

CAUSE NO. _____

OSCAR VILLANUEVA
Plaintiff,

v.

**ASM GLOBAL, LLC, ASM GLOBAL
PARENT, INC., CACTUS JACK
RECORDS, LLC, JACQUES WEBSTER
II a/k/a TRAVIS SCOTT, HARRIS
COUNTY SPORTS & CONVENTION
CORPORATION, NRG ENERGY, INC.,
SCOREMORE LLC, SCOREMORE
HOLDINGS, LLC, SCOREMORE
MGMT, LLC, and TREY HICKS**
Defendants.

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

____ **JUDICIAL DISTRICT**

**PLAINTIFF'S ORIGINAL PETITION AND APPLICATION FOR
TEMPRORARY RESTRAINING ORDER AND TEMPORARY INJUNCTION**

COMES NOW, Oscar Villanueva (“Plaintiff”), and files this Original Petition complaining of Defendants ASM Global, LLC, ASM Global Parent, Inc., Cactus Jack Records, LLC, Jacques Webster II a/k/a Travis Scott, Harris County Sports & Convention Corporation, NRG Energy, Inc., Scoremore LLC, Scoremore Holdings, LLC, Scoremore MGMT, LLC, and Trey Hicks (collectively, “Defendants”), and in support thereof would respectfully show this Honorable Court as follows:

I.

DISCOVERY CONTROL PLAN

1. Pursuant to Rules 190.1 and 190.4 of the Texas Rules of Civil Procedure, Plaintiff intends that discovery be conducted under a Level 3 Discovery Control Plan.

II.

PARTIES

2. Plaintiff, **Oscar Villanueva**, is an individual residing in Chambers County, Texas.

3. Defendant, **ASM Global, LLC** (“ASM Global”), is a limited liability company doing business in the State of Texas. Defendant ASM Global may be served with process by serving its registered agent, Corporation Service Company, at 211 E 7th Street, Suite 620, Austin, Texas 78701, or wherever this Defendant and/or registered agent may be found.

4. Plaintiff specifically invokes the right to institute this suit against whatever entity(ies) or person(s) was conducting business using the assumed or common name of “ASM Global” with regard to the events described in this petition. Plaintiff expressly invokes his right under Texas Rule of Civil Procedure 28 to have the true name of this party substituted at a later time upon the motion of any party or of the Court.

5. Defendant, **ASM Global Parent, Inc.** (“ASM Parent”), is a for-profit corporation doing business in the State of Texas. Defendant ASM Parent may be served with process by serving its registered agent, Corporation Service Company, at 211 E 7th Street, Suite 620, Austin, Texas 78701, or wherever this Defendant and/or registered agent may be found.

6. Plaintiff specifically invokes the right to institute this suit against whatever entity(ies) or person(s) was conducting business using the assumed or common name of “ASM Global Parent” with regard to the events described in this petition. Plaintiff expressly invokes his right under Texas Rule of Civil Procedure 28 to have the true name of this party substituted at a later time upon the motion of any party or of the Court.

7. Defendant, **Cactus Jack Records, LLC** (“Cactus Jack Records”), is a Texas limited liability company doing business in this state. Defendant Cactus Jack Records may be served with process by serving its registered agent, eResidentAgent, Inc., at 823 Congress Avenue, Suite P-4, Austin, Texas 78701, or wherever this Defendant and/or registered agent may be found.

8. Plaintiff specifically invokes the right to institute this suit against whatever entity(ies) or person(s) was conducting business using the assumed or common name of “Cactus Jack Records” with regard to the events described in this petition. Plaintiff expressly invokes his right under Texas Rule of Civil Procedure 28 to have the true name of this party substituted at a later time upon the motion of any party or of the Court.

9. Defendant, **Jacques Webster II a/k/a Travis Scott** (“Travis Scott”), is an individual residing in Harris County, Texas. Defendant Travis Scott may be served with process at 12710 Tenaya Falls Drive, Cypress, Texas 77429, or wherever this Defendant may be found.

