



**PLAINTIFFS' ORIGINAL PETITION, APPLICATION FOR TEMPORARY  
INJUNCTION AND PERMANENT INJUNCTION, AND REQUEST FOR  
DISCOVERY**

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW, ABEL AND NANCY VERA, JEFFREY AND KATHY ADAMS, RONNIE BALDON, KURT BASLER, LEWEY AND DONNA BECKHAM, PAUL AND CHRISTINA BENNETT, DAVID AND NORMA BURCIAGA, JAMES CASEY, CODY AND MELISSA CLARK, FRANCISCO COLON, DEBBIE RAHBANI, WENDY CURTIS, SONYA DAVIS, LAWRENCE DEFURIA, PAMELA POTTER, BRIAN AND JENNIFER DERBY, SYLVIE DESCOURS, CECILIA DIAZ, STEVEN AND RACHEL DUERRINGER, ANTHONY DUNCAN, JOHN AND MARILYN EASTON, JOHNATHAN AND BLANCA EVANS, THOMAS FLAHERTY, MICHAEL AND JAN FRAZIER, ROGELIO GARCIA, YESENIA GONZALEZ, JOHN GIBBS, TRAVIS GRAMS, GREG AND KELLY GUY, BRADLEY HALES, JAMES AND NATALIE HUMPHREY, NILDA HYNES, DONAVON AND TRACI KRAHN, ADAM AND JENNIFER LAURIE, RICHARD AND KATHLEEN LAURIE, CARLOS LEIJA, TODD AND KERRILEE MALMGREN, GARY AND KAY MASSON, JOSHUA MCCOLLUM, MARTE MCDOWELL, BILLY MCKEE, RICHARD AND CINDY MCMAHON, RICHARD MOYER, RYAN MURPHY, KEVIN NGUYEN, MARY BROOKE NICTORA, DARYL PALMER, MONTE PENCE, JIM AND JOSEPHINE PEREZ, JENNIFER PERRY, SUSAN PETROSKI, KEITH AND HOLLY POLI, DARREN PORTER, DEBBIE WILLIAMSON, JOHN AND REBECCA PURSELL, DEAN AND PETRA RINGEISEN, AARON RIOS, NATHAN AND MERRIE RODRIGUEZ, ANDREW AND MINERVA ROMO, TIM SHEEHY, MARTHA GOMEZ, GARY STANIZESKI, PATRICK AND DEBORAH

**TERRELL, MARCUS TICER, STEPHANIE TINER, WILLIAM AND ANNE TRAPANI, WILLIAM AND CHERYL TRIMBUR, SUSAN VALDES, DANA VARISCO, and LUIS VASQUEZ** (collectively referred to as “Plaintiffs”), and file this Petition complaining of **FIGURE FOUR PARTNERS, LTD., PSWA, INC., and REBEL CONTRACTORS, INC.** (collectively referred to as “Defendants”), and for cause of action would respectfully show the following:

**DISCOVERY LEVEL DESIGNATION**

1. Plaintiffs intend to conduct discovery in accordance with Rule 190.4 of the Texas Rules of Civil Procedure, also known as "Level 3" Discovery Control Plan, and as such, requests a discovery control plan be entered herein. Plaintiffs affirmatively plead that this suit is not governed by the expedited-actions process in Rule 169 of the Texas Rules of Civil Procedure.

2. In accord with Texas Rules of Civil Procedure 47, Plaintiffs allege that this is a claim for only monetary relief in a sum over \$1,000,000.00, and a demand for judgment for all other relief to which Plaintiffs may show themselves to be entitled, including but not limited to damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees. Plaintiffs would show that The Rules of Civil Procedure require Plaintiffs to set forth such demand or claim but that Plaintiffs represent that the Jury and/or Trier of Fact are charged with such final determination and Plaintiffs do not seek to represent or assert that the Rules of Civil Procedure do not require Plaintiffs to honor in any way take away or impugn the obligations, duties and/or considerations of the Jury or Trier of Fact.

**PARTIES**

3. Plaintiffs are residents in Kingwood, Harris County, Texas.

4. Defendant **FIGURE FOUR PARTNERS, LTD.** (“Figure Four”), is a Texas company and may be served with process by and through its registered agent, PSWA, Inc. at 9000 Gulf Freeway, Houston, Texas 77017.

5. Defendant, **PSWA, INC.** (“PSWA”), is a Texas Corporation doing business in Harris County, Texas and may be served with process by and through its registered agent, Michael C. Brisch, at 9000 Gulf Freeway, 3<sup>rd</sup> Floor, Houston, Texas 77017.

6. Defendant, **REBEL CONTRACTORS, INC.** (“Rebel”), is a Texas Corporation doing business in Harris County, Texas and may be served with process by and through its registered agent, George Lowry, at 17942 IH 45N, Willis, Texas 77378.

#### **VENUE AND JURISDICTION**

7. 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.

8. Venue is proper in the present forum as this cause of action because the events giving rise to this cause of action occurred in Harris County, Texas, pursuant to Tex. Civ. Prac. & Rem. Code § 15.002(1).

#### **BACKGROUND/FACTUAL ALLEGATIONS**

9. Plaintiffs have been residents of the Elm Grove neighborhood in Kingwood, Texas. Prior to May 7, 2019, none of Plaintiffs’ homes had ever flooded.

10. In May 2019, Defendants, Figure Four and PSWA, were developing a plot of land (the “Development”) bordering the north side of Elm Grove. These Defendants hired Rebel as the general contractor to prepare the Development for construction. The Development is intended for a residential community and is neighboring the north side of Elm Grove.



11. As of May 7, 2019, the Development was not completed, but Defendants had begun the removal of trees and debris from the Development. Defendants trenched out certain areas and added box culverts in an attempt to create drainage for the Development. Defendants also filled in existing creeks and drainage channels while developing the land. In doing so, Defendants completely blocked waterflow from the existing water channels—ridding Elm Grove of proper drainage. Additionally, as Defendants cleared the land, the Development was sloped toward Plaintiffs' neighborhood such that water would flow directly towards Plaintiffs' home.



12. On May 7, 2019, a rainfall no worse than any other rainfall Plaintiffs have experienced in the last 25 years hit the Kingwood area. The water drained from the Development directly into Elm Grove's streets and into Plaintiffs' homes. This water caused extreme damage to the structures and the personal effects of the Plaintiffs.

13. There is nothing that Plaintiffs did to contribute to this flooding.

### **COUNT 1**

#### **NEGLIGENCE, NEGLIGENCE *PER SE* AND GROSS NEGLIGENCE**

14. Plaintiffs would show that the incident and injuries and damages giving rise to this incident were proximately caused by the negligence of Defendants acting by or through

their agents or employees, jointly, severally, singularly and together in any combination. The actions and omissions of Defendants, acting by or through their agents or employees, jointly, severally, singularly and together in any combination constitute negligence and/or gross negligence which proximately resulted in injuries and damages being suffered by Plaintiffs.

15. The negligent actions and/or omissions of Defendants, acting by or through its agents or employees, jointly, severally, singularly and together in any combination, include but are not limited to:

- a. Blocking the drainage channels;
- b. Filling in existing drainage channels;
- c. Failing to properly install box culverts;
- d. Failing to create temporary drainage channels;
- e. Failing to allow adequate drainage after construction;
- f. Failing to install silt barriers;
- g. Allowing the Development to force rainfall toward Plaintiffs' homes;
- h. Failing to pay proper attention;
- i. Failing to provide notice or warning;
- j. Failing to have a proper rain event action plan;
- k. Failing to have a proper storm water pollution prevention plan;
- l. Failing to follow a proper storm water pollution prevention plan;
- m. Failing to coordinate activities and/or conduct;
- n. Failing to supervise the activities of the Development;
- o. Failing to instruct in proper construction and/or drainage requirements;
- p. Failing to train in proper construction and/or drainage requirements, and;

q. Failing to comply with the construction permit(s), among other things.

16. Further, all employees, contractors, subcontractors, independent contractors, agents, representatives, and/or individuals under the control of Defendants were, at all material times, acting within the course, scope, and direction of Defendants. Accordingly, Defendants are also liable for Plaintiffs' injuries under the doctrine of *respondeat superior*, vicarious liability, and applicable theories of agent/servant liability.

17. The acts or omissions of Defendants, when viewed objectively from its standpoint at the time of their occurrence, involved an extreme degree of risk, considering the probability and magnitude of the potential harm to others. These acts and omissions were more than momentary thoughtlessness, inadvertence, or error of judgment. Rather, Defendants had actual, subjective awareness of the risk involved, but nevertheless proceeded with conscious indifference to the rights, safety, or welfare of others. Such acts and/or omissions were a proximate cause of the flooding and the resulting injuries and damages sustained by Plaintiffs. Accordingly, Plaintiffs hereby seek an award of exemplary damages.

18. Furthermore, the aforementioned conduct of Defendants was willful and/or motivated by the conscious disregard to the rights and welfare of others. Therefore, Plaintiffs are entitled to recover both actual and exemplary damages from Defendants as set forth above, together with prejudgment and post-judgment interest at the highest rate allowed by law, and all costs of court.

19. Pleading further and/or in the alternative, Plaintiffs would show that they cannot more specifically allege the acts of negligence on the part of Defendants, acting by or through their agents or employees, jointly, severally, singularly and together in any combination for the reason that the facts in that regard are peculiarly within the knowledge of each Defendant and, in the alternative, in the event Plaintiffs are unable to prove specific acts of



negligence, Plaintiffs rely on the doctrine of *res ipsa loquitur*. In this connection, Plaintiffs will show that Defendants have exclusive control of the construction and or matters or things that caused damage about which this complaint is made. Plaintiffs have no means of ascertaining the method or manner in which the incident was caused to occur other than through Defendants. The occurrence causing harm to the Plaintiffs as described above, was one which, in the ordinary course of events, would not have occurred without negligence on the part of the Defendants. Thus, Defendants acting by or through their agents or employees are/were negligent in their use and/or operation of its respective equipment and materials involved and such negligence was a proximate cause of the injuries and damages of Plaintiffs.

## COUNT 2

### **SEC. 11.086 OF THE TEXAS WATER CODE. OVERFLOW CAUSED BY DIVERSION OF WATER – STRICT LIABILITY**

20. Defendants' conduct created a diversion and/or impoundment of surface water during the storm by blocking drainage channels and filling in existing creeks prior to May 7, 2019. This diversion and impoundment of the surface water by the defective construction proximately caused the flooding of Plaintiffs' home. This flooding was the cause of the damages to Plaintiffs' homes pursuant to the Tex. Water Code Ann. § 11.086 (West).

21. Section 11.086 of the Texas Water Code states that "No person may divert or impound the natural flow of surface waters in this state, or permit a diversion or impounding by him to continue, in a manner that damages the property of another by the overflow of the water diverted or impounded." Tex. Water Code Ann. § 11.086 (West). Defendants' conduct as described herein created a diversion and/or impoundment of the natural flow of surface water. This diversion and/or impoundment proximately caused the flooding of Plaintiff's property. Defendants are subject to strict liability pursuant to the

Texas Water Code and common law.

**COUNT 3**  
**NUISANCE**

22. When Defendants unlawfully diverted or impounded water (or allowed such diversion or impounding by them to continue) by not properly creating drainage channels and/or impounding water onto Plaintiffs' homes it also resulted in private nuisances to Plaintiffs' home. The four elements of a private nuisance claim are: (1) Plaintiffs had an interest in the land; (2) Defendant interfered with or invaded Plaintiffs' interest by conduct that was negligent, intentional, or abnormal and out of place in its surroundings; (3) Defendant's conduct resulted in a condition that substantially interfered with Plaintiffs' use and enjoyment of their land; and (4) the nuisance caused injury to Plaintiffs. *Cerny v. Marathon Oil Corp.*, 480 S.W.3d 612, 622 (Tex. App. 2015), review denied (Dec. 2, 2016). The facts asserted in this case proximately caused the nuisance in question.

23. Plaintiffs properly and clearly held an interest in their individual property as the owners and residents of the homes at the time of the incident. Defendants' conduct was negligent, intentional and unreasonable, and/or abnormal and out of place in its surroundings, and nevertheless, also subject to state statute Tex. Water Code Ann. § 11.086 (West). This conduct substantially interfered with Plaintiffs' use and enjoyment of their land, and caused injury to Plaintiffs when their homes, contents, automobiles, and personal effects were damaged, destroyed, and or interfered with by the diverted and/or impounded surface water which flooded the surrounding neighborhoods.

**DAMAGES**

24. As a direct and proximate result of negligence of Defendants, acting by or through their agents or employees, jointly, severally, singularly, and/or together in any combination,

Plaintiffs suffered or experienced damages in the past and, in all reasonable probability, is expected to experience such damages for a long time into the future.

25. The damages of Plaintiffs consist of one or more of the following:

- a. Cost of repairs to real property;
- b. Cost of replacement or fair market value of personal property lost, damaged, or destroyed during such event;
- c. Loss of use of real and personal property;
- d. Diminution of market value of Plaintiffs' properties;
- e. Loss of income and business income;
- f. Consequential costs incurred, inclusive of but not limited to alternative living conditions or accommodations and replacement costs;
- g. Mental anguish and/or emotional distress;
- h. Prejudgment interest;
- i. Postjudgment interest;
- j. Attorneys' fees; and,
- k. Costs of Court.

