



**II.**  
**REQUEST FOR DISCLOSURE**

2. Pursuant to Rule 194 of the Texas Rules of Civil Procedure, Plaintiffs request Defendants disclose, within fifty (50) days of service of this request, the information and material described in Rule 194.2 of the Texas Rules of Civil Procedure. Plaintiffs specifically request the responding parties to produce responsive documents at the undersigned law offices within fifty (50) days of service of this request.

**III.**  
**WRONGFUL DEATH AND SURVIVAL CLAIMS**

3. Plaintiffs are entitled to bring this action under the Texas Wrongful Death Act. TEX. CIV. PRAC. & REM. CODE ANN. §71.002. Specifically, Plaintiff Josefina Garcia is the mother and living parent of the deceased, Angel Garcia. Plaintiffs Ashley Garcia and Bryan Garcia are the biological children of the deceased, Angel Garcia.

4. In addition, Plaintiffs bring this action on behalf of the Estate of Angel Garcia, deceased, under the Texas Survival Statute as statutory heirs to the estate. TEX. CIV. PRAC. & REM. CODE ANN. §71.021. Specifically, Josefina Garcia, Ashley Garcia and Bryan Garcia are the only living heirs of Angel Garcia, deceased. A legal representative has not been appointed and an administration of the estate is not pending and is not necessary. Moreover, a personal representative cannot or will not bring suit on behalf of the estate.

5. Plaintiffs are heirs entitled to the decedent's estate under the statutes of descent and distribution. TEX. PROB. CODE §38, §45. The estate of the deceased does not have two or more debts. All of the estate's debts have been paid. Furthermore, the heirs and family of the deceased have agreed on distribution of funds and assets received by the estate.

#### IV. PARTIES

6. Plaintiff, Josefina Garcia, is a resident of Irving, Dallas County, Texas.
7. Plaintiffs Orbelinda Herrera, Ashley Garcia and Bryan Garcia are a residents of Bonita Springs, Lee County, Florida.
8. Defendant J.T. Vaughn Construction, Inc. d/b/a Vaughn Construction, is a corporation organized and existing under the laws of the State of Texas with its principal place of business in Houston, Texas: Defendant may be served by serving its registered agent for service of process in Texas: J. Thomas Vaughn, 10355 Westpark Drive, Houston, Texas 77042.
9. Defendant Manhattan Construction Co., Inc., is a corporation organized and existing under the laws of the State of Oklahoma with a principal places of business in Houston, Texas. Defendant may be served process by serving its registered agent in Texas: CT Corp System, 350 N. St. Paul St., Suite 2900, Dallas, Texas 75201.
10. Defendant Manhattan | Vaughn is a Domestic Joint Venture Partnership between Defendants Vaughn Construction and Manhattan Construction organized and existing under the laws of the state of Texas. As a joint venture, Defendant may be served process by serving general partner: J. Thomas Vaughn, 10355 Westpark Drive, Houston, Texas 77042.
11. Defendant Texas Curb Cut, Inc., is a corporation organized and existing under the laws of the State if Texas with a principal places of business in Schertz, Texas. Defendant may be served process by serving its registered agent in Texas: Timothy Anger, 18975 Marbach Lane, San Antonio, Texas 78266.

12. Defendant Texas Cutting & Coring Group, Inc., is a corporation organized and existing under the laws of the State of Texas with its principal places of business in Selma, Texas. Defendant may be served process by serving its registered agent in Texas: Matthew Didier, 17 Indian Meadows, Suite B 100, Round Rock, Texas 78664.

13. Defendant Lindamood Demolition, Inc., is a corporation organized and existing under the laws of the State of Texas with its principal places of business in Irving, Texas. Defendant may be served process by serving its registered agent in Texas: Kayla Lindamood, 2002 S. Nursery, Irving, Texas 75060.

#### **V. JURISDICTION**

14. The court has jurisdiction over Defendants because they have either done business in Texas, committed a tort in Texas, and/or have had continuous contacts with Texas. In addition, the damages for which Plaintiff brings suit exceeds the minimal jurisdictional limits of the Court.

#### **VI. VENUE**

15. Venue is proper in Harris County, Texas because Defendant J.T. Vaughn Construction, LLC's principal place of business is located in Houston, Harris County, Texas. CIV. PRAC. REM. CODE § 15.002(a)(3).

#### **VII. FACTS**

16. On December 3, 2013, 28 year-old Angel Garcia sustained fatal injuries from a four-story fall while working at Kyle Field in College Station, Texas. Specifically, Garcia's injuries were caused when a section of concrete dislodged, catapulting Garcia off the edge of a fourth floor ramp where he was working.

