

CAUSE NO. _____

**JODELL PASEK, INDIVIDUALLY,
ALBIN PASEK, INDIVIDUALLY AND
AS REPRESENTATIVE OF THE
ESTATE OF ANDREW PASEK,**

Plaintiffs,

v.

**DENNIS DOSSEY, MELANIE DOSSEY,
TE CONNECTIVITY CORPORATION as
successor in interest to AREA LIGHTING
RESEARCH, CENTERPOINT ENERGY,
INC., and EDDIE ANTWINE D/B/A
ANTWINE ELECTRIC,**

Defendants.

IN THE DISTRICT COURT

HARRIS COUNTY, TEXAS

___ JUDICIAL DISTRICT

PLAINTIFFS' ORIGINAL PETITION AND REQUEST FOR DISCLOSURE

COMES NOW, Plaintiffs, Jodell Pasek and Albin Pasek, each individually and as representatives of the estate of Andrew Pasek ("Plaintiffs"), and file this Original Petition and Request for Disclosure complaining of Defendants, Dennis Dossey, Melanie Dossey (The "Dosseys"), TE Connectivity Corporation (as successor in interest to Area Lighting Research), CenterPoint Energy, Inc., and Eddie Antwine d/b/a Antwine Electric (collectively as "Defendants"), and in support would show the following:

I. DISCOVERY

1.1 Plaintiffs intend that discovery be conducted under Level 3 and request that the Court issue a discovery control plan pursuant to Rule 190.4.

II. PARTIES

2.1 Plaintiff Jodell Pasek is a resident of Harris County, Texas and the natural mother of Andrew Pasek.

2.2 Plaintiff Albin Pasek is a resident of Harris County, Texas and the natural father of Andrew Pasek

2.3 Plaintiffs, identified above, bring this action as beneficiaries entitled to recover under the Texas Wrongful Death Statute, TEX. CIV. PRAC. & REM. CODE ANN. § 71.001, *et seq.*, and the Texas Survival Statute, TEX. CIV. PRAC. & REM. CODE ANN. § 71.021, and all other applicable laws.

2.4 Defendant Dennis Dossey is an individual domiciled in the State of Texas. Defendant Dennis Dossey may be served with process at his principal abode located at 180 Golf Drive, Holly Lake Ranch, Texas 75765.

2.5 Defendant Melanie Dossey is an individual domiciled in the State of Texas. Defendant Melanie Dossey may be served with process at her principal abode located at 180 Golf Drive, Holly Lake Ranch, Texas 75765.

2.6 Defendant TE Connectivity Corporation, as successor in interest to Area Lighting Research, is a foreign for-profit corporation doing business in Texas and may be served with process through its registered agent, Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company, 211 E. 7th Street, Suite 620, Austin, Texas 78701.

2.7 Plaintiffs specifically invoke the right to institute this suit against whatever entity was conducting business using the assumed or common name of “TE Connectivity Corporation” with regard to the events described in this Petition. Plaintiffs expressly invoke their right under Rule 28 of the Texas Rules of Civil Procedure to have the true name of this party substituted at a later time upon the motion of any party or of the Court.

2.8 Defendant CenterPoint Energy, Inc., is a domestic for-profit corporation and may be served with process through its registered agent, 1999 Bryan St., Suite 900, Dallas, Texas

75201-3136.

2.9 Plaintiffs specifically invoke the right to institute this suit against whatever entity was conducting business using the assumed or common name of “CenterPoint Energy, Inc.” with regard to the events described in this Petition. Plaintiffs expressly invoke their right under Rule 28 of the Texas Rules of Civil Procedure to have the true name of this party substituted at a later time upon the motion of any party or of the Court.

2.10 Defendant Eddie Antwine d/b/a Antwine Electric is an individual domiciled in the State of Texas. Defendant Eddie Antwine d/b/a Antwine Electric may be served with process at 7506 Ley Rd., Houston, Texas 77028-2436, or wherever he may found.

2.11 Plaintiffs specifically invoke the right to institute this suit against whatever entity was conducting business using the assumed or common name of “Antwine Electric” with regard to the events described in this Petition. Plaintiffs expressly invoke their right under Rule 28 of the Texas Rules of Civil Procedure to have the true name of this party substituted at a later time upon the motion of any party or of the Court.