26. By reason of the above and foregoing, Plaintiffs would show that they have been damaged in a sum within the jurisdictional limits of the Court.

**SEC. 11.0841 OF THE TEXAS WATER CODE**  
**CIVIL REMEDY AND ATTORNEY FEES**

27. Sec. 11.0841(a) and (b) provide: (a) Nothing in this chapter affects the right of any private corporation, individual, or political subdivision that has a justiciable interest in pursuing any available common-law remedy to enforce a right or to prevent or seek redress or compensation for the violation of a right or otherwise redress an injury. (b) A district court may award the costs of litigation, including reasonable attorney fees and expert costs, to any political subdivision of the state, private corporation, or individual that is a water right holder

and that prevails in a suit for injunctive relief to redress an unauthorized diversion, impoundment, or use of surface water in violation of this chapter or a rule adopted pursuant to this chapter.

### **EXEMPLARY DAMAGES**

28. As a result of the gross negligence of Defendants, a sum of money should be assessed against Defendants as allowed by law and awarded to Plaintiffs as exemplary damages for the injuries Plaintiffs sustained in connection with the grossly negligent acts and/or omissions of Defendants. Exemplary damages should be awarded as a penalty or by way of punishment, taking into consideration the following:

- a. The nature of wrong;
- b. The character of the conduct involved;
- c. The degree of culpability of the wrongdoer;
- d. The situation and sensibility of the parties involved;
- e. The extent to which such conduct offends a public sense of justice and propriety; and,
- f. The net worth of Defendants.

### **APPLICATION FOR TEMPORARY MANDATORY INJUNCTION AND PERMANENT INJUNCTION**

In light of the above described facts, Plaintiffs seek recovery from Defendants. Plaintiffs are likely to succeed on the merits of this lawsuit because Defendants' negligence and violation of the Texas Water Code clearly and unequivocally flooded Plaintiffs' home, causing Plaintiffs to suffer extensive damages.

Plaintiffs are concerned that, should the current status of Defendants' property remain, their property is at great risk of flooding again should there be any typical, South Texas, summertime rainstorm and/or tropical disturbance or hurricane as hurricane season

approaches.

Unless this Honorable Court immediately restrains the Defendants and/or requires Defendants to remedy the current status of the drainage on their property, Plaintiffs will suffer immediate and irreparable injury, for which there is no adequate remedy at law to give Plaintiff complete, final and equal relief. More specifically, Plaintiffs will show the Court the following:

A. The harm to Plaintiffs is imminent for several reasons. First, absent repair of the drainage system on Defendants' property, Plaintiffs property will flood again given any significant rainfall. Such damages will create further significant health and safety issue, not just for Plaintiffs, but for an entire neighborhood of families and small children.

B. This imminent harm will cause Plaintiff irreparable injury in that Plaintiff's property will become uninhabitable, and a significant health and safety issue will arise for an entire neighborhood of families and small children.

C. Although Texas Civil Practices and Remedies Code § 65.011(5) does not require Plaintiffs to prove that they do not have an adequate remedy at law because this suit involves injury to real property, there is no adequate remedy at law which will give Plaintiffs complete, final and equal relief because Plaintiff's damages are difficult to calculate or monetize and this matter raises a significant public health concern. Absent an Order by this Court, restraining Defendants from blocking and/or impeding drainage on their property, Plaintiffs' right to use and enjoy their property will undoubtedly be interfered with. Any damage to Plaintiffs' health, and the health and safety of an entire neighborhood of families and small children, cannot be calculated or monetized.

## **BOND**

Plaintiffs are willing to post a reasonable temporary injunction bond and requests the court to set such bond.

## **REMEDY**

Plaintiffs have met their burden by establishing each element which must be present before injunctive relief can be granted by this Court, therefore Plaintiffs are entitled to the requested Temporary Mandatory Injunction.

In order to preserve the status quo as it existed prior to Defendants' actions of blocking and impeding proper drainage, Plaintiffs ask the Court to restrain and/or enjoin Defendants from interfering with, blocking and/or impeding drainage from their property into the Harris County Flood Control drainage ditch. In as much as Defendants have taken action to interfere with, block and/or impede the drainage prior to May 7, 2019, Plaintiffs seek a Mandatory Injunction from this Court ordering Defendants to return the property to its prior condition wherein the surface water runoff properly flows into the drainage ditch. This Court is granted broad discretion in issuing a Mandatory Temporary Injunction, and the facts and circumstances of this case warrant such an Injunction. *See RP&R, Inc. v Robert Territo*, 32 S.W.3d 396 (Tex.App.—14<sup>th</sup> Dist. 2000).

On final trial on the merits, this Court should permanently enjoin Defendants herein, and their assigns and successors from interfering with, blocking and/or impeding drainage from their property into the Harris County Flood Control drainage ditch.

## **PRE AND POST-JUDGMENT INTEREST**

29. Plaintiffs assert a claim for pre-judgment and post-judgment interest on all applicable elements of damages.

**CONDITIONS PRECEDENT**

30. All conditions precedent to Plaintiffs' right to recover herein and to Defendants' liability have been performed or have occurred.

**NOTICE OF INTENT TO USE AUTHENTICATED DOCUMENTS**

31. Pursuant to Rule 193.7 of the Texas Rules of Civil Procedure, Plaintiffs hereby give notice of intent to offer into evidence all documents and items produced by Defendants in response to Plaintiffs' discovery requests as authenticated for use against Defendants by virtue of Defendants' production of the same.

**REQUEST FOR DISCOVERY**

32. Under Texas Rules of Civil Procedure 194, Plaintiff requests that all Defendants disclose within (50) days of service of the request, the information material described in Rule 194.2.

33. Further, please find the following documents attached as Exhibit 1 to this Plaintiffs' Original Petition, Application for Temporary Injunction and Permanent Injunction, and Request For Discovery

- a. Plaintiffs' First Set of Interrogatories to Defendant Figure Four;
- b. Plaintiffs' First Request for Production to Defendant Figure Four;
- c. Plaintiffs' First Set of Interrogatories to Defendant PSWA;
- d. Plaintiffs' First Request for Production to Defendant PSWA;
- e. Plaintiffs' First Set of Interrogatories to Defendant Rebel; and,
- f. Plaintiffs' First Request for Production to Defendant Rebel.

**JURY DEMAND**

34. Plaintiffs demand a trial by jury to resolve all fact issues in this case.

**WHEREFORE PREMISES CONSIDERED** Plaintiffs respectfully request that

each Defendant be cited to appear and answer, and that on final trial, Plaintiffs have and recover from Defendants, jointly and severally, the following:

- a. judgment against Defendants for actual damages in an amount within the jurisdictional limits of the Court;
- b. That after notice and hearing, a temporary injunction will issue enjoining and restraining Defendants from interfering with, blocking and/or impeding drainage from their property into the Harris County Flood Control drainage ditch. In as much as Defendants have taken actions to interfere with, block and/or impede the drainage prior to May 7, 2019, Plaintiffs seek a Mandatory Injunction from this Court ordering Defendants to return the property to its prior condition wherein the surface water runoff properly flows into the drainage ditch;
- c. That after trial on the merits, the Court permanently enjoin Defendants from interfering with, blocking and/or impeding drainage from their property into the Harris County Flood Control drainage ditch;
- d. judgment against Defendants for exemplary damages in an amount within the jurisdictional limits of the Court;
- e. pre-judgment and post-judgment interest as provided by law;
- f. costs of suit; and,
- g. such other and further relief to which Plaintiffs may show themselves to be justly entitled.

Respectfully submitted,

**THE WEBSTER LAW FIRM**

/s/ Jason C. Webster  
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/s/ Kimberley M. Spurlock

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**ATTORNEYS FOR PLAINTIFFS**

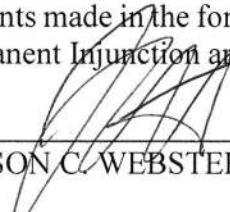
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STATE OF TEXAS

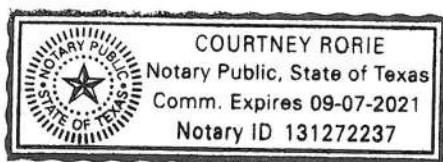
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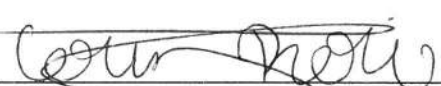
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, personally appeared JASON C. WEBSTER, who, on oath, stated that the statements made in the foregoing Original Petition, Application for Temporary Injunction and Permanent Injunction are true and correct.

  
\_\_\_\_\_  
JASON C. WEBSTER

SUBSCRIBED AND SWORN TO BEFORE ME on this the 14th day of May, 2019, to certify which witness my hand and seal of office.



  
\_\_\_\_\_  
Notary Public, State of Texas

# **EXHIBIT 1**

ABEL AND NANCY VERA, JEFFREY AND  
KATHY ADAMS, RONNIE BALDON, KURT  
BASLER, LEWEY AND DONNA BECKHAM, PAUL  
AND CHRISTINA BENNETT, DAVID AND  
NORMA BURCIAGA, JAMES CASEY, CODY AND  
MELISSA CLARK, FRANCISCO COLON, DEBBIE  
RAHBANI, WENDY CURTIS, SONYA DAVIS,  
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RACHEL DUERRINGER, ANTHONY DUNCAN,  
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AND BLANCA EVANS, THOMAS FLAHERTY,  
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HUMPHREY, NILDA HYNES, DONAVON AND  
TRACI KRAHN, ADAM AND JENNIFER LAURIE,  
RICHARD AND KATHLEEN LAURIE, CARLOS  
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MCCOLLUM, MARTE MCDOWELL, BILLY  
MCKEE, RICHARD AND CINDY MCMAHON,  
RICHARD MOYER, RYAN MURPHY, KEVIN  
NGUYEN, MARY BROOKE NICTORA, DARYL  
PALMER, MONTE PENCE, JIM AND JOSEPHINE  
PEREZ, JENNIFER PERRY, SUSAN PETROSKI,  
KEITH AND HOLLY POLI, DARREN PORTER,  
DEBBIE WILLIAMSON, JOHN AND REBECCA  
PURSELL, DEAN AND PETRA RINGEISEN,  
AARON RIOS, NATHAN AND MERRIE  
RODRIGUEZ, ANDREW AND MINERVA ROMO,  
TIM SHEEHY, MARTHA GOMEZ, GARY  
STANIZESKI, PATRICK AND DEBORAH  
TERRELL, MARCUS TICER, STEPHANIE TINER,  
WILLIAM AND ANNE TRAPANI, WILLIAM AND  
CHERYL TRIMBUR, SUSAN VALDES, DANA  
VARISCO, and LUIS VASQUEZ

*Plaintiffs,*

vs.

FIGURE FOUR PARTNERS, LTD., PSWA, INC.,  
and REBEL CONTRACTORS, INC.

*Defendants.*

IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

\_\_\_\_\_ JUDICIAL DISTRICT

**PLAINTIFFS ABEL AND NANCY VERA’S FIRST SET OF INTERROGATORIES TO  
DEFENDANT, FIGURE FOUR PARTNERS, LTD.**

TO: Defendant, Figure Four Partners, LTD.

COME NOW, Abel and Nancy Vera (collectively referred to as “Plaintiffs”), and serve the attached Interrogatories upon Defendant Figure Four Partners, LTD., as allowed by the Texas Rules of Civil Procedure. Pursuant to the Texas Rules of Civil Procedure, Defendant must answer each interrogatory separately, fully, in writing, and under oath, within 30 days after service of these interrogatories. You are further requested to supplement your responses to these Interrogatories as required by the Texas Rules of Civil Procedure.

Respectfully submitted,

**THE WEBSTER LAW FIRM**

By: /s/ Jason C. Webster  
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Fax. (281) 446-6553

**ATTORNEYS FOR PLAINTIFFS**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing instrument has been served with Plaintiffs' Original Petition.

**/s/ Jason C. Webster**  
Jason C. Webster

## DEFINITIONS AND INSTRUCTIONS

Plaintiff sets forth the following definitions or abbreviations of various words and phrases which are contained in the following interrogatories. Plaintiff provides the following definitions and abbreviations for the purpose of clarifying the meaning of various words and phrases contained herein in order to expedite discovery, *i.e.*, to help the Defendant, Figure Four Partners, LTD., fully and accurately understand the objectives of Plaintiff's discovery efforts to locate and furnish the relevant information and documents.

