

NO. CV-0085834 \_\_\_\_\_

JAMIE BLACKBURN, RON HOSS STRIMPLE, INDIVIDUALLY AND AS NEXT FRIEND OF C.S.	§ § § § § § § § § §	IN THE COUNTY COURT AT LAW    NUMBER _____  Galveston County - County Court at Law No. 2  GALVESTON COUNTY, TEXAS
VS.		
ATAIN SPECIALTY INSURANCE COMPANY, AND HAROLD'S FUN TOWN, LLC		

**PLAINTIFFS' ORIGINAL PETITION AND REQUEST FOR DISCLOSURE,  
REQUESTS FOR PRODUCTION AND INTERROGATORIES**

TO THE HONORABLE JUDGE OF SAID COURT:

Now Comes Plaintiffs, JAMIE BLACKBURN AND RON HOSS STRIMPLE, INDIVIDUALLY and AS NEXT FRIEND FOR C.S., a Minor, and file this their Original Petition, complaining of ATAIN SPECIALTY INSURANCE COMPANY (hereinafter "Defendant ATAIN INSURANCE") and HAROLD'S FUN TOWN, LLC (hereinafter "Defendant HAROLD'S FUN TOWN"), and as grounds for such petition would show the Court the following:

**I.  
PARTIES**

1. JAMIE BLACKBURN AND RON HOSS STRIMPLE, INDIVIDUALLY and AS NEXT FRIEND FOR C.S., a Minor, are the natural parents of C.S., a minor, and are residents of Galveston County, Texas.
2. ATAIN SPECIALTY INSURANCE COMPANY is an insurance company licensed to do business in the State of Texas and may be served with process by serving its agent for service, Don R. Carson, at 1250 East Copeland Road, Arlington, Texas 76011, or wherever it may be found.
3. HAROLD'S FUN TOWN, LLC is a domestic limited liability company and may be served

with citation and a copy of this petition by serving its' registered agent Harold Leblanc at 1736 Derrick Avenue, Winnie, Texas 77665 or wherever it may be found.

**II.**  
**REQUEST PURSUANT TO RULE 28**

4. To the extent that Defendant ATAIN SPECIALTY INSURANCE COMPANY or Defendant HAROLD'S FUN TOWN , LLC are conducting business pursuant to a trade name or assumed name, then suit is brought against Defendants pursuant to the terms of Rule 28 of the Texas Rules of Civil Procedure, and Plaintiffs, JAMIE BLACKBURN AND RON HOSS STRIMPLE, INDIVIDUALLY and AS NEXT FRIEND FOR C.S., a Minor, hereby demand that upon answer to this suit Defendants answer in their correct legal and assumed names.

**III.**  
**VENUE& JURISDICTION**

5. The present Court has personal jurisdiction over the parties as they are citizens of Texas or otherwise have minimum contacts with the State of Texas. The Court has subject matter jurisdiction as the amount in controversy is within the limits of the Court, and no other court has exclusive jurisdiction.

6. Venue is proper in the present forum as the Defendant Harold's Fun Town, LLC principal place of business is Galveston County, Texas, pursuant to Tex. Civ. Prac. & Rem. Code§ 15.002(a)(3). Additionally, the incident made the basis of this lawsuit occurred in Galveston County, Texas where venue is proper pursuant to Tex. Civ. Prac. & Rem. Code section 15.002(a)(2). Venue is proper as to the Defendant ATAIN SPECIALTY INSURANCE COMPANY pursuant to Tex. Civ. Prac. & Rem. Code§ 15.005 as Plaintiffs have established venue as to the Defendant HAROLD'S FUN TOWN, LLC., the court has

venue as to all defendants.

#### IV. FACTS

7. On August 10, 2019 the minor Plaintiff, C.S., was injured at the premises of the Defendant HAROLD’S FUN TOWN, LLC. The Plaintiff RON HOSS STRIMPLE was present at the water park and within the perceptual zone of danger when his son was sucked into the drain and almost drowned. A drain cover was not secured and had been removed. It was this unprotected drain that sucked the minor plaintiff into it. The Defendant ATAIN SPECIALTY INSURANCE COMPANY as the liability carrier for the Defendant HAROLD’S FUN TOWN, LLC was to inspect the premises for dangerous conditions before any permit to operate could be issued.

8. The water park was classified by the State of Texas as a Class A amusement ride. An **amusement ride** is defined by Texas statute as a “mechanical device that carries passengers along, around, or over a fixed or restricted course or within a defined area for the purpose of giving the passengers **amusement**, pleasure, or excitement.” Tex. Occ. Code 2151.002(1).

9. When the minor plaintiff entered the amusement park, he became an invitee or patrons to whom the Defendant HAROLD’S FUN TOWN, LLC. as the owner or operator of the park owed a duty to exercise ordinary and reasonable care for his safety and protection. This unsecured drain was a hidden or concealed defect. As the premise owner Defendant HAROLD’S FUN TOWN, LLC or its agent had a legal duty to inspect the premises for hidden or concealed defects. See *Abutahoun v. Dow Chemical Co.*, 463 S.W.3d 42, 52 (Tex. 2015) and *Gen. Elec. Co. V. Moritz*, 257 S.W.3d 211, 214-15 (Tex. 2008).