10. Defendant, **Harris County Sports & Convention Corporation** (“NRG Park”), is a for-profit corporation doing business in the State of Texas. Defendant NRG Park may be served with process by serving its registered agent, Ryan Walsh, at One NRG Park, Houston, Texas 77054, or wherever this Defendant and/or registered agent may be found.

11. Plaintiff specifically invokes the right to institute this suit against whatever entity(ies) or person(s) was conducting business using the assumed or common name of “Harris County Sports & Convention Corporation”, “NRG”, or “NRG Park” with regard to the events described in this petition. Plaintiff expressly invokes his right under Texas Rule of Civil Procedure 28 to have the true name of this party substituted at a later time upon the motion of any party or of the Court.

12. Defendant, **NRG Energy, Inc.** (“NRG”), is a for-profit corporation doing business in the State of Texas. Defendant NRG may be served with process by serving its registered agent, CT Corporation System, at 1999 Bryan Street, Suite 900, Dallas, Texas 75201, or wherever this Defendant and/or registered agent may be found.

13. Plaintiff specifically invokes the right to institute this suit against whatever entity(ies) or person(s) was conducting business using the assumed or common name of “NRG Energy”, “NRG”, or “NRG Park” with regard to the events described in this petition. Plaintiff expressly invokes his right under Texas Rule of Civil Procedure 28 to have the true name of this party substituted at a later time upon the motion of any party or of the Court.

14. Defendant, **Scoremore LLC** (“Scoremore”), is a Texas limited liability company doing business in this state. Defendant Scoremore may be served with process by serving its registered agent, Sascha Gutfreund, at 5704 W Hwy 290, Austin, Texas 78735, or wherever this Defendant and/or registered agent may be found.

15. Plaintiff specifically invokes the right to institute this suit against whatever entity(ies) or person(s) was conducting business using the assumed or common name of “Scoremore” with regard to the events described in this petition. Plaintiff expressly invokes his right under Texas Rule of Civil Procedure 28 to have the true name of this party substituted at a later time upon the motion of any party or of the Court.

16. Defendant, **Scoremore Holdings, LLC** (“Scoremore Holdings”), is a Texas limited liability company doing business in this state. Defendant Scoremore Holdings may be served with process by serving its registered agent, Corporate Creations Network, Inc., at 5444 Westheimer, #1000, Houston, Texas 77056, or wherever this Defendant and/or registered agent may be found.

17. Plaintiff specifically invokes the right to institute this suit against whatever entity(ies) or person(s) was conducting business using the assumed or common name of “Scoremore Holdings” with regard to the events described in this petition. Plaintiff expressly invokes his right under Texas Rule of Civil Procedure 28 to have the true name of this party substituted at a later time upon the motion of any party or of the Court.

18. Defendant, **Scoremore MGMT, LLC** (“Scoremore MGMT”), is a Texas limited liability company doing business in this state. Defendant Scoremore MGMT may be served with process by serving its registered agent, Sascha Gutfreund, at 5704 W Hwy 290, Austin, Texas 78735, or wherever this Defendant and/or registered agent may be found.

19. Plaintiff specifically invokes the right to institute this suit against whatever entity(ies) or person(s) was conducting business using the assumed or common name of “Scoremore MGMT” with regard to the events described in this petition. Plaintiff expressly invokes his right under Texas Rule of Civil Procedure 28 to have the true name of this party substituted at a later time upon the motion of any party or of the Court.

20. Defendant, **Trey Hicks**, is an individual residing in Travis County, Texas. Defendant Hicks may be served with process at 2602 Broken Oak Drive, Austin, Texas 78745, or wherever this Defendant may be found.