1. Parties. The term "'plaintiff" or "defendants" as well as a party's full or abbreviated name or pronoun referring to a party means the party and, where applicable, its officers, directors, employees, partners, corporate parent, subsidiaries, or affiliates. This definition is not intended to impose a discovery obligation on any person who is not a party to the litigation.
2. Person. The term "person" is defined as any natural person or any business, legal or governmental entity, or association.
3. Document. The term "document" is defined to be synonymous in meaning and equal in scope to the usage of this term in the Texas Rules of Civil Procedure and include computer records in any format. A draft or non-identical copy is a separate document within the meaning of this term.
4. Communication. The term "communication" means the transmittal of information in the form of facts, ideas, inquiries, or otherwise.
5. Identify (person). When referring to a person, "identify" means to give, to the extent known, the person's full name, present or last known address, and telephone number, and when referring to a natural person, additionally, the present or last known place of employment. Once a person has been identified in compliance with this paragraph, only the name of that person need be listed in response to later discovery requesting the identification of that person.
6. Identify (document). When referring to documents, "identify" means to give, to the extent known, the following information: (a) the type of document; (b) the general subject matter; (c) the date of the document; (d) the authors, addressees, and recipients; (e) the location of the document; (f) the identity of the person who has custody of the document; and (g) whether the document has been destroyed, and if so, (i) the date of its destruction; (ii) the reason for its destruction; and (iii) the identity of the person who destroyed it.
7. Relating. The term "relating" means concerning, referring, describing, evidencing, or constituting, directly or indirectly.
8. All/Each. The terms "all" and "each" shall be construed as "and," "each," and "and/or."

9. Any. The term “any” should be understood in either its most or least inclusive sense as necessary to bring within scope of the discovery request all responses that might otherwise be construed to be outside of its scope.
10. And/Or. The connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed outside of its scope.
11. Number. The use of the singular form of any word includes the plural and vice-versa.
12. The “incident made the basis of this suit” refers to May 7, 2019, the date of the incident out of which this cause of action arises and as described in Plaintiff’s pleadings on file herein, unless the sense appears to the contrary.
13. "TCEQ" refers to the Texas Commission on Environmental Quality.
14. "TPDES" refers to the Texas Pollutant Discharge Elimination System.
15. “Woodridge Forest Development” refers to the subdivided area/land developed northwest of Elm Grove subdivision in Kingwood, Texas.
16. For any requested information about a document that no longer exists or cannot be located, identify the document, state how and when it passed out of existence or when it could no longer be located, and give the reasons for the disappearance. Also, identify each person having knowledge about the disposition or loss, and identify each document evidencing the existence or nonexistence of each document that cannot be located.
17. Plaintiffs hereby demand that defendant amend or supplement Defendant’s answers to the interrogatories set forth herein when and to the extent required by Rule 193.5 of the Texas Rules of Civil Procedure.



**PLAINTIFFS ABEL AND NANCY VERA'S FIRST SET OF INTERROGATORIES TO  
DEFENDANT, FIGURE FOUR PARTNERS, LTD.**

1. Identify the person or persons answering these interrogatories, giving their full name, residence and business addresses, occupation and the office each holds with the Defendant.

**ANSWER:**

2. Identify the entity and/or individual who was in charge of the Woodridge Forest Development on May 7, 2019.

**ANSWER:**

3. Explain in your own words your understanding of the sequence of events surrounding the incident made the basis of this suit, how said incident occurred, and the time in which the incident transpired. This is not a request for Defendant to marshal all of its evidence.

**ANSWER:**

4. If you contend that the incident made the basis of this suit is wholly or partially attributable to a lack of due care on the part of the Plaintiffs, or any other third party or defendant, please set forth the basis for each such contention. State in detail any facts that support your answer, including the name, address and telephone number of any persons who may know those facts. This is not a request for Defendant to marshal all of its evidence.

**ANSWER:**

5. If you contend that Plaintiffs failed to mitigate their damages during and/or after the incident made the basis of this suit, please set forth the basis for such a contention. This is not a request for Defendant to marshal all of its evidence.

**ANSWER:**

6. Identify investigations of the incident made the basis of this suit conducted by Defendant prior to anticipation of litigation.

**ANSWER:**

7. In the instant case, on what date did you anticipate litigation as defined by Texas Rules of Civil Procedure and/or current case law?

**ANSWER:**

8. Identify the job duties and/or responsibilities of the person or persons in charge of maintaining/inspecting/supervising the site of Woodridge Forest Development, and please identify the job duties of the employees who were charged with the responsibility of maintaining/inspecting/supervising the site of the Woodridge Forest Development for the period of February 1, 2019 through May 7, 2019.

**ANSWER:**

9. List any contractual agreement(s) between Defendant and other entities or individual(s) regarding Woodridge Forest Development.

**ANSWER:**

10. Identify by name, address, telephone number, employer and job title of the person or persons responsible during the time frame of February 1, 2019 through May 7, 2019, for operating any equipment, clearing the land, installing utilities, moving dirt, or changing the drainage utilized in the formation or at the construction site of Woodridge Forest Development.

**ANSWER:**

11. Identify by name, address, telephone number, employer and job title of the person or persons responsible during the time frame of February 1, 2019 through May 7, 2019, for diverting the storm water run-off or draining of Woodridge Forest Development at the construction site.

**ANSWER:**

12. Identify by name, address, telephone number, employer and job title of the person or persons present during the time frame of May 1, 2019 through May 7, 2019, at the construction site of Woodridge Forest Development.

**ANSWER:**

13. Describe TPDES General Permit TXR15000 regarding discharges of storm water runoff from construction sites and identify the individual in charge of compliance by this Defendant with the terms and conditions of that permit.

**ANSWER:**

14. Explain in detail all safety instructions provided by you to individual workers working on a job site such as Woodridge Forest Development as to the proper drainage prior to the anticipation of a heavy rainfall event and/or tropical storm.

**ANSWER:**

15. Identify any procedures and/or activities taken prior to the rainfall event that occurred on May 7, 2019 which would have or could have prevented the incident made the basis of this suit.

**ANSWER:**

16. Identify all agreements under which any insurer or other person or entity may be liable to satisfy all or part of any judgment which may be rendered against you in this action or to indemnify or reimburse you for any payments made to satisfy such judgment. Include in your answer the name and address of the insurer, the policy numbers, a brief description of the nature of the coverage that may be applicable to this lawsuit, a statement of the limits of the insurer's liability, and, if you have been notified of any actual or potential exclusions or defenses to the insured's liability with regard to this lawsuit, a brief description of such exclusion or defense. If you are reimbursed or indemnified by a person or entity other than an insurer, please identify the agreement under which such indemnification or reimbursement occurs.

**ANSWER:**

17. Identify the owner(s) of the heavy equipment at the construction site of Woodridge Forest Development that were on the construction site during the time frame of the incident made the basis of this lawsuit.

**ANSWER:**

18. State the warnings you gave the Plaintiffs and other residents of the Elm Grove Subdivision that their property could be flooded by the Woodridge Forest Development prior to the anticipated rainfall event. Include in your answer the date you gave said warnings.

**ANSWER:**

19. State the name, address and telephone number of witnesses you expect to testify at trial.

**ANSWER:**

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

ABEL AND NANCY VERA, JEFFREY AND KATHY §  
 ADAMS, RONNIE BALDON, KURT BASLER, §  
 LEWEY AND DONNA BECKHAM, PAUL AND §  
 CHRISTINA BENNETT, DAVID AND NORMA §  
 BURCIAGA, JAMES CASEY, CODY AND MELISSA §  
 CLARK, FRANCISCO COLON, DEBBIE RAHBANI, §  
 WENDY CURTIS, SONYA DAVIS, LAWRENCE §  
 DEFURIA, PAMELA POTTER, BRIAN AND §  
 JENNIFER DERBY, SYLVIE DESCOURS, CECILIA §  
 DIAZ, STEVEN AND RACHEL DUERRINGER, §  
 ANTHONY DUNCAN, JOHN AND MARILYN §  
 EASTON, JOHNATHAN AND BLANCA EVANS, §  
 THOMAS FLAHERTY, MICHAEL AND JAN §  
 FRAZIER, ROGELIO GARCIA, YESENIA §  
 GONZALEZ, JOHN GIBBS, TRAVIS GRAMS, GREG §  
 AND KELLY GUY, BRADLEY HALES, JAMES AND §  
 NATALIE HUMPHREY, NILDA HYNES, DONAVON §  
 AND TRACI KRAHN, ADAM AND JENNIFER §  
 LAURIE, RICHARD AND KATHLEEN LAURIE, §  
 CARLOS LEIJA, TODD AND KERRILEE §  
 MALMGREN, GARY AND KAY MASSON, JOSHUA §  
 MCCOLLUM, MARTE MCDOWELL, BILLY §  
 MCKEE, RICHARD AND CINDY MCMAHON, §  
 RICHARD MOYER, RYAN MURPHY, KEVIN §  
 NGUYEN, MARY BROOKE NICTORA, DARYL §  
 PALMER, MONTE PENCE, JIM AND JOSEPHINE §  
 PEREZ, JENNIFER PERRY, SUSAN PETROSKI, §  
 KEITH AND HOLLY POLI, DARREN PORTER, §  
 DEBBIE WILLIAMSON, JOHN AND REBECCA §  
 PURSELL, DEAN AND PETRA RINGEISEN, AARON §  
 RIOS, NATHAN AND MERRIE RODRIGUEZ, §  
 ANDREW AND MINERVA ROMO, TIM SHEEHY, §  
 MARTHA GOMEZ, GARY STANIZESKI, PATRICK §  
 AND DEBORAH TERRELL, MARCUS TICER, §  
 STEPHANIE TINER, WILLIAM AND ANNE §  
 TRAPANI, WILLIAM AND CHERYL TRIMBUR, §  
 SUSAN VALDES, DANA VARISCO, and LUIS §  
 VASQUEZ §  
     *Plaintiffs,* §  
 vs. §  
 FIGURE FOUR PARTNERS, LTD., PSWA, INC., and §  
 REBEL CONTRACTORS, INC. §  
     *Defendants.* §

IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

\_\_\_\_\_ JUDICIAL DISTRICT

**PLAINTIFFS ABEL AND NANCY VERA'S FIRST REQUEST FOR PRODUCTION TO  
DEFENDANT, FIGURE FOUR PARTNERS, LTD.**

TO: Defendant, Figure Four Partners, LTD.

COME NOW, Abel and Nancy Vera (collectively referred to as "Plaintiffs"), and serve this their First Request for Production on the above named Defendant and request that Defendant, PSWA, Inc., produce for inspection, copying, and reproduction the documents hereinafter designated, after the expiration of thirty (30) days. Plaintiffs request that the documents be produced in the offices of The Webster Law Firm, 6200 Savoy Drive, Suite 150, Houston, Texas 77036.

You are further requested to supplement your response to this Request for Production as required by the Texas Rules of Civil Procedure.

Respectfully submitted,

**THE WEBSTER LAW FIRM**

*/s/ Jason C. Webster*

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HEIDI O. VICKNAIR

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and

**SPURLOCK & ASSOCIATES, P.C.**

/s/ Kimberley M. Spurlock

Kimberley M. Spurlock

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Humble, TX 77346

Tel. (281) 548-0900

Fax. (281) 446-6553

**ATTORNEYS FOR PLAINTIFFS**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing instrument has been served with Plaintiffs' Original Petition.

/s/ Jason C. Webster

Jason C. Webster

## DEFINITIONS

1. Parties. The term “plaintiff” or “defendants” as well as a party’s full or abbreviated name or pronoun referring to a party means the party and, where applicable, its officers, directors, employees, partners, corporate parent, subsidiaries, or affiliates. This definition is not intended to impose a discovery obligation on any person who is not a party to the litigation.
2. The term "person" shall mean any natural person, corporation, partnership, company, trust, association, joint venture, proprietorship, firm or any other business or legal entity of any kind.
3. The “incident made the basis of this suit” refers to May 7, 2019, the date of the incident out of which this cause of action arises and as described in Plaintiff’s pleadings on file herein, unless the sense appears to the contrary.
4. As used herein, the term "referring or relating to" (or any form thereof) means constituting, reflecting, respecting, mentioning, describing, pertaining to, connected with, supporting, contradicting, stating, recording, noting, embodying, containing, studying, analyzing, discussing, regarding or evaluating.
5. As used herein, the term "identify" means, when used in reference to a natural person, his or her: (a) full name; (b) home address and telephone number; (c) business address and telephone number; (d) present or last known position, business affiliation and job description; and (e) business position at the time of the transaction covered by the interrogatory answer.
6. The term "document" shall mean all writings and means of communication of any kind, including the original and all non-identical copies, whether different from the original by reason of any notation made on such copies or otherwise. The term "document" shall include without limitation, letters, correspondence, memoranda, notes, diaries, statistics, telegrams, minutes, expert reports, studies, texts, statements, receipts, returns, summaries, pamphlets, books, booklets, periodicals, prospectuses, interoffice and/or intra office communications, offers, acceptances, approvals, notations, recordings, transcripts of any sort of conversations, telephone calls, meeting or other communications, bulletins, printed matters, computer printouts, teletypes, telefaxes, invoices, work sheets, counterparts, appointment books, charts, graphs, indices, data sheets, data processing cards, data processing tapes, ledgers, financial statements, notes or memoranda of understandings, agreements, working papers, instructions, checks, financial instruments or statements and documents reflecting financing and any and all drafts, alterations, modifications, changes and amendments of any of the foregoing categories of documents. In addition, the term "document" shall mean graphic or aural records and oral presentations of any kind, including without limitation, photographs, charts, graphs, microfiche, microfilm, videotape, recordings, motion pictures, computer tapes, computer diskettes or computer cards and any electronic, mechanical or electric recordings of any kind, including without



limitation, tapes, cassettes, films, discs, recordings and transcriptions of any audio, video or other recordings.