10. To operate as an amusement park Defendant HAROLD'S FUN TOWN, LLC. was required to have a permit. To obtain a permit a certificate of inspection or reinspection was required by the Amusement Ride Safety Inspection and Insurance Act and 28 Texas Administrative Code sections 5.9004 to 5.9014. In addition, daily inspections were required. This inspection certificate was to be signed by the insurance carrier insuring the premises which in this instance was the Defendant ATAIN SPECIALTY INSURANCE COMPANY who had a duty to inspect for dangerous conditions and cure such defects before issuing a policy of insurance as a predicate to obtain a permit to operate.. Although a policy of insurance had been issued to the Defendant HAROLD'S FUN TOWN, LLC., there was no permit in force at the time.

11. The Defendants acting by or through their agents or employees were negligent in their inspections of the premises and allowing an unreasonably dangerous condition to exist on the premises which was negligence and a proximate cause of the injuries and substantial damages of the Plaintiffs.

**V.  
NEGLIGENCE OF DEFENDANT HAROLD'S FUN TOWN, LLC**

12. The negligence of the Defendant, HAROLD'S FUN TOWN, LLC., acting by and through its agents and employees, was proximate cause of the substantial injuries and damages of the plaintiffs including but not limited to the following:

- a. In creating a dangerous condition;
- b. In allowing a drain to be unsecured;
- c. In failing to inspect the premises for defects such as the unsecured drain;
- d. In failing to secure the drain;
- e. In failing to warn that the drain was unsecured and

f. In operating without a permit.

13. All the above acts of negligence, singularly and collectively, were a proximate cause of the accident and substantial damages and injuries sustained by Plaintiffs.

## **VI.**

### **NEGLIGENCE OF DEFENDANT ATAIN SPECIALTY INSURANCE COMPANY**

14. The negligence of the Defendant, ATAIN SPECIALTY INSURANCE COMPANY, acting by and through its agents and employees, was proximate cause of the substantial injuries and damages of the plaintiffs including but not limited to the following:

- a. In allowing a drain to be unsecured;
- b. In failing to inspect the premises for defects such as the unsecured drain;
- c. In failing to secure the drain;
- d. In failing to warn that the drain was unsecured;
- e. In issuing a policy of insurance to allow the Defendant Harold's Fun Town, LLC to operate without performing an inspection; and
- f. In failing to comply with the rules and regulations of the Texas Department of Insurance and specifically Texas Occupations Code, Chapter 2151, Amusement Ride and Safety Inspection Act and 28 Texas Administrative Code sections 5.9004 -5.9014 as it relates to inspections of amusement parks.

15. All the above acts of negligence, singularly and collectively, were a proximate cause of the accident and substantial damages and injuries sustained by Plaintiffs.

## **VII.**

### **GENERAL DAMAGES OF PLAINTIFF C.S., a Minor**

16. At the time of the accident made the basis of this suit, Plaintiff C.S. was fourteen years of age and had a life expectancy of 64.9 years according to Vital Statistics of the United States, 2017, Life Tables.

17. As a direct and proximate result of Defendants' negligence, Plaintiff C.S. has sustained mental and physical pain and suffering, mental anguish, physical impairment, loss of household services, loss of capacity to perform household services, lost wages in the past and loss of earning capacity in the future, all of which are, in reasonably probability, permanent.

18. From the date of the accident in question until the time of trial of this case, the elements of damages to be considered separately and individually for the purpose of determining the sum of money that will fairly and reasonably compensate Plaintiff C.S. for each element are as follows:

- 1) Loss of wages;
- 2) The physical pain Plaintiff C.S. has suffered from the date of the accident in question up to the time of trial;
- 3) The mental anguish Plaintiff C.S. has suffered from the date of the accident in question up to the time of trial;
- 4) The damages resulting from the physical impairment suffered by Plaintiff C.S. and the resulting inability to do those tasks and services he ordinarily would have been able to perform; and
- 5) The disfigurement Plaintiff C.S. has suffered from the date of the accident in question up to the time of trial.

19. The elements of damages Plaintiff C.S., a Minor, will sustain in the future beyond the time of trial, include the following elements shown by a preponderance of the evidence upon trial of this case:

- 1) Loss of wage capacity
- 2) The physical pain Plaintiff C.S. will suffer in the future beyond the time of trial;
- 3) The mental anguish Plaintiff C.S. will suffer in the future

beyond the time of trial;

4) The damages resulting from the physical impairment Plaintiff C.S. will continue to suffer in the future and the resulting inability to do those tasks and perform those services he ordinarily would have been able to perform in the future beyond the time of trial; and

5) The disfigurement which Plaintiff C.S. will suffer in the future beyond the time of trial.