III. **MISNOMER/ALTER EGO**

21. In the event any parties are misnamed or are not included herein, it is Plaintiff’s contention that such was a “misidentification,” “misnomer,” and/or such parties are/were “alter egos” of the parties named herein. Alternatively, Plaintiff contends that any “corporate veils” should be pierced to hold such parties properly included in the interest of justice.

IV. **JURISDICTION AND VENUE**

22. The Court has jurisdiction over the subject matter of this lawsuit, and the amount in controversy is within the jurisdictional limits of the Court, as Plaintiff seeks monetary relief over \$1,000,000.00. *See* TEX. R. CIV. P. 47. Additionally, removal to federal court would be

improper as Plaintiff's claims raise no federal question, complete diversity does not exist, and/or the forum-defendant rule would preclude removal.

23. Venue is proper in Harris County, Texas pursuant to Section 15.002(a)(1) of the Texas Civil Practice and Remedies Code, as Harris County is the county in which all or a substantial part of the events or omissions giving rise to the claim occurred. Because Plaintiff has established proper venue as to one defendant, the Court has venue of all defendants in all claims or actions arising out of the same transaction, occurrence, or series of transactions or occurrences. *See* TEX. CIV. PRAC. & REM. CODE § 15.005.

V. **FACTS**

24. On or about November 5, 2021, Plaintiff attended the Astroworld Festival in Houston, Texas. The sold-out event was held at NRG Park, and over 50,000 people were in attendance to see rapper Travis Scott's performance late Friday night. As Travis Scott's performance began shortly after 9:00 p.m., the sold-out crowd surged toward the stage, and chaos ensued. Members of the densely packed crowd were crushed against each other making it difficult to breath. As the crowd pushed toward the stage, concertgoers fell to the ground, becoming unconscious and trapped amidst the panicked crowd with no way to escape.

25. The deadly surge came hours after fans rushed through an entrance earlier Friday afternoon. And it came two years after three people were trampled and hospitalized when thousands rushed into the 2019 Astroworld Festival. On the night of the incident, many concertgoers, including Plaintiff, were trampled as they attempted to perform CPR on individuals who had fallen unconscious.

26. Upon information and belief, Defendant Harris County Sports & Convention Corporation and Defendant NRG Energy, Inc. (collectively, the "NRG Defendants") owned and/or

operated NRG Park. Moreover, Defendants ASM Global, LLC and ASM Global Parent, Inc. (collectively, the “ASM Defendants”) and Defendants Scoremore LLC, Scoremore Holdings, LLC, and Scoremore MGMT, LLC (collectively, the “Scoremore Defendants”) possessed, operated, occupied, and/or controlled the property where the Astroworld Festival was held.

27. Upon information and belief, the Astroworld Festival was promoted by the ASM Defendants and the Scoremore Defendants, in conjunction with Defendant Travis Scott, the festival’s founder, and Defendant Cactus Jack Records.

28. Upon information and belief, Defendant Trey Hicks does business related to the festival under the assumed names of “Trey Hicks Public Relations”, “Trey Hicks PR” and/or “THPR.”

29. As a result of the incident, at least eight people died, and Plaintiff, as well as hundreds of other concertgoers, sustained serious injuries.

VI.
CAUSES OF ACTION–DEFENDANTS
TRAVIS SCOTT AND CACTUS JACK RECORDS

A. NEGLIGENCE

30. At the time and on the occasion in question, Defendant Travis Scott and Defendant Cactus Jack Records (collectively, “Travis Scott”) owed Plaintiff a legal duty to exercise ordinary care, meaning the degree of care that would be used by a reasonably prudent person under the same or similar circumstances. Defendant Travis Scott breached this duty by various acts of commission and/or omission, including, but not limited to, the following:

- a. Failing to provide a safe environment at the Astroworld Festival;
- b. Failing to provide adequate security at the Astroworld Festival;
- c. Failing to adequately hire security or safety personnel at the Astroworld Festival;

- d. Failing to provide adequate security or safety equipment at the Astroworld Festival;
- e. Failing to enact adequate security or safety policies and procedures;
- f. Failing to adequately hire medical personnel at the Astroworld Festival;
- g. Failing to adequately respond to recurrent medical issues at the Astroworld Festival or failing to respond at all;
- h. Failing to have and/or enforce rules related to crowd behavior/crowd control at the Astroworld Festival;
- i. Failing to comply with applicable codes, regulations, and standards regarding safety at the Astroworld Festival; and
- j. Other acts or omissions deemed negligent.