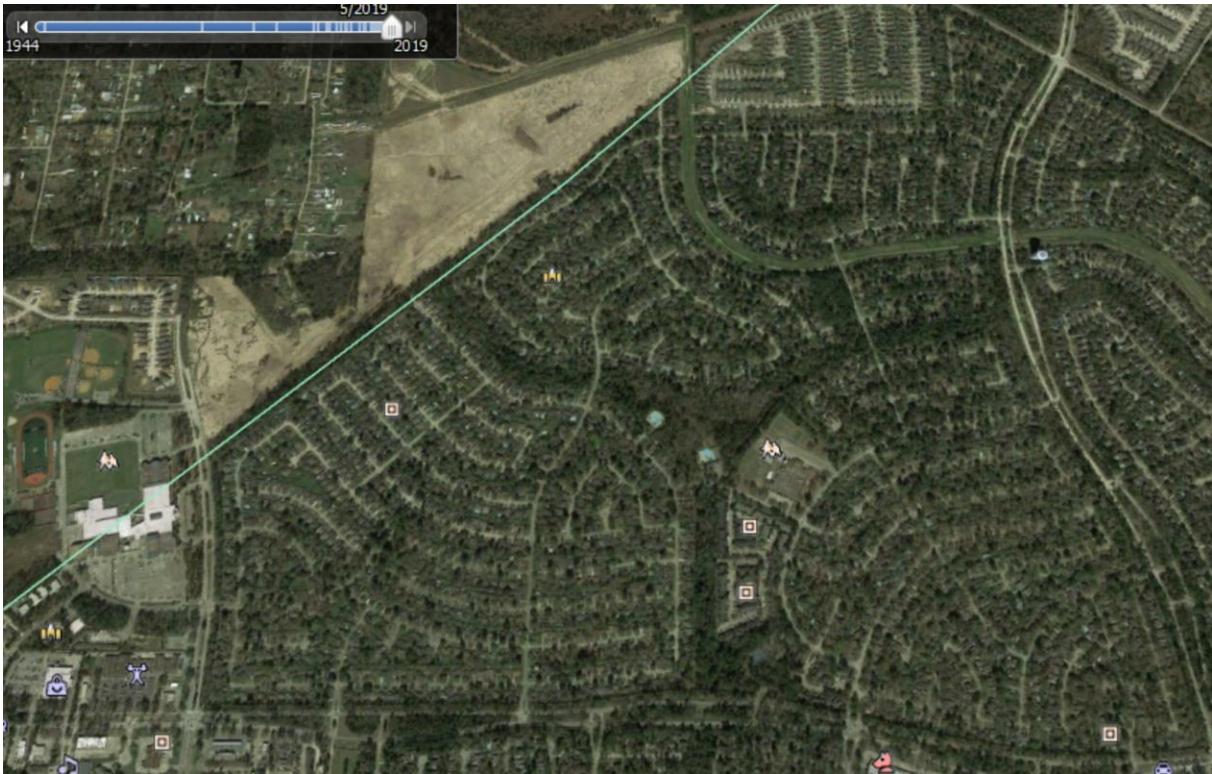
7. As used herein, the term "identify" means, when used in reference to a document means:

- A. its description (e.g., letter memorandum, report, etc.);
- B. its date (if no date appears on the document, then the date of its preparation);
- C. the number of pages;
- D. its subject matter;
- E. the number and subject matter of attachments, if any;
- F. the identity of its author, signor or any person who participated in the preparation;
- G. the identity its addressee or recipient;
- H. the identity of each person to whom copies were sent and each person by whom copies were received;
- I. its present location; and
- J. the identity of its custodians. (If any such document was, but is no longer, in your possession or control, state what disposition was made on it and when.).

8. "TCEQ" refers to the Texas Commission on Environmental Quality.

9. "TPDES" refers to the Texas Pollutant Discharge Elimination System.

10. "Woodridge Forest Development" refers to the development that is northwest of the Elm Grove Subdivision as reflected in the Google Earth photo below:



11. For any requested information about a document that no longer exists or cannot be located, identify the document, state how and when it passed out of existence or when it could no longer be located, and give the reasons for the disappearance. Also, identify each person having knowledge about the disposition or loss, and identify each document evidencing the existence or nonexistence of each document that cannot be located.
  
12. DOCUMENT DESTRUCTION: It is required that all documents and/or other data compilations which might impact on the subject matter of this litigation be preserved and that any ongoing process of document destruction involving such documents cease. In those instances where document destruction has already taken place, it is requested that the documents that would have been relevant to the following discovery request be identified as well as the date of destruction and the individual authorizing, ordering and/or carrying out the destruction.
  
13. Plaintiffs hereby demand that Defendant amend or supplement Defendant's responses to the request for production set forth herein when and to the extent required by Rule 193.5 of the Texas Rules of Civil Procedure.

**PLAINTIFFS ABEL AND NANCY VERA'S FIRST REQUEST FOR PRODUCTION TO  
DEFENDANT, FIGURE FOUR PARTNERS, LTD.**

**Produce the following:**

1. Documents which identify the entity and/or individual who was in charge of the Woodridge Forest Development on May 7, 2019.

**RESPONSE:**

2. All Documents pertaining to the Woodridge Forest Development for the period of January 1, 2017 to May 7, 2019.

**RESPONSE:**

3. Statements, interviews, reports, film, tapes, or recordings of Plaintiffs regarding the incident made the basis of this suit.

**RESPONSE:**

4. Statements, affidavits and/or depositions given by persons with knowledge of relevant facts regarding the incident made the basis of this suit.

**RESPONSE:**

5. Personnel files of employees who submitted and/or received incident reports or were involved in the incident complained of in Plaintiffs' petition, including but not limited to personnel files for employees who witnessed this incident; rendered assistance to, came in contact with, installed, repaired, cleaned and/or inspected the site of Woodridge Forest Development and/or Plaintiffs' premises; or engaged in conversation with Plaintiffs regarding the incident made the basis of this lawsuit.

**RESPONSE:**

6. Photographs, media coverage, film, videotape, moving pictures, and/or other electronic depictions of the incident made the basis of this suit, parties and/or witnesses involved in said incident, and/or damages resulting from said incident.

**RESPONSE:**

7. Charts, diagrams, photographs, surveillance photos, films, videos, or any other electronic depictions of the Plaintiffs' residence and/or the site of Woodridge Forest Development and the area adjacent thereto as it was during the period of February 1, 2019 through May 7, 2019.

**RESPONSE:**

8. Incident reports or complaints regarding the incident made the basis of this suit, including reports that have been created by you, your employees, law enforcement officials, government officials, insurance agents involved in the investigation of the incident, or any other individual who has information regarding said incident.

**RESPONSE:**

9. Documents or other items obtained through use of an authorization executed by Plaintiffs.

**RESPONSE:**

10. Documents which evidence or reflect the job duties and/or responsibilities of the person or persons in charge of maintaining/inspecting/supervising the site of Woodridge Forest Development, and identify the job duties of the employees who were charged with the responsibility of maintaining/inspecting/supervising the site of Woodridge Forest Development for the period of February 1, 2019 through May 7, 2019.

**RESPONSE:**

11. Documents which evidence or reflect the person or persons responsible during the time frame of February 1, 2019 through May 7, 2019, utilized in the formation of a roadway or surface at the construction site of Woodridge Forest Development.

**RESPONSE:**

12. Documents which evidence or reflect the person or persons responsible prior to May 7, 2019, for drainage at Woodridge Forest Development.

**RESPONSE:**

13. Documents which evidence or reflect the person or persons responsible during the time frame of February 1, 2019 through May 7, 2019, for ordering the drainage construction at Woodridge Forest Development.

**RESPONSE:**

14. Documents which evidence or reflect the person or persons present during the time frame of February 1, 2019 through May 7, 2019, at the construction site of Woodridge Forest Development.

**RESPONSE:**

15. A copy of TPDES General Permit TXR15000 regarding discharges of storm water runoff from Woodridge Forest Development.

**RESPONSE:**

16. Documents which evidence or reflect the individual in charge of **compliance** by this Defendant with the terms and conditions of TPDES General Permit TXR15000.

**RESPONSE:**

17. Contracts and/or leases that relate to Woodridge Forest Development.

**RESPONSE:**

18. Documents reflecting training procedures that were used to train your employees on any aspect of proper drainage practices with regards to the storm water run-off in anticipation of a heavy rainfall event and/or tropical storm for Woodridge Forest Development.

**RESPONSE:**

19. Handbooks, rulebooks, training manuals, posted warnings, and/or guidelines given to your employees, pertaining to your safety practices and/or policies in regards to the storage and placement of equipment in anticipation of a heavy rainfall event and/or tropical storm.

**RESPONSE:**

20. Documents stating the proper and/or recommended federal, state, county, or city governmental maintenance or safety guidelines, including but not limited to codes and/or ordinances, with regards to the storage and placement of equipment in anticipation of a heavy rainfall event and/or tropical storm.

**RESPONSE:**

21. Documents stating the proper and/or recommended federal, state, county, or city governmental maintenance or safety guidelines, including but not limited to codes and/or ordinances, with regards to water discharges from construction sites.

**RESPONSE:**

22. Correspondence, notes, letters, e-mails, facsimiles, memoranda or any other writings generated between you and Plaintiffs, your employees, and/or other defendants, prior to suit being filed.

**RESPONSE:**

23. Correspondence created prior to incident made the basis of this suit that reflects concerns that the storm water drainage in the event of a heavy rainfall could result in flooding of the area in question or surrounding areas.

**RESPONSE:**

24. Reports, citations and/or other documents relating to flooding and/or other damages caused by this Defendant's failure to follow the proper storm water drainage policies and procedures within the ten (10) years prior to the incident made the basis of this suit.

**RESPONSE:**

25. Reports, citations and/or documents relating to safety audits, inspections, or safety code violations, created/issued by your insurance carrier, your risk management department or anyone acting on your behalf, any insurance carrier, and/or federal, state, county or city department and/or agency regarding the discharge of water runoff from construction sites, at the time of and within ten (10) years prior to the incident made the basis of this suit.

**RESPONSE:**

26. Reports, citations and/or documents relating to safety audits, inspections, or safety code violations, created/issued by your insurance carrier, your risk management department or anyone acting on your behalf, any insurance carrier, and/or federal, state, county or city department and/or agency regarding the discharge of water runoff from construction sites subsequent to the incident made the basis of this suit.

**RESPONSE:**

27. A copy of any indemnity agreement and/or contract with any individual and/or entity from which Defendant would seek indemnification or contribution under the law or pursuant to an agreement/contract for any liability incurred by Defendant in this suit.

**RESPONSE:**

28. Curriculum vitae and bibliography of any consulting expert whose mental impressions or opinions have been reviewed by a testifying expert.

**RESPONSE:**

29. Documents and tangible things, including reports, models, or data compilations, that have been provided or prepared by any consulting expert and reviewed by any testifying expert.

**RESPONSE:**

30. Exhibits you intend to introduce at trial.

**RESPONSE:**

31. Documents, including but not limited to judgments, sentencing, probation, convictions, plea papers, rap sheets, checks, or other writings related to or depicting any criminal conviction for each person you may or will attempt to impeach by evidence of conviction of a crime pursuant to rule 609 of the Texas Rules of Evidence.

**RESPONSE:**

32. Information and/or documents obtained from IDEX pertaining to any expert named or designated either by Plaintiff or Defendants in the present case.

**RESPONSE:**

33. Contracts between this Defendant and any other entity pertaining to inspections and/or work performed on Woodridge Forest Development on the date of the incident made the basis of this lawsuit.

**RESPONSE:**

34. Documents which evidence or reflect Defendant's contention, if it is so alleged, that the incident made the basis of the suit is wholly or partially attributable to a lack of due care on the part of the Plaintiff, or any other third party or defendant.

**RESPONSE:**

35. Documents which evidence or reflect Defendant's contention, if it is so alleged, that Plaintiffs failed to mitigate their damages resulting from the incident made the basis of this lawsuit.

**RESPONSE:**

36. Documents which evidence or reflect Defendant's contention, if it is so alleged, that all flooding risks and dangers involved in the subdivision inhabited by Plaintiffs were open, obvious and known to Plaintiffs.

**RESPONSE:**

37. Documents which evidence or reflect the storm water drainage plan on the site of Woodridge Forest Development in question at the time of the incident made the basis of this lawsuit, including but not limited to surveys, plats, drawings, or specifications.