20. As described in all the above and foregoing, Plaintiff C.S. has been damaged and will be damaged in an amount within the jurisdictional limits of this Court.

**VIII.  
MEDICAL DAMAGES OF PLAINTIFF C.S., a Minor**

21. Further, as a direct and proximate result of Defendants' negligence, it was necessary for Plaintiff C.S. to secure medical and hospital services, including drugs and other medication, and it is reasonably probable he will require additional medical, hospital and drug services in the future. Therefore, Plaintiff C.S. now sues for an additional sum within the jurisdictional limits of this Court for past and future medical, doctor, rehabilitation, and hospital and drug services.

**IX.  
DAMAGES OF PLAINTIFF - JAMIE BLACKBURN AND RON HOSS STRIMPLE**

22. By reason of the aforesaid negligence of the Defendants, JAMIE BLACKBURN AND RON HOSS STRIMPLE, Individually and as Next Friend of C.S. have suffered damages, including:

- i. Reasonable and necessary costs of medical care in the past for minor Plaintiff, C.S.;

- ii. Reasonable and necessary costs of medical care in the future for C.S.
- iii. Mental anguish damages for RON HOSS STRIMPLE having been in the perceptual zone of danger of the event and participating in rescuing his son for both past and into the future.

23. By reason of the aforesaid negligence of the Defendants, Plaintiffs, JAMIE BLACKBURN AND RON HOSS STRIMPLE as parents Individually and as Next Friend of C.S. have been damaged in an amount within the jurisdictional limits of this Court.

**X.  
GROSS NEGLIGENCE CLAIM**

24. The Plaintiffs will prove by clear and convincing evidence that the conduct of the Defendant Atain Specialty Insurance Company resulted from a willful act or omission or gross negligence. When viewed objectively from the standpoint of the Defendant Atain Specialty Insurance Company acting by and through its agents or employees at the time of the injuries to C.S., the evidence will show their conduct involved an extreme degree of risk, considering the probability and magnitude of the potential harm to the minor Plaintiff and others similarly situated and of which the Defendant Atain Specialty Insurance Company, acting by and through its agents or employees had actual, subjective awareness of the risks involved but nevertheless proceeded with conscious indifference to the rights, safety or welfare of the men working in this area. Each of the foregoing acts of negligence was more than momentary thoughtlessness but was gross negligence in that it showed such an entire want of care for its employees, all of which was a proximate cause of your Plaintiffs' resulting serious injuries and extensive damages.

**XI.  
EXEMPLARY/PUNITIVE DAMAGES**

25. Plaintiffs believe that exemplary damages should be awarded as a penalty or by way of punishment in an appropriate amount to make the Defendant Atain Specialty Insurance Company appreciate the gravity of its actions in a sum sufficient to motivate the Defendant Atain Specialty Insurance Company, to be mindful that the community is unwilling to accept such a human sacrifice.

26. Plaintiffs believe it will take punitive damages in an appropriate amount to effectively convey this overdue message to the Defendant Atain Specialty Insurance Company who has it within its power to control this needless exposure to dangerous conditions. As a result of the gross negligence of Defendant, a sum of money should be assessed against Defendant Atain Specialty Insurance Company as allowed by law and awarded to Plaintiffs as exemplary damages for the injuries to Plaintiffs. Exemplary damages should be awarded as a penalty against, or by way of punishing, Defendant Atain Specialty Insurance Company, taking into consideration:

- 1) The nature of the wrong;
- 2) The character of the conduct involved;
- 3) The degree of culpability of the wrongdoer(s);
- 4) The situation and sensibilities of the parties involved;
- 5) The extent to which such conduct offends a public sense of justice and propriety; and
- 6) The net worth of Defendant Atain Specialty Insurance Company

Accordingly, Plaintiffs pray for a judgment against the Defendant Atain Specialty Insurance Company for punitive or exemplary damages.

**XII.**  
**T.R.C.P. 47(c)**

27. Pursuant to T.R.C.P. 47(c), Plaintiffs JAMIE BLACKBURN AND RON HOSS STRIMPLE, INDIVIDUALLY and AS NEXT FRIEND FOR C.S., a Minor, here now seek monetary relief over \$1,000,000.00.

**XIII.**  
**MISCELLANEOUS**

28. Plaintiffs JAMIE BLACKBURN AND RON HOSS STRIMPLE, INDIVIDUALLY and AS NEXT FRIEND FOR C.S., A MINOR reserve the right to amend and plead further as necessary and as additional facts are uncovered.

**XIV.**  
**REQUEST FOR DISCLOSURE**

29. Under Texas Rule of Civil Procedure 194, Plaintiffs JAMIE BLACKBURN AND RON HOSS STRIMPLE, INDIVIDUALLY and AS NEXT FRIEND FOR C.S., a Minor, request Defendants ATAIN SPECIALTY INSURANCE COMPANY and HAROLD'S FUN TOWN, LLC disclose, within 50 days of the service of this request, the information or material described in Rule 194.2(a) through (l).