31. Such negligence, individually and/or in the aggregate, proximately caused Plaintiff's injuries and resulting damages.

B. GROSS NEGLIGENCE

32. Plaintiff alleges that all acts and/or omissions on the part of Defendant Travis Scott, individually and/or in the aggregate, constitute gross negligence and were the proximate cause of Plaintiff's injuries and resulting damages. Defendant Travis Scott's acts and/or omissions, when viewed objectively from his standpoint at the time such acts and/or omissions occurred, involved an extreme degree of risk considering the probability and magnitude of the potential harm to others. Defendant Travis Scott had actual, subjective awareness of the risk, but proceeded with conscious indifference to the rights, safety, and welfare of Plaintiff with an intentional state of mind. Such gross negligence was a proximate cause of Plaintiff's injuries and resulting damages. Therefore, Plaintiff is entitled to punitive/exemplary damages.

VII.
CAUSES OF ACTION–ASM DEFENDANTS

A. NEGLIGENCE

33. At the time and on the occasion in question, the ASM Defendants owed Plaintiff a legal duty to exercise ordinary care, meaning the degree of care that would be used by a reasonably prudent entity under the same or similar circumstances. The ASM Defendants breached this duty by various acts of commission and/or omission, including, but not limited to, the following:

- a. Failing to provide a safe environment at the Astroworld Festival;
- b. Failing to provide adequate security at the Astroworld Festival;
- c. Failing to adequately hire security or safety personnel at the Astroworld Festival;
- d. Failing to provide adequate security or safety equipment at the Astroworld Festival;
- e. Failing to enact adequate security or safety policies and procedures;
- f. Failing to adequately hire medical personnel at the Astroworld Festival;
- g. Failing to adequately respond to recurrent medical issues at the Astroworld Festival or failing to respond at all;
- h. Failing to properly supervise and/or control the environment at the Astroworld Festival;
- i. Failing to have and/or enforce rules related to crowd behavior/crowd control at the Astroworld Festival;
- j. Failing to comply with applicable codes, regulations, and standards regarding safety at the Astroworld Festival; and
- k. Other acts or omissions deemed negligent.

34. Such negligence, individually and/or in the aggregate, proximately caused Plaintiff's injuries and resulting damages.

B. GROSS NEGLIGENCE

35. Plaintiff alleges that all acts and/or omissions on the part of the ASM Defendants, individually and/or in the aggregate, constitute gross negligence and were the proximate cause of Plaintiff's injuries and resulting damages. The ASM Defendants' acts and/or omissions, when viewed objectively from its standpoint at the time such acts and/or omissions occurred, involved an extreme degree of risk considering the probability and magnitude of the potential harm to others. The ASM Defendants had actual, subjective awareness of the risk, but proceeded with conscious indifference to the rights, safety, and welfare of Plaintiff with an intentional state of mind. Such gross negligence was a proximate cause of Plaintiff's injuries and resulting damages. Therefore, Plaintiff is entitled to punitive/exemplary damages.

C. PREMISES LIABILITY

36. At the time and on the occasion in question, the ASM Defendants owed a legal duty to use ordinary care to make the property upon which the Astroworld Festival was held reasonably safe.

37. Plaintiff, along with 50,000 other concertgoers, was on the premises at the time of the incident at the express or implied invitation of Defendants, and therefore, at all material times, Plaintiff was an invitee. As such, Defendants owed Plaintiff a legal duty to use ordinary care to make the property upon which the festival was held reasonably safe.