**RESPONSE:**

38. Any documents concerning any investigations by any government agency regarding the Woodridge Forest Development.

**RESPONSE:**



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

ABEL AND NANCY VERA, JEFFREY AND §  
KATHY ADAMS, RONNIE BALDON, KURT §  
BASLER, LEWEY AND DONNA BECKHAM, PAUL §  
AND CHRISTINA BENNETT, DAVID AND §  
NORMA BURCIAGA, JAMES CASEY, CODY AND §  
MELISSA CLARK, FRANCISCO COLON, DEBBIE §  
RAHBANI, WENDY CURTIS, SONYA DAVIS, §  
LAWRENCE DEFURIA, PAMELA POTTER, §  
BRIAN AND JENNIFER DERBY, SYLVIE §  
DESCOURS, CECILIA DIAZ, STEVEN AND §  
RACHEL DUERRINGER, ANTHONY DUNCAN, §  
JOHN AND MARILYN EASTON, JOHNATHAN §  
AND BLANCA EVANS, THOMAS FLAHERTY, §  
MICHAEL AND JAN FRAZIER, ROGELIO §  
GARCIA, YESENIA GONZALEZ, JOHN GIBBS, §  
TRAVIS GRAMS, GREG AND KELLY GUY, §  
BRADLEY HALES, JAMES AND NATALIE §  
HUMPHREY, NILDA HYNES, DONAVON AND §  
TRACI KRAHN, ADAM AND JENNIFER LAURIE, §  
RICHARD AND KATHLEEN LAURIE, CARLOS §  
LEIJA, TODD AND KERRILEE MALMGREN, §  
GARY AND KAY MASSON, JOSHUA §  
MCCOLLUM, MARTE MCDOWELL, BILLY §  
MCKEE, RICHARD AND CINDY MCMAHON, §  
RICHARD MOYER, RYAN MURPHY, KEVIN §  
NGUYEN, MARY BROOKE NICTORA, DARYL §  
PALMER, MONTE PENCE, JIM AND JOSEPHINE §  
PEREZ, JENNIFER PERRY, SUSAN PETROSKI, §  
KEITH AND HOLLY POLI, DARREN PORTER, §  
DEBBIE WILLIAMSON, JOHN AND REBECCA §  
PURSELL, DEAN AND PETRA RINGEISEN, §  
AARON RIOS, NATHAN AND MERRIE §  
RODRIGUEZ, ANDREW AND MINERVA ROMO, §  
TIM SHEEHY, MARTHA GOMEZ, GARY §  
STANIZESKI, PATRICK AND DEBORAH §  
TERRELL, MARCUS TICER, STEPHANIE TINER, §  
WILLIAM AND ANNE TRAPANI, WILLIAM AND §  
CHERYL TRIMBUR, SUSAN VALDES, DANA §  
VARISCO, and LUIS VASQUEZ §

*Plaintiffs,*

vs.

FIGURE FOUR PARTNERS, LTD., PSWA, INC.,  
and REBEL CONTRACTORS, INC.

*Defendants.*

IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

\_\_\_\_\_ JUDICIAL DISTRICT

**PLAINTIFFS ABEL AND NANCY VERA’S FIRST SET OF INTERROGATORIES TO  
DEFENDANT, PSWA, INC.**

TO: Defendant, PSWA, Inc.

COME NOW, Abel and Nancy Vera (collectively referred to as “Plaintiffs”), and serve the attached Interrogatories upon Defendant PSWA, Inc., as allowed by the Texas Rules of Civil Procedure. Pursuant to the Texas Rules of Civil Procedure, Defendant must answer each interrogatory separately, fully, in writing, and under oath, within 30 days after service of these interrogatories. You are further requested to supplement your responses to these Interrogatories as required by the Texas Rules of Civil Procedure.

Respectfully submitted,

**THE WEBSTER LAW FIRM**

By: /s/ Jason C. Webster  
JASON C. WEBSTER  
State Bar No. 24033318  
HEIDI O. VICKNAIR  
State Bar No. 24046557  
OMAR R. CHAUDHARY  
State Bar No. 24082807  
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713.581.3900  
713.581.3907 fax  
[filing@thewebsterlawfirm.com](mailto:filing@thewebsterlawfirm.com)

**SPURLOCK & ASSOCIATES, P.C.**

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17280 West Lake Houston Pkwy.  
Humble, TX 77346  
Tel. (281) 548-0900  
Fax. (281) 446-6553

**ATTORNEYS FOR PLAINTIFFS**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing instrument has been served with Plaintiffs' Original Petition.

**/s/ Jason C. Webster**  
Jason C. Webster

## DEFINITIONS AND INSTRUCTIONS

Plaintiff sets forth the following definitions or abbreviations of various words and phrases which are contained in the following interrogatories. Plaintiff provides the following definitions and abbreviations for the purpose of clarifying the meaning of various words and phrases contained herein in order to expedite discovery, *i.e.*, to help the Defendant, PSWA, Inc., fully and accurately understand the objectives of Plaintiff's discovery efforts to locate and furnish the relevant information and documents.

1. Parties. The term "“plaintiff” or “defendants” as well as a party’s full or abbreviated name or pronoun referring to a party means the party and, where applicable, its officers, directors, employees, partners, corporate parent, subsidiaries, or affiliates. This definition is not intended to impose a discovery obligation on any person who is not a party to the litigation.
2. Person. The term “person” is defined as any natural person or any business, legal or governmental entity, or association.
3. Document. The term “document” is defined to be synonymous in meaning and equal in scope to the usage of this term in the Texas Rules of Civil Procedure and include computer records in any format. A draft or non-identical copy is a separate document within the meaning of this term.
4. Communication. The term “communication” means the transmittal of information in the form of facts, ideas, inquiries, or otherwise.
5. Identify (person). When referring to a person, “identify” means to give, to the extent known, the person’s full name, present or last known address, and telephone number, and when referring to a natural person, additionally, the present or last known place of employment. Once a person has been identified in compliance with this paragraph, only the name of that person need be listed in response to later discovery requesting the identification of that person.
6. Identify (document). When referring to documents, “identify” means to give, to the extent known, the following information: (a) the type of document; (b) the general subject matter; (c) the date of the document; (d) the authors, addressees, and recipients; (e) the location of the document; (f) the identity of the person who has custody of the document; and (g) whether the document has been destroyed, and if so, (i) the date of its destruction; (ii) the reason for its destruction; and (iii) the identity of the person who destroyed it.
7. Relating. The term “relating” means concerning, referring, describing, evidencing, or constituting, directly or indirectly.
8. All/Each. The terms “all” and “each” shall be construed as “and,” “each,” and “and/or.”

9. Any. The term “any” should be understood in either its most or least inclusive sense as necessary to bring within scope of the discovery request all responses that might otherwise be construed to be outside of its scope.
10. And/Or. The connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed outside of its scope.
11. Number. The use of the singular form of any word includes the plural and vice-versa.
12. The “incident made the basis of this suit” refers to May 7, 2019, the date of the incident out of which this cause of action arises and as described in Plaintiff’s pleadings on file herein, unless the sense appears to the contrary.
13. "TCEQ" refers to the Texas Commission on Environmental Quality.
14. "TPDES" refers to the Texas Pollutant Discharge Elimination System.
15. “Woodridge Forest Development” refers to the subdivided area/land developed northwest of Elm Grove subdivision in Kingwood, Texas.
16. For any requested information about a document that no longer exists or cannot be located, identify the document, state how and when it passed out of existence or when it could no longer be located, and give the reasons for the disappearance. Also, identify each person having knowledge about the disposition or loss, and identify each document evidencing the existence or nonexistence of each document that cannot be located.
17. Plaintiffs hereby demand that defendant amend or supplement Defendant’s answers to the interrogatories set forth herein when and to the extent required by Rule 193.5 of the Texas Rules of Civil Procedure.

**PLAINTIFFS ABEL AND NANCY VERA'S FIRST SET OF INTERROGATORIES TO  
DEFENDANT, PSWA, INC.**

1. Identify the person or persons answering these interrogatories, giving their full name, residence and business addresses, occupation and the office each holds with the Defendant.

**ANSWER:**

2. Identify the entity and/or individual who was in charge of the Woodridge Forest Development on May 7, 2019.

**ANSWER:**

3. Explain in your own words your understanding of the sequence of events surrounding the incident made the basis of this suit, how said incident occurred, and the time in which the incident transpired. This is not a request for Defendant to marshal all of its evidence.

**ANSWER:**

4. If you contend that the incident made the basis of this suit is wholly or partially attributable to a lack of due care on the part of the Plaintiffs, or any other third party or defendant, please set forth the basis for each such contention. State in detail any facts that support your answer, including the name, address and telephone number of any persons who may know those facts. This is not a request for Defendant to marshal all of its evidence.

**ANSWER:**

5. If you contend that Plaintiffs failed to mitigate their damages during and/or after the incident made the basis of this suit, please set forth the basis for such a contention. This is not a request for Defendant to marshal all of its evidence.

**ANSWER:**

6. Identify investigations of the incident made the basis of this suit conducted by Defendant prior to anticipation of litigation.

**ANSWER:**

7. In the instant case, on what date did you anticipate litigation as defined by Texas Rules of Civil Procedure and/or current case law?

**ANSWER:**

8. Identify the job duties and/or responsibilities of the person or persons in charge of maintaining/inspecting/supervising the site of Woodridge Forest Development, and please identify the job duties of the employees who were charged with the responsibility of maintaining/inspecting/supervising the site of the Woodridge Forest Development for the period of February 1, 2019 through May 7, 2019.

**ANSWER:**

9. List any contractual agreement(s) between Defendant and other entities or individual(s) regarding Woodridge Forest Development.

**ANSWER:**

10. Identify by name, address, telephone number, employer and job title of the person or persons responsible during the time frame of February 1, 2019 through May 7, 2019, for operating any equipment, clearing the land, installing utilities, moving dirt, or changing the drainage utilized in the formation or at the construction site of Woodridge Forest Development.

**ANSWER:**

11. Identify by name, address, telephone number, employer and job title of the person or persons responsible during the time frame of February 1, 2019 through May 7, 2019, for diverting the storm water run-off or draining of Woodridge Forest Development at the construction site.

**ANSWER:**

12. Identify by name, address, telephone number, employer and job title of the person or persons present during the time frame of May 1, 2019 through May 7, 2019, at the construction site of Woodridge Forest Development.

**ANSWER:**

13. Describe TPDES General Permit TXR15000 regarding discharges of storm water runoff from construction sites and identify the individual in charge of compliance by this Defendant with the terms and conditions of that permit.

**ANSWER:**

14. Explain in detail all safety instructions provided by you to individual workers working on a job site such as Woodridge Forest Development as to the proper drainage prior to the anticipation of a heavy rainfall event and/or tropical storm.

**ANSWER:**

15. Identify any procedures and/or activities taken prior to the rainfall event that occurred on May 7, 2019 which would have or could have prevented the incident made the basis of this suit.

**ANSWER:**

16. Identify all agreements under which any insurer or other person or entity may be liable to satisfy all or part of any judgment which may be rendered against you in this action or to indemnify or reimburse you for any payments made to satisfy such judgment. Include in your answer the name and address of the insurer, the policy numbers, a brief description of the nature of the coverage that may be applicable to this lawsuit, a statement of the limits of the insurer's liability, and, if you have been notified of any actual or potential exclusions or defenses to the insured's liability with regard to this lawsuit, a brief description of such exclusion or defense. If you are reimbursed or indemnified by a person or entity other than an insurer, please identify the agreement under which such indemnification or reimbursement occurs.

**ANSWER:**

17. Identify the owner(s) of the heavy equipment at the construction site of Woodridge Forest Development that were on the construction site during the time frame of the incident made the basis of this lawsuit.

**ANSWER:**

18. State the warnings you gave the Plaintiffs and other residents of the Elm Grove Subdivision that their property could be flooded by the Woodridge Forest Development prior to the



anticipated rainfall event. Include in your answer the date you gave said warnings.

**ANSWER:**

19. State the name, address and telephone number of witnesses you expect to testify at trial.

**ANSWER:**



**PLAINTIFFS ABEL AND NANCY VERA'S FIRST REQUEST FOR PRODUCTION TO  
DEFENDANT, PSWA, INC.**

TO: Defendant, PSWA, Inc.

COME NOW, Abel and Nancy Vera (collectively referred to as "Plaintiffs"), and serve this their First Request for Production on the above named Defendant and request that Defendant, PSWA, Inc., produce for inspection, copying, and reproduction the documents hereinafter designated, after the expiration of thirty (30) days. Plaintiffs request that the documents be produced in the offices of The Webster Law Firm, 6200 Savoy Drive, Suite 150, Houston, Texas 77036.

You are further requested to supplement your response to this Request for Production as required by the Texas Rules of Civil Procedure.

Respectfully submitted,

**THE WEBSTER LAW FIRM**

*/s/ Jason C. Webster*

JASON C. WEBSTER

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and

**SPURLOCK & ASSOCIATES, P.C.**

/s/ Kimberley M. Spurlock

Kimberley M. Spurlock

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Humble, TX 77346

Tel. (281) 548-0900

Fax. (281) 446-6553

**ATTORNEYS FOR PLAINTIFFS**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing instrument has been served with Plaintiffs' Original Petition.