**XV.**  
**REQUESTS FOR PRODUCTION**

30. Under Texas Rule of Civil Procedure 196, Plaintiffs request Defendants respond to the Requests for Production attached hereto within 50 days of the services of these requests.

**XVI.**  
**INTERROGATORIES**

31. Under Texas Rule of Civil Procedure 197, Plaintiffs request that Defendants respond to the Interrogatories attached hereto within 50 days of the service of these Interrogatories.

**XVII.**  
**PREJUDGMENT INTEREST**

32. In addition to the above and foregoing allegations, Plaintiffs, JAMIE BLACKBURN AND RON HOSS STRIMPLE, INDIVIDUALLY and AS NEXT FRIEND FOR C.S., a Minor further plead that they are entitled to prejudgment interest.

**Prayer**

WHEREFORE, PREMISES CONSIDERED, Plaintiffs JAMIE BLACKBURN AND RON HOSS STRIMPLE, INDIVIDUALLY and AS NEXT FRIEND FOR C.S., a Minor, pray that the Defendants ATAIN SPECIALTY INSURANCE COMPANY and HAROLD'S FUN TOWN, LLC answer herein as the law directs, and that upon final hearing hereof, Plaintiffs JAMIE BLACKBURN AND RON HOSS STRIMPLE, INDIVIDUALLY and AS NEXT FRIEND FOR C.S., a Minor, have and recover judgment of and from the Defendants ATAIN SPECIALTY INSURANCE COMPANY and HAROLD'S FUN TOWN, LLC for their damages as alleged in an amount within the minimum jurisdiction limits of this Court together with punitive or exemplary damages and prejudgment interest thereon at the legal rate, costs of court, and for such other and further relief, general and special, at law in equity, to which Plaintiffs JAMIE BLACKBURN AND RON HOSS STRIMPLE, INDIVIDUALLY and AS NEXT FRIEND FOR C.S., a Minor, may show to be justly entitled to receive.

Respectfully submitted,

**THE LAW FIRM OF ALTON C. TODD, P.C.**

By: /s/ Alton C. Todd  
Alton C. Todd  
SBOT 20092000  
Seth Mitchell Park  
SBOT 24102325

312 S. Friendswood Drive  
Friendswood, Texas 77546  
Telephone: 281-992-8633  
Facsimile: 281-648-8633  
alton@actlaw.com  
seth@actlaw.com

**ATTORNEYS FOR PLAINTIFFS**

NO. \_\_\_\_\_

JAMIE BLACKBURN,  
RON HOSS STRIMPLE,  
INDIVIDUALLY AND AS  
NEXT FRIEND OF C.S., a Minor,

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IN COUNTY COURT AT LAW

NUMBER \_\_\_\_\_

VS.

ATAIN SPECIALTY INSURANCE  
COMPANY AND  
HAROLD'S FUN TOWN, LLC

GALVESTON COUNTY, TEXAS

PLAINTIFFS' REQUESTS FOR PRODUCTION TO  
DEFENDANT ATAIN SPECIALTY INSURANCE COMPANY

TO: Defendant, Atain Specialty Insurance Company as served with Plaintiffs' Original Petition.

Pursuant to the Texas Rules of Civil Procedure, Plaintiffs serve this First Requests for Production of Documents upon Defendant, Atain Specialty Insurance Company. As required by the Texas Rules of Civil Procedure, Defendant must produce all requested documents for inspection and copying **as they are kept in the usual course of business and shall organize and label them to correspond with the categories in the request.** The documents must be produced within 30 days of service of this request.

Defendant shall comply with these requests except to the extent that timely objections shall be made in writing to particular items or categories of items, stating specific reasons why such discovery should not be allowed.

Take note that Defendant have a continuing obligation to supplement their answers to these Requests as information is acquired by Defendant or Defendant's agents, attorneys, or representatives.

Also take note that, pursuant to Texas Rules of Civil Procedure 193.7, this Request for Production will further serve as actual notice that Plaintiffs intends to use produced documents

against Defendant in pretrial proceedings and at trial. Accordingly, your production of a document(s) in response to this Request for Production authenticates the document(s) for use against you in any pretrial proceeding or at trial unless you object to the authenticity of any produced document(s) within the time limits as particularly set out in Texas Rules of Civil Procedure 193.7.

### **INSTRUCTIONS**

1. Answer each request for documents separately by listing the documents and by describing them as defined below. If documents are numbered for production, in each response provide both the information that identifies the document and the document's number.
2. For each document or other requested information that defendant asserts is privileged or is not discoverable, identify that document or other requested information. State the specific grounds for the claim of privilege or other ground for exclusion.
3. For each document defendant claims is not discoverable, state the information required by the definition of "documents" below, and in addition state (a) the author's job title and address; (b) the recipient's job title and address; (c) the name and job title of all persons to whom it was circulated or who saw it; (d) the name, job title, and address of the person now in possession of the document; and (e) the document's present location.
4. For a document that no longer exists or that cannot be located, identify the document, state how and when it passed out of existence, or when it could no longer be located, and the reasons for the disappearance. Also, identify each person having knowledge about the disposition or loss of the document, and identify any other document evidencing the lost document's existence or any facts about the lost document.
5. All information stored in any computer or other electronic means is included in this request. You are to make a hard copy or furnish a computer diskette/flashdrive with all information stored on computer pertaining to the individual request.