38. Defendants possessed, operated, occupied, and/or controlled the area where Plaintiff was injured. Defendants knew, or had reason to know, of an unreasonable and foreseeable risk of harm to Plaintiff. Upon information and belief, similar crowd-surge and/or trampling incidents have previously occurred on Defendants' property, most recently at the 2019 Astroworld Festival. Thus, the risk of such injuries on Defendants' property was foreseeable.

39. Defendants breached this duty by failing to take adequate precautions to reasonably protect or warn Plaintiff and other invitees from a known, unreasonable risk of harm. The ASM Defendants failure to exercise ordinary care to make the property reasonably safe proximately caused Plaintiff's injuries and resulting damages.

VIII.
CAUSES OF ACTION—NRG DEFENDANTS

A. NEGLIGENCE

40. At the time and on the occasion in question, the NRG Defendants owed Plaintiff a legal duty to exercise ordinary care, meaning the degree of care that would be used by a reasonably prudent entity under the same or similar circumstances. The NRG Defendants breached this duty by various acts of commission and/or omission, including, but not limited to, the following:

- a. Failing to provide a safe environment at the Astroworld Festival;
- b. Failing to provide adequate security at the Astroworld Festival;
- c. Failing to adequately hire security or safety personnel at the Astroworld Festival;
- d. Failing to provide adequate security or safety equipment at the Astroworld Festival;
- e. Failing to enact adequate security or safety policies and procedures;
- f. Failing to adequately hire medical personnel at the Astroworld Festival;
- g. Failing to adequately respond to recurrent medical issues at the Astroworld Festival or failing to respond at all;
- h. Failing to have and/or enforce rules related to crowd behavior/crowd control at the Astroworld Festival;
- i. Failing to comply with applicable codes, regulations, and standards regarding safety at the Astroworld Festival; and
- j. Other acts or omissions deemed negligent.

41. Such negligence, individually and/or in the aggregate, proximately caused Plaintiff's injuries and resulting damages.

B. GROSS NEGLIGENCE

42. Plaintiff alleges that all acts and/or omissions on the part of the NRG Defendants, individually and/or in the aggregate, constitute gross negligence and were the proximate cause of Plaintiff's injuries and resulting damages. The NRG Defendants' acts and/or omissions, when viewed objectively from its standpoint at the time such acts and/or omissions occurred, involved an extreme degree of risk considering the probability and magnitude of the potential harm to others. The NRG Defendants had actual, subjective awareness of the risk, but proceeded with conscious indifference to the rights, safety, and welfare of Plaintiff with an intentional state of mind. Such gross negligence was a proximate cause of Plaintiff's injuries and resulting damages. Therefore, Plaintiff is entitled to punitive/exemplary damages.

C. PREMISES LIABILITY

43. At the time and on the occasion in question, the NRG Defendants owed a legal duty to use ordinary care to make the property upon which the Astroworld Festival was held reasonably safe.

44. Plaintiff, along with 50,000 other concertgoers, was on the premises at the time of the incident at the express or implied invitation of Defendants, and therefore, at all material times, Plaintiff was an invitee. As such, Defendants owed Plaintiff a legal duty to use ordinary care to make the property upon which the festival was held reasonably safe.

45. Defendants owned, possessed, operated, occupied, and/or controlled the area where Plaintiff was injured. Defendants knew, or had reason to know, of an unreasonable and foreseeable risk of harm to Plaintiff. Upon information and belief, similar crowd-surge and/or trampling

incidents have previously occurred on Defendants' property, most recently at the 2019 Astroworld Festival. Thus, the risk of such injuries on Defendants' property was foreseeable.

46. Defendants breached this duty by failing to take adequate precautions to reasonably protect or warn Plaintiff and other invitees from a known, unreasonable risk of harm. The NRG Defendants failure to exercise ordinary care to make the property reasonably safe proximately caused Plaintiff's injuries and resulting damages.