/s/ Jason C. Webster

Jason C. Webster

## DEFINITIONS

1. Parties. The term “plaintiff” or “defendants” as well as a party’s full or abbreviated name or pronoun referring to a party means the party and, where applicable, its officers, directors, employees, partners, corporate parent, subsidiaries, or affiliates. This definition is not intended to impose a discovery obligation on any person who is not a party to the litigation.
2. The term "person" shall mean any natural person, corporation, partnership, company, trust, association, joint venture, proprietorship, firm or any other business or legal entity of any kind.
3. The “incident made the basis of this suit” refers to May 7, 2019, the date of the incident out of which this cause of action arises and as described in Plaintiff’s pleadings on file herein, unless the sense appears to the contrary.
4. As used herein, the term "referring or relating to" (or any form thereof) means constituting, reflecting, respecting, mentioning, describing, pertaining to, connected with, supporting, contradicting, stating, recording, noting, embodying, containing, studying, analyzing, discussing, regarding or evaluating.
5. As used herein, the term "identify" means, when used in reference to a natural person, his or her: (a) full name; (b) home address and telephone number; (c) business address and telephone number; (d) present or last known position, business affiliation and job description; and (e) business position at the time of the transaction covered by the interrogatory answer.
6. The term "document" shall mean all writings and means of communication of any kind, including the original and all non-identical copies, whether different from the original by reason of any notation made on such copies or otherwise. The term "document" shall include without limitation, letters, correspondence, memoranda, notes, diaries, statistics, telegrams, minutes, expert reports, studies, texts, statements, receipts, returns, summaries, pamphlets, books, booklets, periodicals, prospectuses, interoffice and/or intra office communications, offers, acceptances, approvals, notations, recordings, transcripts of any sort of conversations, telephone calls, meeting or other communications, bulletins, printed matters, computer printouts, teletypes, telefaxes, invoices, work sheets, counterparts, appointment books, charts, graphs, indices, data sheets, data processing cards, data processing tapes, ledgers, financial statements, notes or memoranda of understandings, agreements, working papers, instructions, checks, financial instruments or statements and documents reflecting financing and any and all drafts, alterations, modifications, changes and amendments of any of the foregoing categories of documents. In addition, the term "document" shall mean graphic or aural records and oral presentations of any kind, including without limitation, photographs, charts, graphs, microfiche, microfilm, videotape, recordings, motion pictures, computer tapes, computer diskettes or computer cards and any electronic, mechanical or electric recordings of any kind, including without

limitation, tapes, cassettes, films, discs, recordings and transcriptions of any audio, video or other recordings.

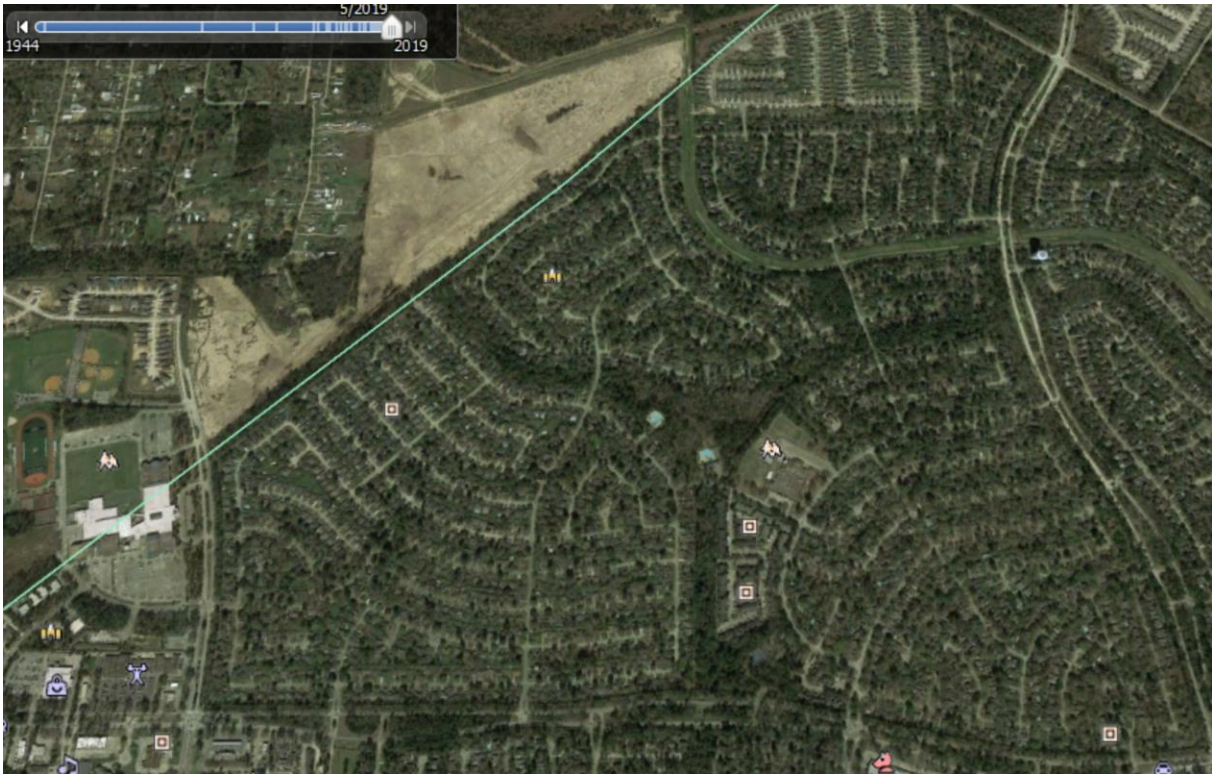
7. As used herein, the term "identify" means, when used in reference to a document means:

- A. its description (e.g., letter memorandum, report, etc.);
- B. its date (if no date appears on the document, then the date of its preparation);
- C. the number of pages;
- D. its subject matter;
- E. the number and subject matter of attachments, if any;
- F. the identity of its author, signor or any person who participated in the preparation;
- G. the identity its addressee or recipient;
- H. the identity of each person to whom copies were sent and each person by whom copies were received;
- I. its present location; and
- J. the identity of its custodians. (If any such document was, but is no longer, in your possession or control, state what disposition was made on it and when.).

8. "TCEQ" refers to the Texas Commission on Environmental Quality.

9. "TPDES" refers to the Texas Pollutant Discharge Elimination System.

10. "Woodridge Forest Development" refers to the development that is northwest of the Elm Grove Subdivision as reflected in the Google Earth photo below:



11. For any requested information about a document that no longer exists or cannot be located, identify the document, state how and when it passed out of existence or when it could no longer be located, and give the reasons for the disappearance. Also, identify each person having knowledge about the disposition or loss, and identify each document evidencing the existence or nonexistence of each document that cannot be located.
  
12. DOCUMENT DESTRUCTION: It is required that all documents and/or other data compilations which might impact on the subject matter of this litigation be preserved and that any ongoing process of document destruction involving such documents cease. In those instances where document destruction has already taken place, it is requested that the documents that would have been relevant to the following discovery request be identified as well as the date of destruction and the individual authorizing, ordering and/or carrying out the destruction.
  
13. Plaintiffs hereby demand that Defendant amend or supplement Defendant's responses to the request for production set forth herein when and to the extent required by Rule 193.5 of the Texas Rules of Civil Procedure.

**PLAINTIFFS' FIRST REQUEST FOR PRODUCTION TO DEFENDANT, PSWA, INC.**

**Produce the following:**

1. Documents which identify the entity and/or individual who was in charge of the Woodridge Forest Development on May 7, 2019.

**RESPONSE:**

2. All Documents pertaining to the Woodridge Forest Development for the period of January 1, 2017 to May 7, 2019.

**RESPONSE:**

3. Statements, interviews, reports, film, tapes, or recordings of Plaintiffs regarding the incident made the basis of this suit.

**RESPONSE:**

4. Statements, affidavits and/or depositions given by persons with knowledge of relevant facts regarding the incident made the basis of this suit.

**RESPONSE:**

5. Personnel files of employees who submitted and/or received incident reports or were involved in the incident complained of in Plaintiffs' petition, including but not limited to personnel files for employees who witnessed this incident; rendered assistance to, came in contact with, installed, repaired, cleaned and/or inspected the site of Woodridge Forest Development and/or Plaintiffs' premises; or engaged in conversation with Plaintiffs regarding the incident made the basis of this lawsuit.

**RESPONSE:**

6. Photographs, media coverage, film, videotape, moving pictures, and/or other electronic depictions of the incident made the basis of this suit, parties and/or witnesses involved in said incident, and/or damages resulting from said incident.

**RESPONSE:**



7. Charts, diagrams, photographs, surveillance photos, films, videos, or any other electronic depictions of the Plaintiffs' residence and/or the site of Woodridge Forest Development and the area adjacent thereto as it was during the period of February 1, 2019 through May 7, 2019.

**RESPONSE:**

8. Incident reports or complaints regarding the incident made the basis of this suit, including reports that have been created by you, your employees, law enforcement officials, government officials, insurance agents involved in the investigation of the incident, or any other individual who has information regarding said incident.

**RESPONSE:**

9. Documents or other items obtained through use of an authorization executed by Plaintiffs.

**RESPONSE:**

10. Documents which evidence or reflect the job duties and/or responsibilities of the person or persons in charge of maintaining/inspecting/supervising the site of Woodridge Forest Development, and identify the job duties of the employees who were charged with the responsibility of maintaining/inspecting/supervising the site of Woodridge Forest Development for the period of February 1, 2019 through May 7, 2019.

**RESPONSE:**

11. Documents which evidence or reflect the person or persons responsible during the time frame of February 1, 2019 through May 7, 2019, utilized in the formation of a roadway or surface at the construction site of Woodridge Forest Development.

**RESPONSE:**

12. Documents which evidence or reflect the person or persons responsible prior to May 7, 2019, for drainage at Woodridge Forest Development.

**RESPONSE:**

13. Documents which evidence or reflect the person or persons responsible during the time

frame of February 1, 2019 through May 7, 2019, for ordering the drainage construction at Woodridge Forest Development.

**RESPONSE:**

14. Documents which evidence or reflect the person or persons present during the time frame of February 1, 2019 through May 7, 2019, at the construction site of Woodridge Forest Development.

**RESPONSE:**

15. A copy of TPDES General Permit TXR15000 regarding discharges of storm water runoff from Woodridge Forest Development.

**RESPONSE:**

16. Documents which evidence or reflect the individual in charge of **compliance** by this Defendant with the terms and conditions of TPDES General Permit TXR15000.

**RESPONSE:**

17. Contracts and/or leases that relate to Woodridge Forest Development.

**RESPONSE:**

18. Documents reflecting training procedures that were used to train your employees on any aspect of proper drainage practices with regards to the storm water run-off in anticipation of a heavy rainfall event and/or tropical storm for Woodridge Forest Development.

**RESPONSE:**

19. Handbooks, rulebooks, training manuals, posted warnings, and/or guidelines given to your employees, pertaining to your safety practices and/or policies in regards to the storage and placement of equipment in anticipation of a heavy rainfall event and/or tropical storm.

**RESPONSE:**

20. Documents stating the proper and/or recommended federal, state, county, or city governmental maintenance or safety guidelines, including but not limited to codes and/or

ordinances, with regards to the storage and placement of equipment in anticipation of a heavy rainfall event and/or tropical storm.

**RESPONSE:**

21. Documents stating the proper and/or recommended federal, state, county, or city governmental maintenance or safety guidelines, including but not limited to codes and/or ordinances, with regards to water discharges from construction sites.

**RESPONSE:**

22. Correspondence, notes, letters, e-mails, facsimiles, memoranda or any other writings generated between you and Plaintiffs, your employees, and/or other defendants, prior to suit being filed.

**RESPONSE:**

23. Correspondence created prior to incident made the basis of this suit that reflects concerns that the storm water drainage in the event of a heavy rainfall could result in flooding of the area in question or surrounding areas.

**RESPONSE:**

24. Reports, citations and/or other documents relating to flooding and/or other damages caused by this Defendant's failure to follow the proper storm water drainage policies and procedures within the ten (10) years prior to the incident made the basis of this suit.

**RESPONSE:**

25. Reports, citations and/or documents relating to safety audits, inspections, or safety code violations, created/issued by your insurance carrier, your risk management department or anyone acting on your behalf, any insurance carrier, and/or federal, state, county or city department and/or agency regarding the discharge of water runoff from construction sites, at the time of and within ten (10) years prior to the incident made the basis of this suit.

**RESPONSE:**

26. Reports, citations and/or documents relating to safety audits, inspections, or safety code violations, created/issued by your insurance carrier, your risk management department or

anyone acting on your behalf, any insurance carrier, and/or federal, state, county or city department and/or agency regarding the discharge of water runoff from construction sites subsequent to the incident made the basis of this suit.

**RESPONSE:**

27. A copy of any indemnity agreement and/or contract with any individual and/or entity from which Defendant would seek indemnification or contribution under the law or pursuant to an agreement/contract for any liability incurred by Defendant in this suit.

**RESPONSE:**

28. Curriculum vitae and bibliography of any consulting expert whose mental impressions or opinions have been reviewed by a testifying expert.

**RESPONSE:**

29. Documents and tangible things, including reports, models, or data compilations, that have been provided or prepared by any consulting expert and reviewed by any testifying expert.

**RESPONSE:**

30. Exhibits you intend to introduce at trial.

**RESPONSE:**

31. Documents, including but not limited to judgments, sentencing, probation, convictions, plea papers, rap sheets, checks, or other writings related to or depicting any criminal conviction for each person you may or will attempt to impeach by evidence of conviction of a crime pursuant to rule 609 of the Texas Rules of Evidence.