17. Garcia was an employee of Lindamood Demolition, an entity assisting in the removal of concrete debris on the morning of December 3, 2013. The work was being done as a part of the renovation at Kyle Field, to expand seating from 82,600 to 102,500. At approximately 11:30am, Garcia was operating a Caterpillar Skid Steer Loader on the 4<sup>th</sup> floor spiral ramp in the northeast portion of Kyle Field. Garcia was using the Caterpillar's grapple bucket to catch concrete debris from the overhead work, protecting other workers from falling debris.

18. Shortly before noon, a portion of concrete larger than the Caterpillar was able to control, broke free from a column and fell into the grappling bucket. The weight caused the Caterpillar to lose control and topple off the edge. The skid steer hit a steel beam on the way down, causing it to flip repeatedly. As a result, Garcia was ejected and landed in a pile of rubble, back first, suffering massive trauma to his torso and head. Despite the severity of his injuries, Garcia remained conscious and in agonizing pain after the fall.

19. Garcia was transported by ambulance to St. Joseph Hospital emergency room in Bryan, Texas. Despite their efforts, 28 year-old Garcia succumbed to his injuries and was pronounced dead at St. Joseph Hospital. Garcia is survived by his mother, Josefina Garcia, and his two minor children, 7 year old Ashley and 6 year old Bryan.

**VIII.**  
**NEGLIGENCE**  
**VAUGHN CONSTRUCTION, MANHATTAN CONSTRUCTION CO., INC.,**  
**MANHATTAN | VAUGHN, JVP, TEXAS CURB CUT, INC. and**  
**TEXAS CUTTING & CORING GROUP, INC.**

20. Defendants Vaughn Construction, Manhattan Construction, Manhattan | Vaughn, Texas Curb Cut, Inc. and Texas Cutting & Coring Group, Inc. owed duties to Plaintiff.

Defendants breached their duties and were negligent in one or more of the following ways:

- a. Failing to provide and maintain a safe workplace;
- b. Failing to properly plan and engineer a safe demolition process;
- c. Failing to adequately coordinate the work of contractors to ensure a safe work place;
- d. Failing to adequately monitor and test the structural integrity of the concrete/structure at issue, before and after the demolition process started;
- e. Failing to test the structural integrity of the barrier on the 4<sup>th</sup> floor level where Garcia was working;
- f. Failing to provide an adequate barrier for the work that was being done in the area where Garcia was working;
- g. Failing to properly train and supervise workers, including Garcia;
- h. Failing to provide adequate fall protection to Garcia;
- i. Failing to abide by Federal OSHA regulations;
- j. Failing to provide or require the use of OSHA mandated safety equipment on the job-site;
- k. Failing to provide appropriate equipment for the job task assigned to Garcia;
- l. Failing to have adequate safety policies and procedures in place;
- m. Failing to properly warn Garcia of the dangers associated with the work he was doing;

- n. Failing to properly warn Garcia of the dangers of the work being performed by other contractors in the area; and
  - o. Failing to promulgate and enforce minimum safety standards or operational procedures.
21. Defendants' acts and omissions were a proximate cause of Plaintiffs' injuries.

**IX.**  
**GROSS NEGLIGENCE - *LINDAMOOD DEMOLITION***

22. Defendant Lindamood Demolition, as Garcia's employer, owed certain duties to Plaintiff. Defendant breached its continuous and non-delegable duty to provide a safe workplace and was grossly negligent in one or more of the following ways:

- a. Failing to provide Garcia with a safe workplace;
- b. Failing to provide adequate safety equipment and training; and
- c. Failing to ensure Garcia was assisted by adequately trained and competent laborers.

23. Defendant's conduct, when viewed from the standpoint of the actors at the time of the occurrence, involved an extreme degree of risk, considering the probability and magnitude of the potential harm to others. Furthermore, Defendant's conduct illustrates not only an attitude of conscious indifference for the rights, safety and welfare of others, but also shows Defendant's actual and subjective awareness of the dangers of such conduct.

24. Nevertheless, Defendant proceeded with a conscious indifference to the rights, safety or welfare of others, including Plaintiff. Therefore, Defendant is liable for exemplary damages to Plaintiffs under TEX. LAB. CODE §408.001.

**X.  
RESPONDEAT SUPERIOR**

25. Defendants are liable for the torts committed by their employees during the course and scope of their employment. Specifically, Defendants' employees, acting within the course and scope of their employment (and in furtherance of Defendant's business), had a general duty to exercise reasonable care in performing their work. Such employees, however, failed to exercise the requisite standard of care under the circumstances. As a result, Defendants are liable for the injuries suffered by Plaintiff.