III. JURISDICTION AND VENUE

3.1 This Court has subject-matter jurisdiction over this case under both its general and specific jurisdiction as conferred by the Texas Constitution, because the amount in controversy is within the Court’s jurisdictional limits, and because no other court has exclusive jurisdiction over this case. Further, Defendants either do business or are domiciled in the State of Texas. Plaintiffs state that they seek monetary relief over \$1,000,000.00.

3.2 Venue is proper in Harris County, Texas pursuant to Texas Civil Practices and Remedies Code section 15.002, because all or a substantial part of the events giving rise to the claims occurred in Harris County, Texas.

IV. FACTS

4.1 This is a case involving premises liability, products liability and negligence. On and/or around August 29, 2017, Andrew Pasek was assisting in the rescue of an animal during Hurricane Harvey. During which time, The Dosseys had not secured their property, including, but not limited to, the electricity in the area.

4.2 Furthermore, CenterPoint Energy, Inc. failed to shut off the power to the premises while it was severely flooded. Hurricane Harvey had caused serious, well-known and widespread flooding in the relevant area. Despite its knowledge of the flooding and its duty to shut off power to the relevant area, CenterPoint Energy, Inc. failed to shut off the power. Furthermore, Chapter 25 of the Texas Public Utility Code required CenterPoint Energy, Inc. to implement and follow reasonable provisions to manage emergencies, including a hurricane plan that would prevent the public from unnecessary danger from electrocution. CenterPoint Energy, Inc. failed to implement and follow reasonable provisions and policies related to emergency situations. Moreover CenterPoint Energy, Inc. failed to issue reasonable instructions to its employees covering procedures to be followed in the event of an emergency, as required by the Texas Public Utility Code. As a result, Andrew Pasek was electrocuted and sadly perished as a result of the electrocution.

4.3 Moreover, on information and belief, Andrew Pasek was electrocuted by currents emanating from electrical equipment installed on the premises by Defendant Eddie Antwine d/b/a Antwine Electric. The electrical equipment and/or wiring were not properly installed, contributing to the cause of Pasek's electrocution. The electrical equipment and/or wiring, were connected to an outdoor light fixture that malfunctioned during the relevant time, causing electrical currents to enter into the water surrounding the premises. Some of the components of

the malfunctioning light fixture, including the light sensor, were designed and/or manufactured by Defendant TE Connectivity Corporation. The light fixture and its components malfunctioned causing Andrew Pasek's electrocution.

V. CAUSES OF ACTION

A. NEGLIGENCE – THE DOSSEYS

5.1 Plaintiffs incorporate the preceding paragraphs of this Petition.

5.2 The Dosseys owed Plaintiffs a duty to exercise reasonable care under the circumstances by ensuring the safe upkeep and maintenance of the property. Defendants further owed Plaintiffs a duty to exercise reasonable care by ensuring that the premises was free from any electrical circuit malfunctions, or dangerous conditions. The Dosseys breached these duties and their breach was the proximate cause of Plaintiffs' damages.

B. NEGLIGENCE – CENTERPOINT ENERGY

5.3 CenterPoint Energy, Inc. owed Plaintiffs a duty to exercise reasonable care under the circumstances by ensuring that electricity was shut off to the property during Hurricane Harvey. CenterPoint Energy, Inc. breached these duties and its breach was the proximate cause of Plaintiffs' damages. CenterPoint Energy, Inc. failed to shut off the power to the premises while it was severely flooded. Hurricane Harvey had caused serious, well-known and widespread flooding in the relevant area. Despite its knowledge of the flooding and its duty to shut off power to the relevant area, CenterPoint Energy, Inc. failed to shut off the power. Furthermore, Chapter 25 of the Texas Public Utility Code required CenterPoint Energy, Inc. to implement and follow reasonable provisions to manage emergencies, including a hurricane plan that would prevent the public from unnecessary danger from electrocution. CenterPoint Energy, Inc. failed to implement and follow reasonable provisions and policies related to emergency

situations. Moreover CenterPoint Energy, Inc. failed to issue reasonable instructions to its employees covering procedures to be followed in the event of an emergency, as required by the Texas Public Utility Code.

C. NEGLIGENCE – ANTWINE ELECTRIC

5.4 Defendant Eddie Antwine d/b/a Antwine Electric owed Plaintiffs a duty to exercise reasonable care under the circumstances by ensuring the electrical equipment was properly installed on the premises. Defendant Eddie Antwine d/b/a Antwine Electric breached these duties and his breach was the proximate cause of Plaintiffs' damages.