**RESPONSE:**

32. Information and/or documents obtained from IDEX pertaining to any expert named or designated either by Plaintiff or Defendants in the present case.

**RESPONSE:**

33. Contracts between this Defendant and any other entity pertaining to inspections and/or work performed on Woodridge Forest Development on the date of the incident made the basis of this lawsuit.

**RESPONSE:**

34. Documents which evidence or reflect Defendant's contention, if it is so alleged, that the incident made the basis of the suit is wholly or partially attributable to a lack of due care on the part of the Plaintiff, or any other third party or defendant.

**RESPONSE:**

35. Documents which evidence or reflect Defendant's contention, if it is so alleged, that Plaintiffs failed to mitigate their damages resulting from the incident made the basis of this lawsuit.

**RESPONSE:**

36. Documents which evidence or reflect Defendant's contention, if it is so alleged, that all flooding risks and dangers involved in the subdivision inhabited by Plaintiffs were open, obvious and known to Plaintiffs.

**RESPONSE:**

37. Documents which evidence or reflect the storm water drainage plan on the site of Woodridge Forest Development in question at the time of the incident made the basis of this lawsuit, including but not limited to surveys, plats, drawings, or specifications.

**RESPONSE:**

38. Any documents concerning any investigations by any government agency regarding the Woodridge Forest Development.

**RESPONSE:**



**PLAINTIFFS ABEL AND NANCY VERA’S FIRST SET OF INTERROGATORIES TO  
DEFENDANT, REBEL CONTRACTORS, INC.**

TO: Defendant, Rebel Contractors, Inc.

COME NOW, Abel and Nancy Vera (collectively referred to as “Plaintiffs”), and serve the attached Interrogatories upon Defendant Rebel Contractors, Inc., as allowed by the Texas Rules of Civil Procedure. Pursuant to the Texas Rules of Civil Procedure, Defendant must answer each interrogatory separately, fully, in writing, and under oath, within 30 days after service of these interrogatories. You are further requested to supplement your responses to these Interrogatories as required by the Texas Rules of Civil Procedure.

Respectfully submitted,

**THE WEBSTER LAW FIRM**

By: /s/ Jason C. Webster  
JASON C. WEBSTER  
State Bar No. 24033318  
HEIDI O. VICKNAIR  
State Bar No. 24046557  
OMAR R. CHAUDHARY  
State Bar No. 24082807  
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713.581.3907 fax  
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**SPURLOCK & ASSOCIATES, P.C.**

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[MCone@spurlocklaw.com](mailto:MCone@spurlocklaw.com)  
17280 West Lake Houston Pkwy.  
Humble, TX 77346  
Tel. (281) 548-0900  
Fax. (281) 446-6553

**ATTORNEYS FOR PLAINTIFFS**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing instrument has been served with Plaintiffs' Original Petition.

**/s/ Jason C. Webster**  
Jason C. Webster



## DEFINITIONS AND INSTRUCTIONS

Plaintiff sets forth the following definitions or abbreviations of various words and phrases which are contained in the following interrogatories. Plaintiff provides the following definitions and abbreviations for the purpose of clarifying the meaning of various words and phrases contained herein in order to expedite discovery, *i.e.*, to help the Defendant, Rebel Contractors, Inc., fully and accurately understand the objectives of Plaintiff's discovery efforts to locate and furnish the relevant information and documents.

1. Parties. The term "“plaintiff” or “defendants” as well as a party’s full or abbreviated name or pronoun referring to a party means the party and, where applicable, its officers, directors, employees, partners, corporate parent, subsidiaries, or affiliates. This definition is not intended to impose a discovery obligation on any person who is not a party to the litigation.
2. Person. The term “person” is defined as any natural person or any business, legal or governmental entity, or association.
3. Document. The term “document” is defined to be synonymous in meaning and equal in scope to the usage of this term in the Texas Rules of Civil Procedure and include computer records in any format. A draft or non-identical copy is a separate document within the meaning of this term.
4. Communication. The term “communication” means the transmittal of information in the form of facts, ideas, inquiries, or otherwise.
5. Identify (person). When referring to a person, “identify” means to give, to the extent known, the person’s full name, present or last known address, and telephone number, and when referring to a natural person, additionally, the present or last known place of employment. Once a person has been identified in compliance with this paragraph, only the name of that person need be listed in response to later discovery requesting the identification of that person.
6. Identify (document). When referring to documents, “identify” means to give, to the extent known, the following information: (a) the type of document; (b) the general subject matter; (c) the date of the document; (d) the authors, addressees, and recipients; (e) the location of the document; (f) the identity of the person who has custody of the document; and (g) whether the document has been destroyed, and if so, (i) the date of its destruction; (ii) the reason for its destruction; and (iii) the identity of the person who destroyed it.
7. Relating. The term “relating” means concerning, referring, describing, evidencing, or constituting, directly or indirectly.
8. All/Each. The terms “all” and “each” shall be construed as “and,” “each,” and “and/or.”

9. Any. The term “any” should be understood in either its most or least inclusive sense as necessary to bring within scope of the discovery request all responses that might otherwise be construed to be outside of its scope.
10. And/Or. The connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed outside of its scope.
11. Number. The use of the singular form of any word includes the plural and vice-versa.
12. The “incident made the basis of this suit” refers to May 7, 2019, the date of the incident out of which this cause of action arises and as described in Plaintiff’s pleadings on file herein, unless the sense appears to the contrary.
13. "TCEQ" refers to the Texas Commission on Environmental Quality.
14. "TPDES" refers to the Texas Pollutant Discharge Elimination System.
15. “Woodridge Forest Development” refers to the subdivided area/land developed northwest of Elm Grove subdivision in Kingwood, Texas.
16. For any requested information about a document that no longer exists or cannot be located, identify the document, state how and when it passed out of existence or when it could no longer be located, and give the reasons for the disappearance. Also, identify each person having knowledge about the disposition or loss, and identify each document evidencing the existence or nonexistence of each document that cannot be located.
17. Plaintiffs hereby demand that defendant amend or supplement Defendant’s answers to the interrogatories set forth herein when and to the extent required by Rule 193.5 of the Texas Rules of Civil Procedure.

**PLAINTIFFS ABEL AND NANCY VERA'S FIRST SET OF INTERROGATORIES TO  
DEFENDANT, REBEL CONTRACTORS, INC.**

1. Identify the person or persons answering these interrogatories, giving their full name, residence and business addresses, occupation and the office each holds with the Defendant.

**ANSWER:**

2. Identify the entity and/or individual who was in charge of the Woodridge Forest Development on May 7, 2019.

**ANSWER:**

3. Explain in your own words your understanding of the sequence of events surrounding the incident made the basis of this suit, how said incident occurred, and the time in which the incident transpired. This is not a request for Defendant to marshal all of its evidence.

**ANSWER:**

4. If you contend that the incident made the basis of this suit is wholly or partially attributable to a lack of due care on the part of the Plaintiffs, or any other third party or defendant, please set forth the basis for each such contention. State in detail any facts that support your answer, including the name, address and telephone number of any persons who may know those facts. This is not a request for Defendant to marshal all of its evidence.

**ANSWER:**

5. If you contend that Plaintiffs failed to mitigate their damages during and/or after the incident made the basis of this suit, please set forth the basis for such a contention. This is not a request for Defendant to marshal all of its evidence.

**ANSWER:**

6. Identify investigations of the incident made the basis of this suit conducted by Defendant prior to anticipation of litigation.

**ANSWER:**

7. In the instant case, on what date did you anticipate litigation as defined by Texas Rules of Civil Procedure and/or current case law?

**ANSWER:**

8. Identify the job duties and/or responsibilities of the person or persons in charge of maintaining/inspecting/supervising the site of Woodridge Forest Development, and please identify the job duties of the employees who were charged with the responsibility of maintaining/inspecting/supervising the site of the Woodridge Forest Development for the period of February 1, 2019 through May 7, 2019.

**ANSWER:**

9. List any contractual agreement(s) between Defendant and other entities or individual(s) regarding Woodridge Forest Development.

**ANSWER:**

10. Identify by name, address, telephone number, employer and job title of the person or persons responsible during the time frame of February 1, 2019 through May 7, 2019, for operating any equipment, clearing the land, installing utilities, moving dirt, or changing the drainage utilized in the formation or at the construction site of Woodridge Forest Development.

**ANSWER:**

11. Identify by name, address, telephone number, employer and job title of the person or persons responsible during the time frame of February 1, 2019 through May 7, 2019, for diverting the storm water run-off or draining of Woodridge Forest Development at the construction site.

**ANSWER:**

12. Identify by name, address, telephone number, employer and job title of the person or persons present during the time frame of May 1, 2019 through May 7, 2019, at the construction site of Woodridge Forest Development.

**ANSWER:**

13. Describe TPDES General Permit TXR15000 regarding discharges of storm water runoff from construction sites and identify the individual in charge of compliance by this Defendant with the terms and conditions of that permit.

**ANSWER:**

14. Explain in detail all safety instructions provided by you to individual workers working on a job site such as Woodridge Forest Development as to the proper drainage prior to the anticipation of a heavy rainfall event and/or tropical storm.

**ANSWER:**

15. Identify any procedures and/or activities taken prior to the rainfall event that occurred on May 7, 2019 which would have or could have prevented the incident made the basis of this suit.

**ANSWER:**

16. Identify all agreements under which any insurer or other person or entity may be liable to satisfy all or part of any judgment which may be rendered against you in this action or to indemnify or reimburse you for any payments made to satisfy such judgment. Include in your answer the name and address of the insurer, the policy numbers, a brief description of the nature of the coverage that may be applicable to this lawsuit, a statement of the limits of the insurer's liability, and, if you have been notified of any actual or potential exclusions or defenses to the insured's liability with regard to this lawsuit, a brief description of such exclusion or defense. If you are reimbursed or indemnified by a person or entity other than an insurer, please identify the agreement under which such indemnification or reimbursement occurs.

**ANSWER:**

17. Identify the owner(s) of the heavy equipment at the construction site of Woodridge Forest Development that were on the construction site during the time frame of the incident made the basis of this lawsuit.

**ANSWER:**

18. State the warnings you gave the Plaintiffs and other residents of the Elm Grove Subdivision that their property could be flooded by the Woodridge Forest Development prior to the

anticipated rainfall event. Include in your answer the date you gave said warnings.

**ANSWER:**

19. State the name, address and telephone number of witnesses you expect to testify at trial.

**ANSWER:**



**PLAINTIFFS ABEL AND NANCY VERA'S FIRST REQUEST FOR PRODUCTION TO  
DEFENDANT, REBEL CONTRACTORS, INC.**

TO: Defendant, Rebel Contractors, Inc.

COME NOW, Abel and Nancy Vera (collectively referred to as "Plaintiffs"), and serve this their First Request for Production on the above named Defendant and request that Defendant, Rebel Contractors, Inc., produce for inspection, copying, and reproduction the documents hereinafter designated, after the expiration of thirty (30) days. Plaintiffs request that the documents be produced in the offices of The Webster Law Firm, 6200 Savoy Drive, Suite 150, Houston, Texas 77036.

You are further requested to supplement your response to this Request for Production as required by the Texas Rules of Civil Procedure.

Respectfully submitted,

**THE WEBSTER LAW FIRM**

*/s/ Jason C. Webster*

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**ATTORNEYS FOR PLAINTIFFS**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing instrument has been served with Plaintiffs' Original Petition.

/s/ Jason C. Webster

Jason C. Webster

## DEFINITIONS

1. Parties. The term “plaintiff” or “defendants” as well as a party’s full or abbreviated name or pronoun referring to a party means the party and, where applicable, its officers, directors, employees, partners, corporate parent, subsidiaries, or affiliates. This definition is not intended to impose a discovery obligation on any person who is not a party to the litigation.
2. The term "person" shall mean any natural person, corporation, partnership, company, trust, association, joint venture, proprietorship, firm or any other business or legal entity of any kind.
3. The “incident made the basis of this suit” refers to May 7, 2019, the date of the incident out of which this cause of action arises and as described in Plaintiff’s pleadings on file herein, unless the sense appears to the contrary.
4. As used herein, the term "referring or relating to" (or any form thereof) means constituting, reflecting, respecting, mentioning, describing, pertaining to, connected with, supporting, contradicting, stating, recording, noting, embodying, containing, studying, analyzing, discussing, regarding or evaluating.
5. As used herein, the term "identify" means, when used in reference to a natural person, his or her: (a) full name; (b) home address and telephone number; (c) business address and telephone number; (d) present or last known position, business affiliation and job description; and (e) business position at the time of the transaction covered by the interrogatory answer.
6. The term "document" shall mean all writings and means of communication of any kind, including the original and all non-identical copies, whether different from the original by reason of any notation made on such copies or otherwise. The term "document" shall include without limitation, letters, correspondence, memoranda, notes, diaries, statistics, telegrams, minutes, expert reports, studies, texts, statements, receipts, returns, summaries, pamphlets, books, booklets, periodicals, prospectuses, interoffice and/or intra office communications, offers, acceptances, approvals, notations, recordings, transcripts of any sort of conversations, telephone calls, meeting or other communications, bulletins, printed matters, computer printouts, teletypes, telefaxes, invoices, work sheets, counterparts, appointment books, charts, graphs, indices, data sheets, data processing cards, data processing tapes, ledgers, financial statements, notes or memoranda of understandings, agreements, working papers, instructions, checks, financial instruments or statements and documents reflecting financing and any and all drafts, alterations, modifications, changes and amendments of any of the foregoing categories of documents. In addition, the term "document" shall mean graphic or aural records and oral presentations of any kind, including without limitation, photographs, charts, graphs, microfiche, microfilm, videotape, recordings, motion pictures, computer tapes, computer diskettes or computer cards and any electronic, mechanical or electric recordings of any kind, including without

limitation, tapes, cassettes, films, discs, recordings and transcriptions of any audio, video or other recordings.