### **DEFINITIONS**

The following definitions shall have the following meanings, unless the context requires otherwise:

#### II. DEFINITIONS OF TERMS USED HEREIN

- A. Defendant: As used herein, the term "Defendant," "you," or "your" means Atain Specialty Insurance Company.

B. Plaintiff: As used herein, the term “Plaintiff” means minor Plaintiff C.S. unless specifically identified as Plaintiff Jamie Blackburn or Ron Hoss Strimple; the term Plaintiffs shall mean minor Plaintiff C.S., Jamie Blackburn and Ron Hoss Strimple.

C. Accident, Incident, Accident in Question or Incident in Question: Unless otherwise defined in a specific request, the term “accident”, “incident”, “accident in question,” or “incident in question” as used herein, means the accident occurring on or about August 10, 2019 and described in Plaintiffs’ Original Petition or any amendments or supplements thereto.

D. Accident Files and Records: The term “Accident Files and Records”, as used herein, is intended to have broad reference to all forms of recorded information, including writings and recordings as defined in Rule 1001, Texas Rules of Evidence, and includes written or recorded statements, reports, memorandums, correspondence, maps, diagrams, pictures, blueprints, plats, and other related objects and documents inclusive of any documents, letters to or from or records and reports required from the Defendant by other organizations, and/or state governmental agencies.

Respectfully submitted,

**THE LAW FIRM OF ALTON C. TODD**

By: /s/ Alton C. Todd

Alton C. Todd  
State Bar No. 20092000  
312 S. Friendswood Drive  
Friendswood, Texas 77546  
Telephone: (281) 992-8633  
Facsimile: (281) 648-8633  
[alton@actlaw.com](mailto:alton@actlaw.com)

ATTORNEY FOR PLAINTIFF

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing was served to Defendant attached to Plaintiffs’ Original Petition at the time service was perfected.

/s/ Alton C. Todd  
Alton C. Todd

PLAINTIFFS' FIRST REQUESTS FOR PRODUCTION TO  
DEFENDANT ATAIN SPECIALTY INSURANCE COMPANY

1. All applications for insurance covering Harold's Fun Town, LLC. for the period of August 10, 2019.

RESPONSE:

2. All insurance policies whether primary, umbrellas or excess where Harold's Fun Town, LLC is the named insured.

RESPONSE:

3. All certificates of compliance with Texas Administrative Code, Title 28, Insurance, Part 1 Texas Department of Insurance, Chapter 5 Property Casualty and Insurance, Subchapter J Rules to Implement the Amusement Ride Safety Inspection and Insurance Act, section 5.9004 Amusement Ride Operation Requirements from 2010 to the present.

RESPONSE:

4. All documents setting forth the qualifications of all persons you employed or contracted to perform inspections of Harold's Fun Town, LLC pursuant to Texas Administrative Code, Title 28, Insurance , Part 1 Texas Department of Insurance, Chapter 5 Property Casualty and Insurance , Subchapter J Rules to Implement the Amusement Ride Safety Inspection and Insurance Act, section 5.9005. Personnel Conducting Safety Inspections of Amusement Rides and Devices from 2010 to the present.

RESPONSE:

5. All notices from the Texas Department of Insurance of noncompliance of Harold's Fun Town, LLC pursuant to Texas Administrative Code, Title 28, Insurance, Part 1 Texas Department of Insurance, Chapter 5 Property Casualty and Insurance , Subchapter J Rules to Implement the Amusement Ride Safety Inspection and Insurance Act, section 5.90010. Confirmation of Required Insurance and Inspection Certificate; Rule Construction from 2010 to the present.

RESPONSE:

6. All Permits for the operation of Harold's Fun Town, LLC from 2010 to the present.

RESPONSE:

7. All inspections of the premises of Harold Fun Town, LLC from 2010 to the present.

RESPONSE:

8. All Amusement Ride Certificate of Inspection/Reinspection Texas Department of Insurance (AR Form -100) Form PC 321 from 2010 to the present.

RESPONSE:

9. All Texas Amusement Ride Inspection and Insurance Act Daily Inspection Record (AR Form -300) Texas Department of Insurance Form PC 322 from 2010 to the present.

RESPONSE:

10. All Quarterly Injury Report Amusement Ride Safety Inspection and Insurance Act (AR Form -800) Texas Department of Insurance Form PC 324 from 2010 to the present.

