

09C1471-005
CAUSE NO. _____

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STEVE TROUT,
Plaintiff,

VS.

TXAR PROFESSIONAL
BASEBALL, L.L.C.
Defendant.

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IN THE DISTRICT COURT OF
BOWIE COUNTY, TEXAS
Jana Petty DEPUTY

_____ JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF THIS COURT:

Steve Trout sues TXAR Professional Baseball, L.L.C. ("TXAR") for breach of contract and for injuries he received at work. This case will be controlled by Discovery Control Plan Level One (1) as required by TEX. R. CIV. P. 190. Plaintiff claims the following:

PARTIES, RESIDENCE AND SERVICE

Steve Trout is an individual residing in Arizona.

Defendant TXAR is a Texas limited liability corporation, having its principal office in Bowie County, Texas. TXAR may be served with process by service on its registered agent, Franklin G. Snyder, at its registered address, 175 County Road 1270, Kopperl, Texas 76652, or by serving any officer of the corporation at 632 County Road 1224, Texarkana, Texas 75501.

JURISDICTION AND VENUE

The amount in controversy is within the jurisdictional limits of this Honorable Court. Because Bowie County is the county where the cause of action accrued and the county of TXAR's principal office, venue is proper in this Court. TEX. CIV. PRAC. & REM. CODE § 15.002.

FACTS

Steve Trout was hired to manage the Texarkana Gunslingers in the Continental Baseball League for the 2008 season. TXAR owns the Texarkana Gunslingers. Steve Trout was injured in a fight that resulted from TXAR's inability to provide him with a safe work environment. Due to inadequate security, Steven R. Trout suffered extensive damages to his head and neck while trying to break up a fight between the Texarkana Gunslingers and the Corpus Christi Beach Dawgs on May 30, 2008. While trying to break up a fight, he was thrown to the ground, beaten, kicked repeatedly and severely injured. There was no security to break up or stop the fight. Steve Trout was then terminated in breach of his employment contract for insisting that he be provided with a safe working environment.

BREACH OF CONTRACT

Steve Trout had an employment contract with TXAR. He was only to be terminated for good cause pursuant to the terms of that employment contract. TXAR's wrongful termination of Steve Trout violates the terms of his employment contract. There was no good cause for his termination, and TXAR therefore owes him the unpaid portion of his employment contract, \$12,000.00. This claim has been properly presented to TXAR and Steve Trout seeks recovery of his attorney's fees pursuant to TEX. CIV. PRAC. & REM. CODE § 38.002.

NEGLIGENCE

TXAR., as the employer of Steve Trout at the time of the events described above, owed him the following non-exclusive list of duties:

1. To provide a reasonably safe workplace;
2. To provide adequate security;

3. To protect him from being violently beaten while performing his job duties; and
4. To exercise ordinary care in order to prevent injury.

TXAR breached its duties by:

1. Failing to provide a reasonably safe workplace;
2. Failing to provide adequate security;
3. Failing to protect him from being beaten while performing his job duties; and
4. Failing to exercise ordinary care in order to prevent injuries.

TXAR's negligence proximately caused Steven Trout to incur damages. TXAR was not a subscriber to worker's compensation insurance when these injuries occurred, and therefore is strictly liable for Steven Trout's injuries.

DAMAGES

As a proximate result of Defendant's conduct, Plaintiff has suffered the following damages:

1. physical pain and mental anguish in the past and future;
2. disfigurement in the past and future;
3. physical impairment in the past and future;
4. medical care expenses in the past and future; and
5. loss of earning capacity in the past and future.

PRAYER

For these reasons, Plaintiff Steve Trout asks that Defendant TXAR Professional Baseball, L.L.C. be cited to appear and answer, and that at the conclusion of this lawsuit that Plaintiff have judgment against Defendant for all actual damages outlined above, attorney's fees, prejudgment interest and post-judgment interest at the highest rate allowed by law, costs of court, and for such

court, and for such other relief, general or special, legal or equitable, to which Plaintiff may show himself to be entitled.

Respectfully submitted,

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