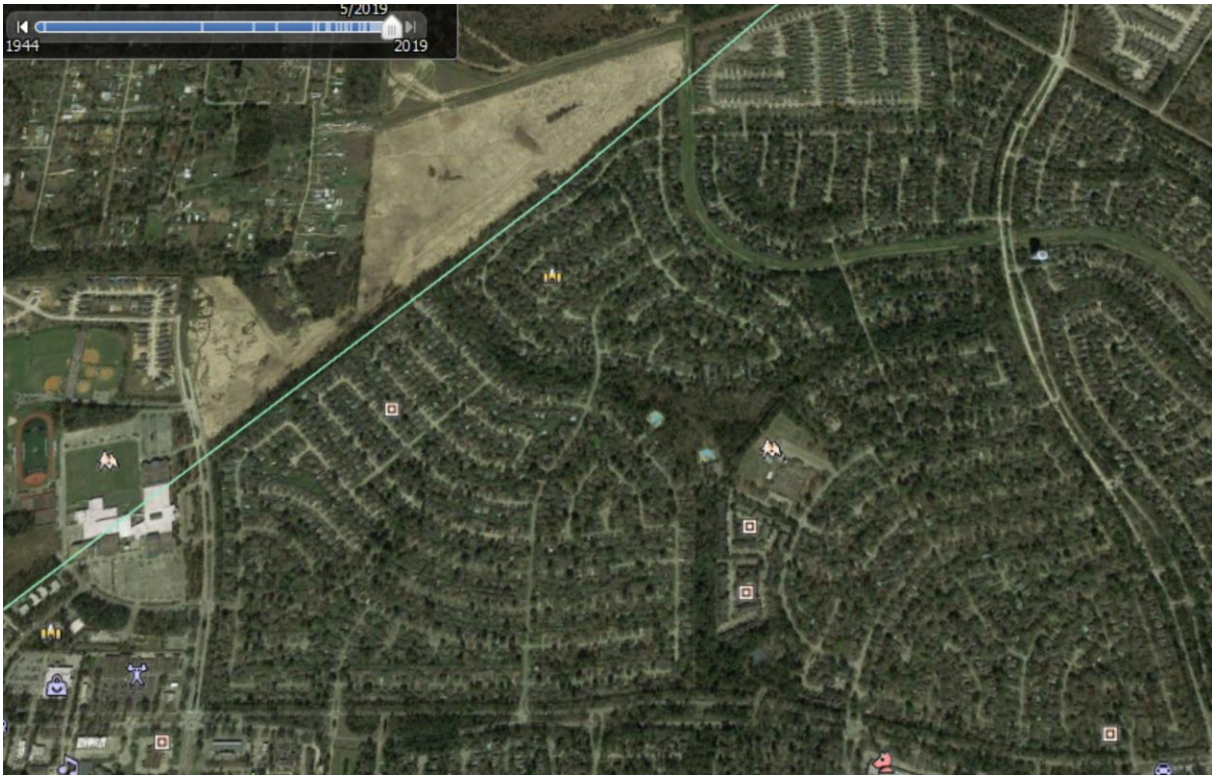
7. As used herein, the term "identify" means, when used in reference to a document means:

- A. its description (e.g., letter memorandum, report, etc.);
- B. its date (if no date appears on the document, then the date of its preparation);
- C. the number of pages;
- D. its subject matter;
- E. the number and subject matter of attachments, if any;
- F. the identity of its author, signor or any person who participated in the preparation;
- G. the identity its addressee or recipient;
- H. the identity of each person to whom copies were sent and each person by whom copies were received;
- I. its present location; and
- J. the identity of its custodians. (If any such document was, but is no longer, in your possession or control, state what disposition was made on it and when.).

8. "TCEQ" refers to the Texas Commission on Environmental Quality.

9. "TPDES" refers to the Texas Pollutant Discharge Elimination System.

10. "Woodridge Forest Development" refers to the development that is northwest of the Elm Grove Subdivision as reflected in the Google Earth photo below:



11. For any requested information about a document that no longer exists or cannot be located, identify the document, state how and when it passed out of existence or when it could no longer be located, and give the reasons for the disappearance. Also, identify each person having knowledge about the disposition or loss, and identify each document evidencing the existence or nonexistence of each document that cannot be located.
  
12. DOCUMENT DESTRUCTION: It is required that all documents and/or other data compilations which might impact on the subject matter of this litigation be preserved and that any ongoing process of document destruction involving such documents cease. In those instances where document destruction has already taken place, it is requested that the documents that would have been relevant to the following discovery request be identified as well as the date of destruction and the individual authorizing, ordering and/or carrying out the destruction.
  
13. Plaintiffs hereby demand that Defendant amend or supplement Defendant's responses to the request for production set forth herein when and to the extent required by Rule 193.5 of the Texas Rules of Civil Procedure.

**PLAINTIFFS ABEL AND NANCY VERA'S FIRST REQUEST FOR PRODUCTION TO  
DEFENDANT, REBEL CONTRACTORS, INC.**

**Produce the following:**

1. Documents which identify the entity and/or individual who was in charge of the Woodridge Forest Development on May 7, 2019.

**RESPONSE:**

2. All Documents pertaining to the Woodridge Forest Development for the period of January 1, 2017 to May 7, 2019.

**RESPONSE:**

3. Statements, interviews, reports, film, tapes, or recordings of Plaintiffs regarding the incident made the basis of this suit.

**RESPONSE:**

4. Statements, affidavits and/or depositions given by persons with knowledge of relevant facts regarding the incident made the basis of this suit.

**RESPONSE:**

5. Personnel files of employees who submitted and/or received incident reports or were involved in the incident complained of in Plaintiffs' petition, including but not limited to personnel files for employees who witnessed this incident; rendered assistance to, came in contact with, installed, repaired, cleaned and/or inspected the site of Woodridge Forest Development and/or Plaintiffs' premises; or engaged in conversation with Plaintiffs regarding the incident made the basis of this lawsuit.

**RESPONSE:**

6. Photographs, media coverage, film, videotape, moving pictures, and/or other electronic depictions of the incident made the basis of this suit, parties and/or witnesses involved in said incident, and/or damages resulting from said incident.

**RESPONSE:**

7. Charts, diagrams, photographs, surveillance photos, films, videos, or any other electronic depictions of the Plaintiffs' residence and/or the site of Woodridge Forest Development and the area adjacent thereto as it was during the period of February 1, 2019 through May 7, 2019.

**RESPONSE:**

8. Incident reports or complaints regarding the incident made the basis of this suit, including reports that have been created by you, your employees, law enforcement officials, government officials, insurance agents involved in the investigation of the incident, or any other individual who has information regarding said incident.

**RESPONSE:**

9. Documents or other items obtained through use of an authorization executed by Plaintiffs.

**RESPONSE:**

10. Documents which evidence or reflect the job duties and/or responsibilities of the person or persons in charge of maintaining/inspecting/supervising the site of Woodridge Forest Development, and identify the job duties of the employees who were charged with the responsibility of maintaining/inspecting/supervising the site of Woodridge Forest Development for the period of February 1, 2019 through May 7, 2019.

**RESPONSE:**

11. Documents which evidence or reflect the person or persons responsible during the time frame of February 1, 2019 through May 7, 2019, utilized in the formation of a roadway or surface at the construction site of Woodridge Forest Development.

**RESPONSE:**

12. Documents which evidence or reflect the person or persons responsible prior to May 7, 2019, for drainage at Woodridge Forest Development.

**RESPONSE:**

13. Documents which evidence or reflect the person or persons responsible during the time frame of February 1, 2019 through May 7, 2019, for ordering the drainage construction at Woodridge Forest Development.

**RESPONSE:**

14. Documents which evidence or reflect the person or persons present during the time frame of February 1, 2019 through May 7, 2019, at the construction site of Woodridge Forest Development.

**RESPONSE:**

15. A copy of TPDES General Permit TXR15000 regarding discharges of storm water runoff from Woodridge Forest Development.

**RESPONSE:**

16. Documents which evidence or reflect the individual in charge of **compliance** by this Defendant with the terms and conditions of TPDES General Permit TXR15000.

**RESPONSE:**

17. Contracts and/or leases that relate to Woodridge Forest Development.

**RESPONSE:**

18. Documents reflecting training procedures that were used to train your employees on any aspect of proper drainage practices with regards to the storm water run-off in anticipation of a heavy rainfall event and/or tropical storm for Woodridge Forest Development.

**RESPONSE:**

19. Handbooks, rulebooks, training manuals, posted warnings, and/or guidelines given to your employees, pertaining to your safety practices and/or policies in regards to the storage and placement of equipment in anticipation of a heavy rainfall event and/or tropical storm.

**RESPONSE:**

20. Documents stating the proper and/or recommended federal, state, county, or city governmental maintenance or safety guidelines, including but not limited to codes and/or ordinances, with regards to the storage and placement of equipment in anticipation of a heavy rainfall event and/or tropical storm.

**RESPONSE:**

21. Documents stating the proper and/or recommended federal, state, county, or city governmental maintenance or safety guidelines, including but not limited to codes and/or ordinances, with regards to water discharges from construction sites.

**RESPONSE:**

22. Correspondence, notes, letters, e-mails, facsimiles, memoranda or any other writings generated between you and Plaintiffs, your employees, and/or other defendants, prior to suit being filed.

**RESPONSE:**

23. Correspondence created prior to incident made the basis of this suit that reflects concerns that the storm water drainage in the event of a heavy rainfall could result in flooding of the area in question or surrounding areas.

**RESPONSE:**

24. Reports, citations and/or other documents relating to flooding and/or other damages caused by this Defendant's failure to follow the proper storm water drainage policies and procedures within the ten (10) years prior to the incident made the basis of this suit.

**RESPONSE:**

25. Reports, citations and/or documents relating to safety audits, inspections, or safety code violations, created/issued by your insurance carrier, your risk management department or anyone acting on your behalf, any insurance carrier, and/or federal, state, county or city department and/or agency regarding the discharge of water runoff from construction sites, at the time of and within ten (10) years prior to the incident made the basis of this suit.

**RESPONSE:**



26. Reports, citations and/or documents relating to safety audits, inspections, or safety code violations, created/issued by your insurance carrier, your risk management department or anyone acting on your behalf, any insurance carrier, and/or federal, state, county or city department and/or agency regarding the discharge of water runoff from construction sites subsequent to the incident made the basis of this suit.

**RESPONSE:**

27. A copy of any indemnity agreement and/or contract with any individual and/or entity from which Defendant would seek indemnification or contribution under the law or pursuant to an agreement/contract for any liability incurred by Defendant in this suit.

**RESPONSE:**

28. Curriculum vitae and bibliography of any consulting expert whose mental impressions or opinions have been reviewed by a testifying expert.

**RESPONSE:**

29. Documents and tangible things, including reports, models, or data compilations, that have been provided or prepared by any consulting expert and reviewed by any testifying expert.

**RESPONSE:**

30. Exhibits you intend to introduce at trial.

**RESPONSE:**

31. Documents, including but not limited to judgments, sentencing, probation, convictions, plea papers, rap sheets, checks, or other writings related to or depicting any criminal conviction for each person you may or will attempt to impeach by evidence of conviction of a crime pursuant to rule 609 of the Texas Rules of Evidence.

**RESPONSE:**

32. Information and/or documents obtained from IDEX pertaining to any expert named or designated either by Plaintiff or Defendants in the present case.

**RESPONSE:**

33. Contracts between this Defendant and any other entity pertaining to inspections and/or work performed on Woodridge Forest Development on the date of the incident made the basis of this lawsuit.

**RESPONSE:**

34. Documents which evidence or reflect Defendant's contention, if it is so alleged, that the incident made the basis of the suit is wholly or partially attributable to a lack of due care on the part of the Plaintiff, or any other third party or defendant.

**RESPONSE:**

35. Documents which evidence or reflect Defendant's contention, if it is so alleged, that Plaintiffs failed to mitigate their damages resulting from the incident made the basis of this lawsuit.

**RESPONSE:**

36. Documents which evidence or reflect Defendant's contention, if it is so alleged, that all flooding risks and dangers involved in the subdivision inhabited by Plaintiffs were open, obvious and known to Plaintiffs.

**RESPONSE:**

37. Documents which evidence or reflect the storm water drainage plan on the site of Woodridge Forest Development in question at the time of the incident made the basis of this lawsuit, including but not limited to surveys, plats, drawings, or specifications.

**RESPONSE:**

38. Any documents concerning any investigations by any government agency regarding the Woodridge Forest Development.

**RESPONSE:**