RESPONSE:

11. All Quarterly Government Action Report Amusement Ride Safety Inspection and Insurance Act (AR Form -801) Texas Department of Insurance Form PC 325 from 2010 to the present.

RESPONSE:

12. All documents for the design plans and specifications for the construction of Harold's Fun Town, LLC.

RESPONSE:

13. All documents for the maintenance of Harold's Fun Town, LLC from June 2015 to the present.

RESPONSE:

14. All inspections of the drain where the event made the basis of this suit occurred from 2010 to the present.

RESPONSE:

15. All maintenance records of the drain where the event made the basis of this suit occurred from 2010 to the present.

RESPONSE:

16. All repairs or work performed or work orders on the drain where the event made the basis of this suit occurred from 2010 to the present.

RESPONSE:

17. All documents recommending that the drain be secured of the drain where the event made the basis of this suit occurred from 2010 to the present.

RESPONSE:

18. All documents recommending that any drain at Harold's Fun Town, LLC. be secured from 2010 to the present.

RESPONSE:

19. All policies and procedures for inspecting an amusement ride insured for the issuance of a policy of insurance that were in effect from 2010 to the present.

RESPONSE:

20. All inspections performed on Harold's Fun Town, LLC.

RESPONSE:

21. All deficiency or need for repair reports to Harold's Fun Town, LLC from 2010 to the present.

RESPONSE:

NO. \_\_\_\_\_

JAMIE BLACKBURN,  
RON HOSS STRIMPLE,  
INDIVIDUALLY AND AS  
NEXT FRIEND OF C.S., a Minor,

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IN COUNTY COURT AT LAW

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COMPANY AND  
HAROLD’S FUN TOWN, LLC

GALVESTON COUNTY, TEXAS

PLAINTIFFS’ REQUESTS FOR PRODUCTION TO  
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TO: Defendant, Harold’s Fun Town, LLC., served with Plaintiffs’ Original Petition.

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Defendant shall comply with these requests except to the extent that timely objections shall be made in writing to particular items or categories of items, stating specific reasons why such discovery should not be allowed.

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Also take note that, pursuant to Texas Rules of Civil Procedure 193.7, this Request for Production will further serve as actual notice that Plaintiffs intends to use produced documents

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3. For each document defendant claims is not discoverable, state the information required by the definition of "documents" below, and in addition state (a) the author's job title and address; (b) the recipient's job title and address; (c) the name and job title of all persons to whom it was circulated or who saw it; (d) the name, job title, and address of the person now in possession of the document; and (e) the document's present location.
4. For a document that no longer exists or that cannot be located, identify the document, state how and when it passed out of existence, or when it could no longer be located, and the reasons for the disappearance. Also, identify each person having knowledge about the disposition or loss of the document, and identify any other document evidencing the lost document's existence or any facts about the lost document.
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B. Plaintiff: As used herein, the term “Plaintiff” means minor Plaintiff C.S. unless specifically identified as Plaintiff Jamie Blackburn or Ron Hoss Strimple; the term Plaintiffs shall mean minor Plaintiff C.S., Jamie Blackburn and Ron Hoss Strimple.

C. Accident, Incident, Accident in Question or Incident in Question: Unless otherwise defined in a specific request, the term “accident”, “incident”, “accident in question,” or “incident in question” as used herein, means the accident occurring on or about August 10, 2019 and described in Plaintiffs’ Original Petition or any amendments or supplements thereto.

D. Accident Files and Records: The term “Accident Files and Records”, as used herein, is intended to have broad reference to all forms of recorded information, including writings and recordings as defined in Rule 1001, Texas Rules of Evidence, and includes written or recorded statements, reports, memorandums, correspondence, maps, diagrams, pictures, blueprints, plats, and other related objects and documents inclusive of any documents, letters to or from or records and reports required from the Defendant by other organizations, and/or state governmental agencies.

Respectfully submitted,

**THE LAW FIRM OF ALTON C. TODD**

By: /s/ Alton C. Todd  
Alton C. Todd  
State Bar No. 20092000  
312 S. Friendswood Drive  
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Telephone: (281) 992-8633  
Facsimile: (281) 648-8633  
[alton@actlaw.com](mailto:alton@actlaw.com)

ATTORNEY FOR PLAINTIFF

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing was served to Defendant attached to Plaintiffs’ Original Petition at the time service was perfected.

/s/ Alton C. Todd  
Alton C. Todd

PLAINTIFFS' FIRST REQUESTS FOR PRODUCTION TO  
DEFENDANT HAROLD'S FUN TOWN, LLC.

1. All applications for insurance covering the period of August 10, 2019.

RESPONSE:

2. All insurance policies whether primary, umbrellas or excess where Harold's Fun Town, LLC is the named insured.

RESPONSE:

3. All certificates of compliance with Texas Administrative Code, Title 28, Insurance, Part 1 Texas Department of Insurance, Chapter 5 Property Casualty and Insurance, Subchapter J Rules to Implement the Amusement Ride Safety Inspection and Insurance Act, section 5.9004. Amusement Ride Operation Requirements from 2010 to the present.

