between Plaintiff and Defendant, Defendant owed Plaintiff a duty to exercise reasonable care in performing services for Plaintiff, as necessary for the protection of Plaintiff.

13. Plaintiff would show that Defendant failed to exercise ordinary care in performing

such duty. The acts and/or omissions of Defendant described in paragraphs 9, 10, and 11 hereinabove by which Defendant breached such duty constitute a proximate cause of the damages of Plaintiff described more fully hereinbelow, for which Defendant is liable to Plaintiff.

NEGLIGENT HIRING, SUPERVISION, AND/OR MANAGEMENT

14. Plaintiff would show that Defendant Terminix International Company, L.P. owed a duty to clients and customers, including Plaintiff, to exercise ordinary care in the hiring of competent employees, and in the supervision and management of said Defendant's employees.

15. Plaintiff would further show that Defendant Terminix International Company, L.P. failed to use ordinary care in these respects, including but not limited to failing to properly investigate potential job applicants, failing to properly supervise said Defendant's personnel, failing to implement adequate safeguards to prevent the situation that resulted in Plaintiff's damages, and failing to provide adequate oversight for such employees. These conditions created an environment in which misrepresentations to clients and customers were likely and reasonably foreseeable to occur, and which in fact did occur in the course of the transactions involving Plaintiff described in paragraphs 9, 10 and 11 hereinabove, which proximately caused the damages sustained by Plaintiff herein, and for which Plaintiff hereby sues.

INVASION OF PRIVACY

16. In the course of the transactions between Plaintiff and Defendant, Defendant intentionally intruded on Plaintiff's solitude, seclusion, and private affairs in Plaintiff's home.

17. Plaintiff would show that the acts and/or omissions of Defendant described in paragraphs 9, 10, and 11 hereinabove by which Defendant committed were highly offensive to Plaintiff and caused injuries to Plaintiff, and for which Plaintiff hereby sues.

AGENCY

18. At and during the time of the acts and/or omissions complained of herein, any acts and/or omissions committed by an agent, representative or employee of Terminix International Company, L.P., Defendant, occurred within the scope of the actual or apparent authority of such person on behalf of said Defendant.

19. Said Defendant is therefore liable to Plaintiff for the acts and/or omissions of any such agent, representative or employee complained of herein by virtue of such agency relationship.

RESPONDEAT SUPERIOR

20. At and during the time of the acts and/or omissions complained of herein, said acts and/or omissions of any employee of Terminix International Company, L.P., Defendant, occurred within the scope of the general authority and for the accomplishment of the objectives for which such employee was employed.

21. Defendant Terminix International Company, L.P. is therefore liable to Plaintiff for the acts and/or omissions of any such employee complained of herein under the doctrine of respondeat superior.

ACTUAL DAMAGES

22. Plaintiff sustained the following actual damages as a result of the actions and/or omissions of Defendant described hereinabove:

- (a) Expenses for psychological care and counseling.
- (b) Nominal damages as a result of the torts committed.

DAMAGES FOR MENTAL ANGUISH

23. Plaintiff would further show that the false, misleading and deceptive acts, practices and/or omissions described hereinabove were committed "knowingly," as provided by Section

17.45(9) of the Texas Business and Commerce Code, in that Defendant had actual awareness of the falsity, deception, or unfairness of such acts, practices, and/or omissions.

24. As a result of such acts, practices and/or omissions, Plaintiff sustained a high degree of mental pain and distress of such nature, duration and severity that would permit the recovery of damages for mental anguish pursuant to Section 17.50(b) of the Texas Business and Commerce Code, and for which Plaintiff hereby sues in an amount in excess of the minimum jurisdictional limits of this Court.

EXEMPLARY DAMAGES

25. Plaintiff would further show that the acts and omissions of Defendant complained of herein were committed knowingly, willfully, intentionally, with actual awareness, and with the specific and predetermined intention of enriching said Defendant at the expense of Plaintiff. In order to punish said Defendant for such unconscionable overreaching and to deter such actions and/or omissions in the future, Plaintiff also seeks recovery from Defendant for exemplary damages.

ATTORNEY'S FEES


26. Request is made for all costs and reasonable and necessary attorney's fees incurred by or on behalf of Plaintiff herein, including all fees necessary in the event of an appeal of this cause to the Court of Appeals and the Supreme Court of Texas, as the Court deems equitable and just.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff, Laura Grant, respectfully prays that the Defendant be cited to appear and answer herein, and that upon a final hearing of the cause, judgment be entered for the Plaintiff against Defendant for the actual damages requested hereinabove in an amount in excess of the minimum jurisdictional limits of the Court, together with prejudgment and postjudgment interest at the maximum rate allowed by law, attorney's fees, costs of court, and

such other and further relief to which the Plaintiff may be entitled at law or in equity, whether pled or unpled.

Respectfully submitted,

By: 

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Attorney for Plaintiff
Laura Grant

PLAINTIFF HEREBY DEMANDS TRIAL BY JURY