IX.
CAUSES OF ACTION—SCOREMORE DEFENDANTS

A. NEGLIGENCE

47. At the time and on the occasion in question, the Scoremore Defendants owed Plaintiff a legal duty to exercise ordinary care, meaning the degree of care that would be used by a reasonably prudent entity under the same or similar circumstances. The Scoremore Defendants breached this duty by various acts of commission and/or omission, including, but not limited to, the following:

- a. Failing to provide a safe environment at the Astroworld Festival;
- b. Failing to provide adequate security at the Astroworld Festival;
- c. Failing to adequately hire security or safety personnel at the Astroworld Festival;
- d. Failing to provide adequate security or safety equipment at the Astroworld Festival;
- e. Failing to enact adequate security or safety policies and procedures;
- f. Failing to adequately hire medical personnel at the Astroworld Festival;
- g. Failing to adequately respond to recurrent medical issues at the Astroworld Festival or failing to respond at all;
- h. Failing to have and/or enforce rules related to crowd behavior/crowd control at the Astroworld Festival;

- i. Failing to comply with applicable codes, regulations, and standards regarding safety at the Astroworld Festival; and
- j. Other acts or omissions deemed negligent.

48. Such negligence, individually and/or in the aggregate, proximately caused Plaintiff's injuries and resulting damages.

B. GROSS NEGLIGENCE

49. Plaintiff alleges that all acts and/or omissions on the part of the Scoremore Defendants, individually and/or in the aggregate, constitute gross negligence and were the proximate cause of Plaintiff's injuries and resulting damages. The Scoremore Defendants' acts and/or omissions, when viewed objectively from its standpoint at the time such acts and/or omissions occurred, 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, but proceeded with conscious indifference to the rights, safety, and welfare of Plaintiff with an intentional state of mind. Such gross negligence was a proximate cause of Plaintiff's injuries and resulting damages. Therefore, Plaintiff is entitled to punitive/exemplary damages.

C. PREMISES LIABILITY

50. At the time and on the occasion in question, the Scoremore Defendants owed a legal duty to use ordinary care to make the property upon which the Astroworld Festival was held reasonably safe.

51. Plaintiff, along with 50,000 other concertgoers, was on the premises at the time of the incident at the express or implied invitation of Defendants, and therefore, at all material times, Plaintiff was an invitee. As such, Defendants owed Plaintiff a legal duty to use ordinary care to make the property reasonably safe.

52. Defendants possessed, operated, occupied, and/or controlled the area where Plaintiff was injured. Defendants knew, or had reason to know, of an unreasonable and foreseeable risk of harm to Plaintiff. Upon information and belief, similar crowd-surge and/or trampling incidents have previously occurred on Defendants' property, most recently at the 2019 Astroworld Festival. Thus, the risk of such injuries on Defendants' property was foreseeable.

53. Defendants breached this duty by failing to take adequate precautions to reasonably protect or warn Plaintiff and other invitees from a known, unreasonable risk of harm. The Scoremore Defendants failure to exercise ordinary care to make the property reasonably safe proximately caused Plaintiff's injuries and resulting damages.

X.
DAMAGES

54. As a result of the incident, Plaintiff seeks compensation for the following damages:
- a. Past and future physical pain and suffering;
 - b. Past and future mental anguish;
 - c. Past and future medical expenses;
 - d. Punitive/exemplary damages;
 - e. Court costs;
 - f. Pre- and post-judgment interest; and
 - g. Any and all other damages to which Plaintiff may be justly entitled.

XI.
PRESERVATION OF EVIDENCE

55. Plaintiff hereby requests and demands that Defendants preserve and maintain all evidence pertaining to any claim or defense related to the incident made the basis of this lawsuit, or the damages resulting therefrom, including photographs; videotapes; audiotapes; records;

business or medical records; bills; estimates; invoices; checks; correspondence; memoranda; files; facsimiles; e-mails; voice mails; text messages; investigations; cellular telephone records; calendar entries; and any electronic image, data, or information related to Plaintiff, the referenced incident, or any damages resulting therefrom. Failure to maintain such items will constitute spoliation of the evidence.

XII.
TRCP 193.7

56. Pursuant to Texas Rule of Civil Procedure 193.7, Defendants are hereby put on actual notice that any documents produced in response to written discovery will be used in pretrial proceedings and at trial and will be deemed authentic unless valid objections to authenticity are made pursuant to this rule.

XIII.
APPLICATION FOR TEMPORARY RESTRAINING ORDER
AND INJUNCTIVE RELIEF

57. Based on reasonable information and belief, Defendant Travis Scott's cellular telephone is in his possession and contains material items that are pertinent to an investigation of the incident. Plaintiff needs to have the subject cellular telephone inspected and preserved as part of an investigation of the incident.

58. Therefore, Plaintiff asks that the Court enter an order restraining Defendant Travis Scott from altering, deleting, salvaging, selling, or destroying any evidence from his cellular telephone. There is not enough time to serve notice on Defendant Travis Scott and hold a hearing because, on information and belief, Defendant Travis Scott continues to use the subject cellular telephone, and thus, evidence related to the incident may be altered and/or destroyed.

59. To prevent the alteration or destruction of evidence on the subject cellular telephone, and in order for Plaintiff to properly investigate and pursue his claims, recover damages,

and see that justice is done, this Court should require Defendant Travis Scott and his agents, servants, employees, contractors, contract employees, attorneys, and those acting in concert with or in representation of Defendant to:

- a. Refrain from altering, deleting, salvaging, selling, or destroying any evidence from Defendant Travis Scott's cellular telephone; and
- b. Preserve the subject cellular telephone as well as the state and condition of all related material on the cellular telephone until such items are fully inspected and any and all relevant evidence is captured and/or preserved.

60. There is no adequate remedy at law available to Plaintiff to prevent Defendant Travis Scott from altering, salvaging, selling, or destroying any evidence from the subject cellular telephone unless this Court grants immediate relief restraining such conduct. Plaintiff would pray that this Court enter a Temporary Restraining Order preserving the status quo by restraining Defendant Travis Scott from in any way altering, salvaging, selling, or destroying any evidence from the subject cellular telephone and any other evidence related to the incident, as well as moving, removing, or altering any and all tangible evidence from the scene of the incident. Plaintiff also seeks an order preserving:

- a. Any and all photographs and videotapes of the scene of the incident or the parties or equipment involved in the incident;
- b. Any and all documents/communications regarding the scene of the incident or the parties or equipment involved in the incident;
- c. Any and all e-mails, electronic data, documents, statements, diaries, calendar entries, memos, incident reports, call records, call slips, telephone messages, text messages, facsimiles, voicemail messages, and correspondence related to the incident; and
- d. Any and all records, inspection reports, policies and procedures, actual audiotape recording, any transcript of any recorded statements, or mobile radio and dispatch records pertaining to the incident.

61. The foregoing tangible and physical evidence is relevant and reasonably necessary to determine the cause of the incident made the basis of this lawsuit, the loss of which would irreparably harm Plaintiff.

XIV.
REQUEST FOR HEARING ON TEMPORARY RESTRAINING ORDER

62. Plaintiff prays that this Court set a hearing on Plaintiff's Application for Temporary Restraining Order and subsequent injunctive relief in this matter.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that citation issue and be served upon Defendants in a form and manner prescribed by law, requiring that Defendants appear and answer, and that upon final hearing or trial hereof, the Court enter judgment in her favor for actual damages, punitive/exemplary damages, costs of court, pre- and post-judgment interest at the maximum rate allowed by law, and for such other and further relief to which Plaintiff may be justly entitled.

Respectfully submitted,

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

By: /s/ Muhammad S. Aziz

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