RESPONSE:

4. All affidavits of Harold's Fun Town, LLC pursuant to Texas Administrative Code, Title 28, Insurance, Part 1 Texas Department of Insurance, Chapter 5 Property Casualty and Insurance, Subchapter J Rules to Implement the Amusement Ride Safety Inspection and Insurance Act, section 5.9008. Public Information Sign from 2010 to the present.

RESPONSE:

5. All public information signs of Harold's Fun Town, LLC pursuant to Texas Administrative Code, Title 28, Insurance, Part 1 Texas Department of Insurance, Chapter 5 Property Casualty and Insurance, Subchapter J Rules to Implement the Amusement Ride Safety Inspection and Insurance Act, section 5.9006. Filing Affidavit from 2010 to the present.

RESPONSE:

6. All information requests from the Texas Department of Insurance for Harold's Fun Town, LLC pursuant to Texas Administrative Code, Title 28, Insurance, Part 1 Texas Department of Insurance, Chapter 5 Property Casualty and Insurance, Subchapter J Rules to Implement the Amusement Ride Safety Inspection and Insurance Act, section 5.9009. Information Request from 2010 to the present.

RESPONSE:

7. All documents showing compliance with standards of compliance of Harold's Fun Town, LLC with American Society for Testing and Materials pursuant to Texas Administrative Code, Title 28, Insurance, Part 1 Texas Department of Insurance, Chapter 5 Property Casualty and Insurance, Subchapter J Rules to Implement the Amusement Ride Safety Inspection and Insurance Act, section 5.9011. Standards of Compliance from 2010 to the present.

RESPONSE:

8. All injunctions of Harold's Fun Town, LLC pursuant to Texas Administrative Code, Title 28, Insurance, Part 1 Texas Department of Insurance, Chapter 5 Property Casualty and Insurance, Subchapter J Rules to Implement the Amusement Ride Safety Inspection and Insurance Act, section 5.9013. Injunctions from 2010 to the present.

RESPONSE:

9. All penalties or enforcement of Harold's Fun Town, LLC pursuant to Texas Administrative Code, Title 28, Insurance, Part 1 Texas Department of Insurance, Chapter 5 Property Casualty and Insurance, Subchapter J Rules to Implement the Amusement Ride Safety Inspection and Insurance Act, section 5.9014. Penalties; Enforcement from 2010 to the present.

RESPONSE:

10. All Permits for the operation of Harold's Fun Town, LLC from 2010 to the present.

RESPONSE:

11. All inspections of the premises of Harold Fun Town, LLC from 2010 to the present.

RESPONSE:

12. All Amusement Ride Certificate of Inspection/Reinspection Texas Department of Insurance (AR Form -100) Form PC 321 from 2010 to the present.

RESPONSE:

13. All Texas Amusement Ride Inspection and Insurance Act Daily Inspection Record (AR Form -300) Texas Department of Insurance Form PC 322 from 2010 to the present.

RESPONSE:

14. All Quarterly Injury Report Amusement Ride Safety Inspection and Insurance Act (AR Form -800) Texas Department of Insurance Form PC 324 from 2010 to the present.

RESPONSE:

15. All Quarterly Government Action Report Amusement Ride Safety Inspection and Insurance Act (AR Form -801) Texas Department of Insurance Form PC 325 from 2010 to the present.

RESPONSE:

16. All documents for the design plans and specifications for the construction of Harold's Fun Town, LLC.

RESPONSE:

17. All documents for the maintenance of Harold's Fun Town, LLC from June 2015 to the present.

RESPONSE:

18. All inspections of the drain where the event made the basis of this suit occurred from 2010 to the present.

RESPONSE:

19. All maintenance records of the drain where the event made the basis of this suit occurred from 2010 to the present.

RESPONSE:

20. All repairs or work performed or work orders on the drain where the event made the basis of this suit occurred from 2010 to the present.

RESPONSE:

21. All documents recommending that the drain be secured of the drain where the event made the basis of this suit occurred from 2010 to the present.

RESPONSE:

22. All documents recommending that any drain at Harold's Fun Town, LLC. be secured from 2010 to the present.

RESPONSE:

NO. \_\_\_\_\_

JAMIE BLACKBURN,  
RON HOSS STRIMPLE,  
INDIVIDUALLY AND AS  
NEXT FRIEND OF C.S., a Minor,

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IN COUNTY COURT AT LAW

NUMBER \_\_\_\_\_

VS.

ATAIN SPECIALTY INSURANCE  
COMPANY AND  
HAROLD'S FUN TOWN, LLC

GALVESTON COUNTY, TEXAS

PLAINTIFFS' FIRST SET OF INTERROGATORIES TO  
DEFENDANT HAROLD'S FUN TOWN, LLC.

TO: Defendant, Harold's Fun Town, LLC., served with Plaintiffs' Original Petition.