5.5 When viewed objectively from Defendants' standpoint at the time in question, their actions involved an extreme degree of risk considering the probability and magnitude of the potential harm to others. Defendants had actual, subjective awareness of the risk involved and proceeded with conscious indifference to the rights, safety and welfare of Plaintiffs.

D. PREMISES LIABILITY – THE DOSSEYS

5.6 Plaintiffs incorporate the preceding paragraphs of this Petition

5.7 The Dosseys were the owners and/or operators of the premises at the time of the incident that is the basis of this lawsuit. As such, The Dosseys were responsible for the safe upkeep and maintenance of the premises including any light fixtures attached to the property. Andrew Pasek was an invitee at the time of the incident that is the basis of this lawsuit. A condition on the premises posed an unreasonable risk of harm. The Dosseys knew or should have known of the condition on the premises.

5.8 The Dosseys had a duty to use ordinary care to ensure that the premises did not present a danger to Plaintiffs. This duty includes the duty to inspect and the duty to warn. The Dosseys breached the duty of ordinary care by allowing defective and dangerous equipment to

remain on the premises. The Dosseys also breached the ordinary care by failing to make sure that the equipment on their property was safe for its intended use. The Dosseys further failed to warn Plaintiffs of the danger of electric shock and electrocution. The Dosseys' breach of this duty proximately caused injury to Plaintiffs.

E. PRODUCTS LIABILITY – TE CONNECTIVITY CORPORATION

Strict Liability

5.9 Some of the subject light fixture components, including the light sensor, were designed, manufactured, marketed and placed into the stream of commerce by TE Connectivity Corporation in a defective and unreasonably dangerous condition to an extent beyond which would be contemplated by an ordinary user. The light fixture components were in substantially the same condition at the time of the incident as when they were placed in the stream of commerce.

5.10 The subject light fixture components were unreasonably dangerous by virtue of their design and/or manufacturing defects. Defendant TE Connectivity Corporation defectively designed, manufactured, and marketed the subject light fixture components, which rendered them unreasonably dangerous for their intended and foreseeable use and which was the producing and proximate cause of this incident, Plaintiffs' serious injuries, and Plaintiffs' resulting damages described herein. Plaintiffs lacked knowledge of, and could not have discovered through the exercise of reasonable care, the defective condition of the light fixture components in the manner and purpose for which it was intended. Defendant TE Connectivity Corporation, therefore is strictly liable for Plaintiffs' damages.

5.11 At the time the light fixture components were manufactured, there existed safer alternative designs that would have prevented or significantly reduced the risks of Plaintiffs'

injuries. These alternative designs were both reasonable and economically and technologically feasible at the time the subject light fixture components left Defendant TE Connectivity Corporation's control.

Strict Liability: Design Defect

5.12 The design of the subject light fixture components was defective and unreasonably dangerous because it contained a defective sensor. The sensor did not provide the correct protection against the reasonably foreseeable circumstance in which the light fixture components would come into contact with water.

5.13 TE Connectivity Corporation was consciously aware that the incorporation of a properly designed sensor would reduce or eliminate the occurrence of severe injuries caused by electrocution. Moreover, TE Connectivity Corporation made the conscious decision to forego the incorporation of these design features in an effort to reduce costs and in doing so risked Plaintiffs' safety for the sake of additional profits.

5.14 At the time the subject light fixture components left TE Connectivity Corporation's control, there were safer alternative designs, including but not limited to a safer sensor. These alternative designs were technologically and economically feasible at the time the subject light fixture components was designed and manufactured and would have prevented this incident, Plaintiffs' serious injuries, and Plaintiffs' resulting damages. Such safer alternative designs would not have materially impaired the utility of the subject light fixture components.

Strict Liability: Manufacturing Defects

5.15 At all pertinent times, TE Connectivity Corporation was engaged in the business of designing, manufacturing, marketing, selling and/or otherwise placing the light fixture components into the stream of commerce in Texas.

5.16 When the subject light fixture components left control of TE Connectivity Corporation, defects in the manufacture of the light fixture components, namely the lack of an adequately functioning sensor, rendered it defective and unreasonably dangerous in that it was prone to fail in the foreseeable course of use. In particular, the light fixture components were defectively manufactured and/or assembled by TE Connectivity Corporation. The inadequate sensor caused the injury to Plaintiffs. Plaintiffs used the light fixture components for its intended and foreseeable purpose. The defective manufacture of the light fixture components directly and proximately caused Plaintiffs' injuries and damages.

