

II. PARTIES

Plaintiff CHRISTANA REINOSHEK is an individual who resides in Wise County, Texas. The last three digits of her Texas driver's license are 006 and the last three digits of her Social Security number are 436.

Plaintiff CHRISTANA REINOSHEK is the biological mother of MAYA ROSEMARY JAVIER, a minor child residing with Plaintiff CHRISTANA REINOSHEK in Wise County, Texas.

Plaintiff MARVIN REINOSHEK, JR. is an individual who resides in Tarrant County, Texas. The last three digits of his Texas driver's license are 368 and the last three digits of his Social Security number are 892.

Plaintiff NANCY REINOSHEK is an individual who resides in Tarrant County, Texas. The last three digits of her Texas driver's license are 428 and the last three digits of her Social Security number are 912.

Plaintiffs MARVIN REINOSHEK, JR. and NANCY REINOSHEK are the biological parents of MARVIN REINOSHEK, III, a minor child residing with Plaintiffs MARVIN REINOSHEK, JR. and NANCY REINOSHEK in Tarrant County, Texas.

Plaintiffs MARVIN REINOSHEK, JR. and NANCY REINOSHEK are the biological parents of MICHAEL REINOSHEK, a minor child residing with Plaintiffs MARVIN REINOSHEK, JR. and NANCY REINOSHEK in Tarrant County, Texas.

Plaintiffs MARVIN REINOSHEK, JR. and NANCY REINOSHEK are the biological parents of KAYLA REINOSHEK, a minor child residing with Plaintiffs MARVIN REINOSHEK, JR. and NANCY REINOSHEK in Tarrant County, Texas.

Defendant ATMOS ENERGY CORPORATION (hereinafter "ATMOS ENGERY") is a Texas corporation that maintains its principal place of business in Dallas County, Texas. It may be served with petition and citation through its registered agent, Corporation Service Company, 211 E. 7th Street, Suite 620, Austin, Texas 78701-3218.

III. VENUE AND JURISDICTION

Venue is proper in Dallas County, Texas, pursuant to §15.002 *et. seq.* of the *Texas Civil Practices & Remedies Code* as Defendant has its principal place of business in Dallas County, Texas. Furthermore, this Court has jurisdiction over this lawsuit as the amounts sought herein are within the jurisdictional limits of this Court. While the amount of damages to be awarded will be a decision made by a jury of Plaintiffs' peers, to comply with T.R.C.P. 47, as revised, Plaintiffs state that they are seeking damages pursuant to Rule 47(c)(5).

IV. BACKGROUND FACTS

On December 21, 2013, Plaintiff Marvin Reinoshek, Jr. and Nancy Reinoshek were at their home at 7916 Harwood Road, North Richland Hills, Texas (hereinafter referred to as "Reinoshek home") with their children, Marvin Reinoshek, III, Michael Reinoshek, and Kayla Reinoshek, and their niece, Maya Rosemary Javier. Maya Javier walked into the guest bathroom and when she turned on the light switch to the bathroom, there was a large explosion and fire which caused serious injuries and damages to Plaintiffs.

The magnitude of the explosion lifted the entire roof, tore out walls inside the home and shattered windows. The Reinoshek home and most of its contents were destroyed and/or damaged.

An investigation revealed the explosion and fire were caused by combustible natural gas which originated from a defective weld/fusion of an underground polyethylene pipe owned,

operated and maintained by Defendant Atmos Energy Corporation. Combustible natural gas escaped from the underground polyethylene pipe and migrated into the Reinoshek home where it exploded, causing serious injuries and damages to the Plaintiffs.

V. CAUSES OF ACTION

A. Negligence

The transportation of natural gas by pipeline has long been recognized as a hazardous activity that requires a high degree of care from the operator of the natural gas distribution system. Such operators are under a duty to use the necessary care and prudence to prevent injury. In the present case, Atmos Energy Corporation is a natural gas delivery company that owes a duty to the public, including Plaintiffs, to properly install, inspect, repair and maintain its materials, equipment and pipelines so as not to cause injury to persons or property. Atmos Energy Corporation also owes additional duties to the public, including Plaintiffs, to properly train and supervise its personnel, employees, and contractors so those individuals will take immediate and proper actions to ensure the safety of its consumers and those of the general public around them so as to avoid injury to persons or property.

Under Texas law these are non-delegable duties, the breach of which renders Atmos Energy Corporation liable to the Plaintiffs.

Atmos Energy Corporation's breach of those duties consisted of its failure to properly install, inspect, maintain, discover, repair, and replace its natural gas lines servicing the Reinoshek home and its failure to properly train and supervise its personnel, employees, and contractors to properly install, inspect, repair and replace the natural gas lines servicing the Reinoshek home.

Specifically, Defendant Atmos Energy Corporation is liable for various acts and/or omissions which include, but are not limited to the following:

- a. Failing to install a safe gas line;
- b. Failing to properly weld/fuse the polyethylene pipe servicing the Reinoshek home;
- c. Failing to properly inspect the weld/fusion of the polyethylene pipe servicing the Reinoshek home;
- d. Failing to make sufficient inspections to detect and discover leaks in the gas line before harm resulted to Plaintiffs;
- e. Failing to provide a safe gas line;
- f. Failing to properly maintain the gas line to prevent natural gas from escaping from the pipe;
- g. Operating and maintaining the gas line in a dangerous and defective condition;
- h. Failing to perform proper repair and maintenance to the gas line;
- i. Failing to provide reasonable policies and procedures for the inspecting of gas lines;
- j. Failing to timely warn Plaintiffs of a gas leak;
- k. Failing to train and properly supervise its personnel, employees and/or contractors with respect to the proper installation of polyethylene pipe, proper inspection, detection, maintenance, repair and replacement of the gas line; and
- l. Failing to properly maintain a safe area for Plaintiffs.