**XI.  
WRONGFUL DEATH DAMAGES**

26. Plaintiffs request the following damages to be considered separately and individually for the purpose of determining the sum of money that will fairly and reasonably compensate the estate:

- a. Plaintiffs' pecuniary loss from the death of Angel Garcia, including loss of care, maintenance, support, services, advice, counsel and contributions of pecuniary value that they would, in all reasonable probability, have received from Angel Garcia during his lifetime;
- b. The mental anguish, grief and sorrow Plaintiffs suffered in the past and will continue to suffer in the future as a result of Angel Garcia's death;
- c. Josefina Garcia's loss of society and damage to the mother-son relationship, including the right to love, affection, solace, comfort, companionship, society, emotional support and happiness;
- d. Ashley Garcia's loss of parental consortium and damage to the father-daughter relationship, including the right to love, affection, solace, comfort, companionship, society, emotional support and happiness;
- e. Bryan Garcia's loss of parental consortium and damage to the father-son relationship, including the right to love, affection, solace, comfort, companionship, society, emotional support and happiness;

- f. Plaintiffs' loss of monetary support due to the death of Angel Garcia they would, in all reasonable probability, have received during his lifetime;
- g. Plaintiffs' loss of inheritance from Angel Garcia who, in reasonable probability, would have added to the estate had he died a natural death; and
- h. Attorneys' fees and court costs.

**XII.**  
**SURVIVAL DAMAGES TO THE ESTATE OF ANGEL GARCIA**

27. Plaintiffs respectfully request the following damages to be considered separately and individually for the purpose of determining the sum of money that will fairly and reasonably compensate the estate:

- a. The physical, conscious pain and suffering Angel Garcia suffered prior to his death as a result of her injuries sustained from Defendant;
- b. The mental anguish Angel Garcia suffered prior to his death as a result of the injuries sustained;
- c. The amount of reasonable medical expenses necessarily incurred as a result of Defendant's negligence;
- d. The disfigurement Angel Garcia suffered prior to his death as a result of the injuries sustained;
- e. The physical incapacity and impairment suffered by Angel Garcia until his death;
- f. The funeral and burial expenses incurred as a result of her death;
- g. The physical incapacity and impairment suffered by Angel Garcia until his death; and
- h. The reasonable amount of past wages from the date of Garcia's death to present and the loss of future income reasonably expected during Garcia's lifetime.

**XIII.  
EXEMPLARY DAMAGES**

28. Defendants' conduct, when viewed from the standpoint of the actors at the time of the occurrence, involved an extreme degree of risk, considering the probability and magnitude of the potential harm to others. Furthermore, Defendants' conduct illustrates not only an attitude of conscious indifference for the rights, safety and welfare of others, but also shows Defendants' actual and subjective awareness of the dangers of such conduct.

29. Nevertheless, Defendants proceeded with a conscious indifference to the rights, safety or welfare of others, including Plaintiffs. Therefore, Defendants are liable for exemplary/punitive damages.

**XIV.  
MAXIMUM MONETARY RELIEF**

30. Pursuant to TEX. R. CIV. P. 47, Plaintiffs seek damages in excess of \$1,000,000.00 and demands a judgment for all other relief to which he is entitled. The maximum amount Plaintiffs will seek is \$100,000,000.00.

**XV.  
CONDITIONS PRECEDENT**

31. All conditions precedent have been performed or have occurred as required by Texas Rule of Civil Procedure 54.

**XVI.  
JURY DEMAND**

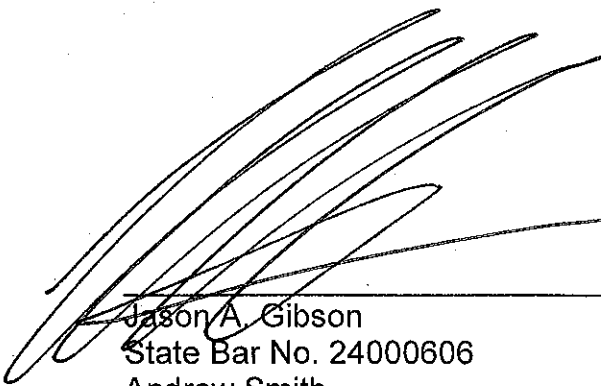
32. Plaintiffs DEMAND A TRIAL BY JURY and tender the appropriate fee.

**XVII.  
PRAYER**

33. For the above reasons, Plaintiffs pray they have judgment against Defendants, jointly and severally, together with interest on the judgment at the legal rate, pre-judgment interest, costs of court and for such other further relief, both in law and equity, to which the Plaintiffs may show themselves justly entitled.

Respectfully Submitted,

**THE GIBSON LAW FIRM**



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