Strict Liability: Marketing Defect/Failure to Warn

5.17 TE Connectivity Corporation failed to give adequate and proper warnings and instructions regarding the dangers of the light fixture components, failure which rendered the light fixture components defective and unreasonably dangerous, and was a producing cause of the injuries to Plaintiffs. TE Connectivity Corporation failed to provide adequate warnings regarding the latent defects in the light fixture components, specifically failing to warn Plaintiffs of the inadequate sensor, which rendered the light fixture components defective and unreasonably dangerous, and was a producing cause of injuries to Plaintiffs.

Breach of Warranties

5.18 Defendant TE Connectivity Corporation sold the light fixture components that were defective and/or unfit for their purpose. The light fixture components supplied by Defendant were unfit for the ordinary purpose for which such light fixture components are used because of a defect, and this unfit condition was a proximate cause of the injuries sustained by Plaintiffs.

Negligence and Gross Negligence

5.19 Defendant TE Connectivity Corporation committed acts of omission and commission, which collectively and/or severally constituted negligence, and that negligence proximately caused Plaintiffs' injuries and damages. Defendant TE Connectivity Corporation's acts or omissions constituting negligence include, without limitation:

- a. Failing to properly design the light fixture components;
- b. Failing to properly manufacture the light fixture components;
- c. Failing to recall the light fixture components, or alternatively, to warn consumers of a known danger/defect in the light fixture components;
- d. Failing to disclose post-sale information known about the dangers or defects in the light fixture components;
- e. Concealing known dangers associated with the light fixture components;
- f. Failing to meet or exceed internal corporate guidelines; and
- g. Failure to warn.

5.20 When viewed objectively from TE Connectivity Corporation's standpoint at the time in question, its actions involved an extreme degree of risk considering the probability and magnitude of the potential harm to others. TE Connectivity Corporation had actual, subjective awareness of the risk involved and proceeded with conscious indifference to the rights, safety and welfare of Plaintiffs.

VI. TEXAS WRONGFUL DEATH AND SURVIVAL STATUTES

6.1 This action is being brought pursuant to the Texas Wrongful Death Statute, TEX. CIV. PRAC. & REM. CODE ANN. § 71.001, *et seq.*, and the Texas Survival Statute, TEX. CIV. PRAC. & REM. CODE ANN. § 71.021 *et seq.* over the death of Andrew Pasek. Pursuant to Section 71.021

et seq. of the Texas Civil Practices and Remedies Code, Plaintiffs, as Representative of the Estate of Andrew Pasek, bring this action for the damages which survive his death.

6.2 Plaintiffs also bring this action on their own behalf, for the wrongful death of their son, Andrew Pasek, pursuant to Sections 71.002 and 71.004 of the Texas Civil Practices and Remedies Code.

VII. DAMAGES

7.1 As a result of the actions of Defendants, Plaintiffs have suffered losses of, and seek damages for, amounts within the jurisdictional limits of this Court. Plaintiffs seek recovery of the following damages:

- a. Physical pain and mental anguish sustained in the past and that, in all reasonable probability, Plaintiffs will sustain in the future;
- b. Lost care, maintenance, services, and support Andrew Pasek would have provided;
- c. Lost love, companionship, comfort and society;
- d. Funeral expenses;
- e. Physical pain and mental anguish sustained by Andrew Pasek, deceased;
- f. Medical care expenses incurred in the past, and that, in all reasonable probability Plaintiffs will sustain in the future on behalf of Andrew Pasek;
- g. Any and all damages recoverable under the Texas Wrongful Death and Survival Statutes in excess of the minimum jurisdictional limits of this Court;
- h. Exemplary or punitive damages;
- i. Prejudgment and post judgment interest; and
- j. Other and further relief at law or in equity to which Intervenor may be justly entitled.

VIII. REQUEST FOR DISCLOSURE

8.1 Pursuant to Rule 194, Defendants are requested to disclose the information or material described in Rule 194.2

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that Defendants be cited to appear and answer herein as the law directs, and that upon final hearing, Plaintiffs have and do recover judgment of and from the Defendants herein pursuant to the above and foregoing allegations in such amounts as hereinabove set out and as the evidence may show proper at the time of trial; together with pre- and post-judgment interest thereon at the legal rate, costs of court, and for such other and further relief as Plaintiffs may show themselves to be justly entitled.

Respectfully submitted,

**ABRAHAM, WATKINS, NICHOLS,
SORRELS, AGOSTO & AZIZ**

/s/Muhammad S. Aziz

MUHAMMAD S. AZIZ

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