Each of the foregoing acts and omissions, singularly or in combination with others, constitute negligence on the part of Defendant Atmos Energy Corporation, which proximately caused Plaintiffs' serious injuries.

The pipeline involved in this incident was defective and did not comply with rules, regulations or industry standards. The character of the incident made the basis of this lawsuit is

such that it would not ordinarily occur in the absence of negligence and the pipeline and natural gas that escaped from the pipe were under the exclusive management and control of Defendant Atmos Energy Corporation. As such, Defendant Atmos Energy Corporation is liable to Plaintiffs for their serious injuries under the doctrine of *res ipsa loquitur*.

B. Negligence Per Se

Defendant Atmos Energy Corporation violated safety regulations imposed on it by the U.S. federal government and the Railroad Commission of Texas. Defendant Atmos Energy Corporation's failure to follow federal and state regulations constitutes negligence *per se* which proximately caused the Plaintiffs' damages. Defendant Atmos Energy Corporation violated the following federal regulations by:

- a. Failing to properly join the butt joint of the polyethylene pipe in violation of 49 CFR 192.281;
- b. Failing to perform the appropriate leak tests on the polyethylene pipe in violation of 49 CFR 192.513;
- c. Failing to properly design, install, construct, inspect and test the polyethylene pipe in violation of 49 CFR 192.13; and
- d. Failing to implement proper procedure for continuing surveillance to determine and take appropriate action concerning changes in class location, failures, leak history, corrosion, and any unusual operating and maintenance conditions in order to determine which portions of the Mid-Tex Division were in unsatisfactory condition and needed replacement in violation of 49 CFR 192.613

VI. DAMAGES

As a proximate cause of the negligence of Defendant, as alleged above, Plaintiff MAYA ROSEMARY JAVIER suffered severe burns and bodily injuries, or will incur in the future, the following damages:

- a. Reasonable and necessary medical care and expenses in the future;

- b. Physical pain and suffering in the past;
- c. Physical pain and suffering in the future;
- d. Mental anguish in the past;
- e. Mental anguish in the future;
- f. Physical impairment in the past;
- g. Physical impairment in the future;
- h. Physical disfigurement in the past; and
- i. Physical disfigurement in the future.

Plaintiff CHRISTANA REINOSHEK seeks recovery for these damages as described above against Defendant on behalf of MAYA ROSEMARY JAVIER, her minor child.

Additionally, Plaintiff CHRISTANA REINOSHEK has incurred reasonable and necessary medical expenses on behalf of MAYA ROSEMARY JAVIER and will continue to incur future medical expenses during MAYA ROSEMARY JAVIER's minority.

As a proximate cause of the negligence of Defendant, as alleged above, Plaintiff MARVIN REINOSHEK, JR., NANCY REINOSHEK, MARVIN REINOSHEK, III, MICHAEL REINOSHEK, and KAYLA REINOSHEK suffered physical and psychological injuries, or will incur in the future, the following damages:

- a. Reasonable and necessary medical care and expenses in the past;
- b. Reasonable and necessary medical care and expenses in the future;
- c. Physical pain and suffering in the past;
- d. Physical pain and suffering in the future;
- e. Mental anguish in the past; and
- f. Mental anguish in the future.

Plaintiffs MARVIN REINOSHEK, JR. and NANCY REINOSHEK, Individually and as Next Friends for MARVIN REINOSHEK, III, MICHAEL REINOSHEK, and KAYLA REINOSHEK seek recovery for these damages as described above against Defendant in their individual capacity and on behalf of their minor children.

Additionally, Plaintiffs MARVIN REINOSHEK, JR. and NANCY REINOSHEK have incurred reasonable and necessary medical/psychological expenses, or will incur such reasonable and necessary medical/psychological expenses in the future, on their own behalf as well as on behalf of their children, MARVIN REINOSHEK, III, MICHAEL REINOSHEK, and KAYLA REINOSHEK during their minority.

Additionally, as a proximate cause of the negligence of Defendant as alleged above, Plaintiffs MARVIN REINOSHEK, JR. and NANCY REINOSHEK suffered damage to their house and personal property that were destroyed and/or damaged following the explosion, fire, and its aftermath, including water damage due to the water used to extinguish the fire. Accordingly, Plaintiffs MARVIN REINOSHEK, JR. and NANCY REINOSHEK seek recovery for these damages as described above against Defendant.

VII. INTEREST

Plaintiffs seek to recover both pre- and post-judgment interest at the highest rates allowed by law.

VIII. REQUEST FOR JURY TRIAL

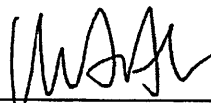
Pursuant to Rule 216, TEXAS RULES OF CIVIL PROCEDURE, Plaintiffs request a trial by jury.

IX. PRAYER

Plaintiffs pray that Defendant be cited to appear and answer herein, and that upon final determination of these causes of action, Plaintiffs receive a judgment against Defendant, awarding the Plaintiffs as follows:

- a. Actual damages alleged herein, in an amount in excess of the minimal jurisdictional limits of this Court;
- b. Pre-judgment interest as provided by law;
- c. Post-judgment interest as provided by law;
- d. Costs of court; and
- e. Such other and further relief, at law or in equity, to which Plaintiffs may show themselves to be justly entitled.

Respectfully submitted,



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