PLAINTIFFS request that you serve the undersigned with a written answers to these interrogatories and/or objections addressed to the matter, within thirty (30) days after service of the request, or that within a time designated by the Court as provided in the Texas Rules of Civil Procedure.

- A. These discovery requests are continuing and any information secured subsequent to the filing of your answers which would have been able to be included in the answers had it been known or available, are to be supplied by supplemental answers.
- B. These discovery requests ask for information known to you, or anyone acting on your behalf.
- C. Whenever the expression "and/or" is used in these discovery requests, the information called for should be set out both in the conjunctive and disjunctive, and whenever the information is set out in the disjunctive, it should be given separately for each and every element sought.
- D. Whenever a date, amount or other computation or figure is requested, the exact date, amount or other computation or figures is to be given, unless it is not known. In such event, the approximate date, amount, computation or figure, or the best estimate thereof, should be given, and the answer should state that such date, amount, computation or figure is such an approximation or estimate.

- E. No answer is to be left blank. If the answer to a discovery request or subparagraph of a discovery request is "none," "unknown," or "not applicable," such statement must be written in the answer. If any information called for by this discovery request is being withheld on the grounds that it is allegedly subject to an attorney-client privilege, work-product privilege or any other privilege, state with respect to such discovery the alleged grounds for the privilege, and describe the withheld material with sufficient specificity to enable counsel and, if needed, the court to evaluate the propriety of the privilege claim.
- F. With respect to each interrogatory, in addition to supplying the information requested, you are to identify all documents that are related to the subject matter of each interrogatory and your answer thereto.
- G. Unless otherwise defined in these interrogatories, the following definitions shall apply herein:

### **DEFINITIONS**

The following definitions shall have the following meanings, unless the context requires otherwise:

#### II. DEFINITIONS OF TERMS USED HEREIN

- A. **Defendant:** As used herein, the term “Defendant,” “you,” or “your” means Harold’s Fun Town, LLC.
- B. **Plaintiff:** As used herein, the term “Plaintiff” means minor Plaintiff C.S. unless specifically identified as Plaintiff Jamie Blackburn or Ron Hoss Strimple; the term Plaintiffs shall mean minor Plaintiff C.S., Jamie Blackburn and Ron Hoss Strimple.
- C. **Accident, Incident, Accident in Question or Incident in Question:** Unless otherwise defined in a specific request, the term “accident”, “incident”, “accident in question,” or “incident in question” as used herein, means the accident occurring on or about August 10, 2019 and described in Plaintiffs’ Original Petition or any amendments or supplements thereto.
- D. **Accident Files and Records:** The term “Accident Files and Records”, as used herein, is intended to have broad reference to all forms of recorded information, including writings and recordings as defined in Rule 1001, Texas Rules of Evidence, and includes written or recorded statements, reports, memorandums, correspondence, maps, diagrams, pictures, blueprints, plats, and other related objects and documents inclusive of any documents, letters to or from or records and reports required from the Defendant by other organizations, and/or state governmental agencies.

Respectfully submitted,

**THE LAW FIRM OF ALTON C. TODD**

By: /s/ Alton C. Todd

Alton C. Todd

State Bar No. 20092000

312 S. Friendswood Drive

Friendswood, Texas 77546

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Facsimile: (281) 648-8633

[alton@actlaw.com](mailto:alton@actlaw.com)

ATTORNEY FOR PLAINTIFF

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing was served to Defendant attached to Plaintiffs' Original Petition at the time service was perfected.

/s/ Alton C. Todd

Alton C. Todd

PLAINTIFFS' FIRST INTERROGATORIES TO  
DEFENDANT HAROLD'S FUN TOWN, LLC.

1. Please state your name, address, phone number and registered agent as of August 10, 2019.

RESPONSE:

2. Did you have a permit to operate as an amusement park on August 10, 2019? If no, why not and if yes, please list the name of the issuing entity.

RESPONSE:

3. Did Atain Specialty Insurance Company inspect your premises for dangerous conditions at any time prior to August 10, 2019? If so for each such inspection, please state the following:
- a. The date of each such inspection
  - b. Who performed the inspection?
  - c. Do you have a copy of the inspection report?

RESPONSE:

4. Did you depend upon Atain Specialty Insurance Company to perform inspections of your premises and advise you of any deficiencies? If no, who performed inspections of your premises including but not limited to the drain covers.

RESPONSE:

5. State the name, address and phone number of the person or entity who designed Harold's Fun Town, LLC.?

RESPONSE:

6. State the name, address and phone number of the person or entity who constructed Harold's Fun Town, LLC.?

RESPONSE:

7. State the name, address and phone number of your insurance agent that wrote the policy of liability of insurance that was in effect on August 10, 2019?

RESPONSE:

8. Were you aware that the drain covers were not secured before August 10, 2019? If so, please state when and how you became aware and who informed you.

RESPONSE:

9. Did you ever have to remove the drain covers at any time for maintenance or any other reason before August 10, 2019? If so please state, when and why?

RESPONSE: