



Pursuant to the TEXAS RULES OF CIVIL PROCEDURE, Defendants must disclose the information and documents listed in Rule 194.2(b)(1) - (12).

This mandatory discovery must be produced to the office of Plaintiffs' attorneys no later than thirty (30) days after the first answer or general appearance is filed.

Pursuant to TEXAS RULE OF CIVIL PROCEDURE Rule 99(c) you are advised:

"You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty (20) days after you were served this citation and petition, a default judgment may be taken against you.

In addition to filing a written answer with the clerk, you are required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at www.TexasLawHelp.org."

II.

PARTIES

Plaintiff, **SHANNON SHEEHAN, Individually and as Representative of the Estate of MICHAEL SHEEHAN, Deceased**, is a resident of Texas.

Plaintiffs, **RICHARD SHEEHAN, SR., Individually and SHEILA BUTLER, Individually**, are residents of Texas and Mississippi, respectively.

The **SHEEHAN** Plaintiffs consist of his Widow, Estate and parents, and are referred to collectively as "**SHEEHANs**".



Defendant, **TESLA, INC. (“TESLA”)**, is domestic for-profit corporation doing business in Texas, and may be served through its registered agent, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136, USA.

Defendant, **3180 BAR, LLC d/b/a The Barn Whiskey Bar (“WHISKEY BAR”)**, is a domestic limited liability company doing business in Texas, and may be served through its registered agent, Burleson & Craig, PLLC, 1533 W. Alabama, Suite 100, Houston, Texas 77006, USA.

III.

VENUE AND JURISDICTION

Venue is proper in Harris County, Texas pursuant to Section 15.002(a)(1) of the TEXAS CIVIL PRACTICE & REMEDIES CODE.

The subject matter in controversy is within the jurisdictional limits of this court. Plaintiffs seek monetary relief over \$1,000,000.00. This court has jurisdiction over the parties because the Defendants operate in Texas.

IV.

FACTS

On April 25, 2024, **MICHAEL SHEEHAN** purchased a 2024 Tesla Cybertruck and took delivery of the vehicle from Tesla Service Houston-Cypress, a Tesla, Inc. service dealership located at 19820 Hempstead Highway, Houston, Harris County, Texas 77065. Tesla Service Houston-Cypress is a showroom, service center and supercharging location where customers receive instructions and delivery of their new Tesla vehicles.



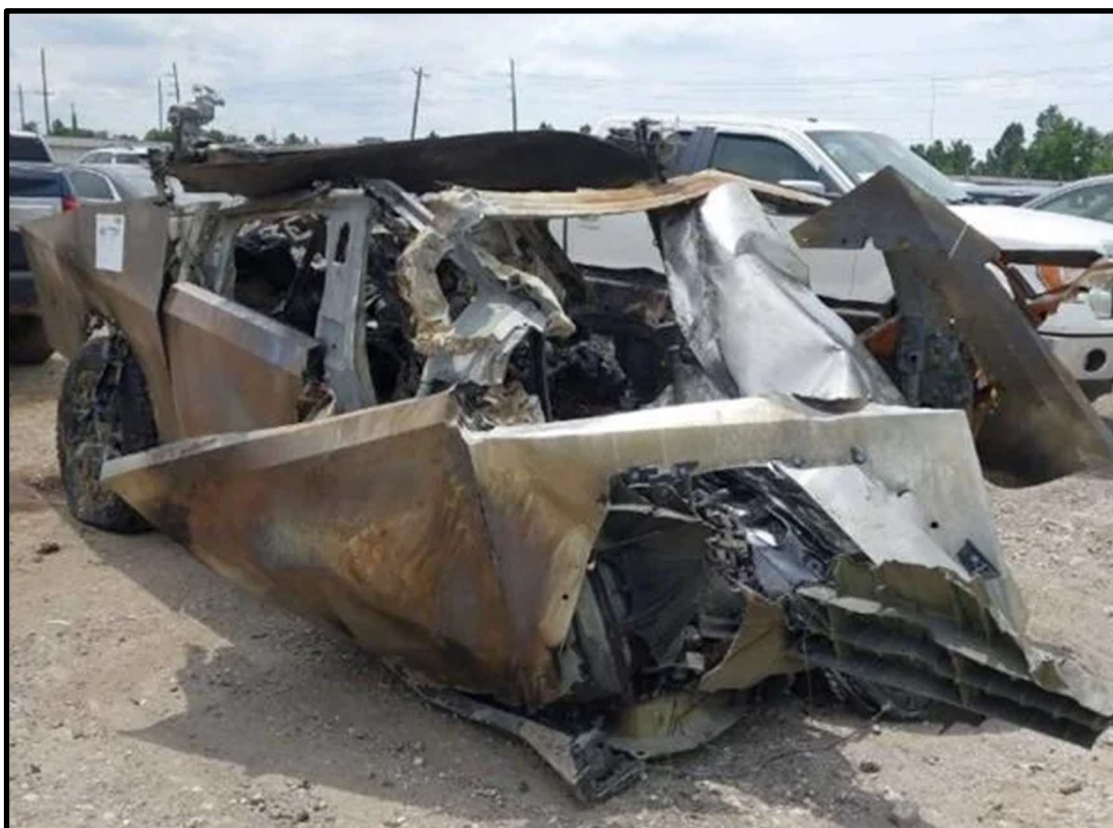
MICHAEL SHEEHAN received instructions and took delivery of his 2024 Cybertruck from Tesla Service Houston-Cypress facility.

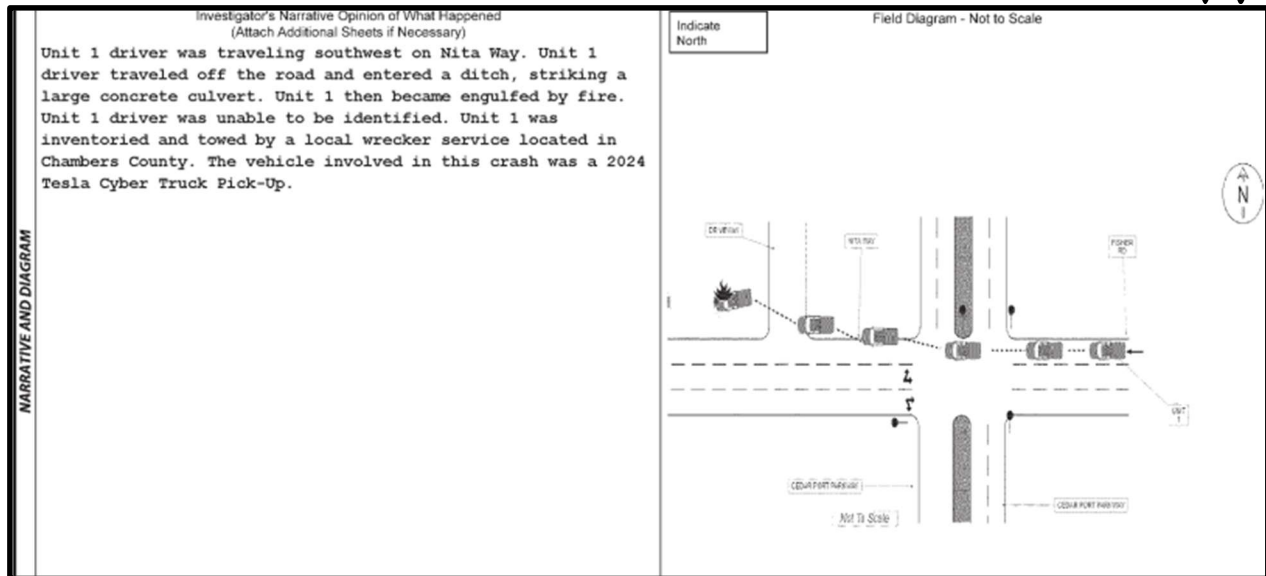
102 days later, on August 5, 2024, **MICHAEL SHEEHAN's** 2024 Tesla Cybertruck (“**BURNING CYBERTRUCK**”) left the road, struck a culvert, and caught fire. **MICHAEL SHEEHAN** was trapped inside the vehicle. He burned to death at 5000°F—a fire so hot his bones experienced thermal fracture.

This was a single-vehicle crash. The structure of the **BURNING CYBERTRUCK** was compromised, but the crash forces themselves were survivable . . . *except for the fire, ergonomic shortcomings, and deficient crashworthiness.*

Vehicle deformation contributed to the fire, and **MICHAEL SHEEHAN's** inability to escape the burning truck.







V.

CAUSES OF ACTION AGAINST TESLA, INC.

A. Strict Liability – Defective Design

The **BURNING CYBERTRUCK** was defectively designed.

There were conditions that rendered the product unreasonably dangerous as designed, taking into consideration the utility of the product and the risk involved in its use. There were safer alternative designs that would have prevented or significantly reduced the risk of injury and/or occurrence without substantially impairing the product's utility, and which safer alternative designs were both economically and technologically feasible at the time the **BURNING CYBERTRUCK** left **TESLA's** control.

Design deficiencies caused the fire and contributed to **MICHAEL SHEEHAN's** untimely death. More specifically, but not by way of limitation, the **BURNING CYBERTRUCK** was defectively designed in at least one or more of the following particulars:



- **Battery cell chemistry used is hyper volatile and susceptible to thermal runaway**
- **Alternative battery cell chemistry with slower thermal propagation readily available, which allows longer time to escape post-crash**
- **Material selection and structural design defects**
- **Susceptible to mechanical damage induced thermal runaway due to:**
 - **electrochemistry used in battery cells**
 - **construction of battery cells, modules, and packs**
 - **lack of insulative materials**
 - **lack of intumescent materials in battery cells, modules, and packs; and**
 - **location and size of vents in modules and packs**
- **Not crashworthy due to:**
 - **Location and design of battery cells, modules, and packs**
 - **Structure, size (aspect ratio), material selection, and proximity of drive motors to battery modules and lack of protection in crash**
 - **Design of energy absorbing structures in proximity to battery modules; and**
 - **No consideration for movement of components during crash sequence**
- **Inability for occupants to open doors once power is lost**
- **External door handles don't open properly**
- **Alternate interior door handles are unreasonably difficult to locate in an emergency**
- **Insufficient warnings or training to occupants regarding safe exit procedures post-crash.**



The **BURNING CYBERTRUCK** design defects constituted a producing cause of the injury and/or occurrence in question.

B. Strict Liability – Marketing Defect

The BURNING CYBERTRUCK was defectively marketed.

TESLA failed to give adequate warnings of the product's dangers that were known or by the application of reasonably developed human skill and foresight should have been known.

TESLA failed to give adequate instructions to avoid the product's dangers that were known or by the application of reasonably developed human skill and foresight should have been known.

These failures rendered the product unreasonably dangerous as marketed.

The marketing defects rendered the **BURNING CYBERTRUCK** unseasonably dangerous to an extent beyond that which would be contemplated by the ordinary user of the product, with the ordinary knowledge common to the community as to the product's characteristics.

The **BURNING CYBERTRUCK** marketing defects were a producing cause of the injury and/or occurrence in question.

C. Negligence

TESLA was negligent in the design, manufacturing, testing, inspection, marketing, instruction, and selling of the **BURNING CYBERTRUCK**.

Among other things, (a) the **BURNING CYBERTRUCK** presented an unreasonable fire risk in a crash; (b) the battery fuel system was defective; (c) the door



design was deficient such that it prevented occupants from timely exiting the vehicle; (d) lack of adequate warnings or instructions regarding exit procedures; and (e) negligent training at the time of delivery.

TESLA's failures were a proximate cause of the injury and/or occurrence in question.

D. Gross Negligence

TESLA was grossly negligent.

Gross Negligence pursuant to TEXAS CIVIL PRACTICE & REMEDIES CODE §§ 41.001(11)(A)–(B) means an act or omission:

- a. which when viewed objectively from the standpoint of the actor at the time of its occurrence involves an extreme degree of risk, considering the probability and magnitude of the potential harm to others; and
- b. of which the actor has actual, subjective awareness of the risk involved, but nevertheless proceeds with conscious indifference to the rights, safety, or welfare of others.

TESLA conduct constituted gross negligence as defined in TEXAS CIVIL PRACTICE & REMEDIES CODE §§ 41.001(11)(A)–(B).

TESLA's conduct involved an extreme degree of risk, considering the probability and magnitude of the potential harm to **MICHAEL SHEEHAN**. **TESLA** had actual, subjective awareness of the risks, but nevertheless, proceeded with conscious indifference to the rights, safety, and/or welfare of **MICHAEL SHEEHAN**.

TESLA's gross negligence proximately caused the injury and/or occurrence in question.



VI.

CAUSES OF ACTION AGAINST 3180 BAR, LLC DBA THE BARN WHISKEY BAR

A. Dram Shop Liability

WHISKEY BAR is liable and accountable for the injuries, death and damages caused by and stemming from the occurrence in question pursuant to the TEXAS ALCOHOLIC BEVERAGE CODE, §2.02, *et seq.* (referred to as the “TEXAS DRAM SHOP ACT”).

WHISKEY BAR over-served **MICHAEL SHEEHAN** alcohol on the night in question. **WHISKEY BAR** is vicariously liable for its bartenders’ conduct.

At all relevant times, **WHISKEY BAR** was a provider of alcohol under the authority of a license or permit issued by the TEXAS ALCOHOLIC BEVERAGE COMMISSION. **WHISKEY BAR** had a statutory duty pursuant to the TEXAS DRAM SHOP ACT to refrain from serving alcohol to obviously intoxicated patrons.

The TEXAS DRAM SHOP ACT provides a statutory cause of action against bartenders who served **MICHAEL SHEEHAN** alcohol the night of the incident, as well as **WHISKEY BAR** as follows:

- a. Providing, selling, or serving alcohol to **MICHAEL SHEEHAN**;
- b. When it was apparent to the provider that **MICHAEL SHEEHAN** was obviously intoxicated to the extent that he presented a clear danger to himself and others; and
- c. **MICHAEL SHEEHAN**’s intoxication was a proximate cause of the damages suffered.



The TEXAS DRAM SHOP ACT (TEX. ALC. BEV. CODE §6.05) further provides for Corporate Liability of **WHISKEY BAR** pursuant to and for violation of the TEXAS DRAM SHOP ACT, individually and/or through the principles of Single Enterprise, Joint Venture, Agency, Partnership, or other Texas principles governing vicarious liability.

WHISKEY BAR breached its legal duty to **MICHAEL SHEEHAN** due to its actions and/or inactions. **MICHAEL SHEEHAN's** death was proximately caused by **WHISKEY BAR's** failures to discharge its duty.

B. Negligence

WHISKEY BAR failed to discharge its legal duties to MICHAEL SHEEHAN.

WHISKEY BAR breached its duties to **MICHAEL SHEEHAN**.

WHISKEY BAR's negligent, careless, and reckless disregard of its duty consisted of the following acts and omissions, based on the information and belief:

- a. **WHISKEY BAR** served **MICHAEL SHEEHAN** an excessive amount of alcohol;
- b. **WHISKEY BAR** served alcohol to **MICHAEL SHEEHAN** who was clearly intoxicated;
- c. **WHISKEY BAR** failed to provide proper training to its employees and staff;
- d. **WHISKEY BAR** failed to monitor **MICHAEL SHEEHAN's** alcohol consumption;
- e. **WHISKEY BAR** failed to observe and/or monitor **MICHAEL SHEEHAN's** control over his mental and physical faculties;
- f. **WHISKEY BAR** failed to provide a sober driver for **MICHAEL SHEEHAN**;
- g. **WHISKEY BAR** failed to provide non-alcoholic drinks;



- h. **WHISKEY BAR** adopted a policy allowing its employee/ agents consume alcohol; and
- i. Other negligent acts.

WHISKEY BAR's failures constituted a proximate cause of the occurrence in question.

C. Negligent Hiring, Supervision, Training and Retention

WHISKEY BAR failed to ascertain the qualifications and competence of their employees/agents. Moreover, **WHISKEY BAR** aided/allowed **MICHAEL SHEEHAN** to become intoxicated or was willfully blind to his consumption of alcohol. Therefore, **WHISKEY BAR** is liable for the negligent hiring, supervision, training, and retention of an incompetent and unfit employee/ agent that, by the exercise of reasonable care in hiring, supervising, training, and retaining its employees/agents.

Each of these acts and omissions, singularly or in combination with others, constituted negligence, which proximately caused the occurrence in question.

D. Gross Negligence

WHISKEY BAR was grossly negligent.

WHISKEY BAR served **MICHAEL SHEEHAN** a dangerous amount of alcohol prior to him operating a motor vehicle, which constituted gross negligence as defined by TEXAS CIVIL PRACTICE & REMEDIES CODE § 41.001(11)(A)-(B). **WHISKEY BAR** is liable to **SHEEHANs** for gross negligence—to wit:

- a. **WHISKEY BAR** consciously and/or deliberately engaged in a reckless, willful, and/ or wanton act by and through their actions and/or inactions. **WHISKEY BAR** should be liable for punitive and exemplary damages; and



b. **WHISKEY BAR's** actions proximately caused injury to **MICHAEL SHEEHAN**.

WHISKEY BAR's conduct constituted gross negligence as defined in TEXAS CIVIL PRACTICE & REMEDIES CODE §§ 41.001(11)(A)–(B).

WHISKEY BAR's conduct involved an extreme degree of risk, considering the probability and magnitude of the potential harm to **MICHAEL SHEEHAN**. **WHISKEY BAR** had actual, subjective awareness of the risks, but nevertheless, proceeded with conscious indifference to the rights, safety, and/or welfare of **MICHAEL SHEEHAN**.

WHISKEY BAR's gross negligence proximately caused the occurrence in question.

VII.

EXEMPLARY DAMAGES

SHEEHANs' right to recover Exemplary Damages as a result of the severe injuries and untimely death of **MICHAEL SHEEHAN** is constitutionally protected.

The TEXAS CIVIL PRACTICE & REMEDIES CODE Chapter 41 provides a statutory right to exemplary damages.

The Texas Supreme Court in *El Chico vs. Poole* recognized a common law Dram Shop negligence cause of action some seven days prior to the enactment of Section 2.02 and 2.03 of the TEXAS ALCOHOLIC BEVERAGE CODE.



VIII.

WRONGFUL DEATH CLAIMS

SHEEHANs maintain claims pursuant to Sections 71.001, *et seq.* of the TEXAS CIVIL PRACTICE & REMEDIES CODE, commonly referred to as the TEXAS WRONGFUL DEATH ACT.

SHEEHANs constitute all beneficiaries entitled to recovery for (a) pecuniary losses including (i) loss of advice and counsel, and (ii) loss of services; (b) mental anguish; (c) loss of companionship and society; and (d) loss of inheritance.

IX.

SURVIVAL ACT CLAIMS

SHANNON SHEEHAN maintains claims pursuant to Sections 71.021, *et seq.* of the TEXAS CIVIL PRACTICE & REMEDIES CODE, commonly referred to as the TEXAS SURVIVAL ACT ACT.

SHANNON SHEEHAN, as Representative of the Estate of MICHAEL SHEEHAN, Deceased, seeks conscious physical pain and suffering and mental anguish suffered in the last minutes of his life, together with funeral and burial expenses.

X.

JURY TRIAL

SHEEHANs respectfully demand a trial by jury.



XI.

PRE-JUDGMENT AND POST-JUDGMENT INTEREST

SHEEHANs seek pre-judgment and post judgment interest on the Judgment.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs **SHANNON SHEEHAN, Individually and as Representative of the Estate of MICHAEL SHEEHAN, Deceased, and RICHARD SHEEHAN, SR., Individually and SHEILA BUTLER, Individually** pray this Court enter Judgment against **TESLA, INC. and 3180 BAR, LLC d/b/a THE BARN WHISKEY BAR**, awarding Actual Damages, jointly and severally, and Exemplary Damages unique as per each Defendant's egregious conduct.

SHEEHANs further pray for such other relief, both at law and in equity, to which they may be justly entitled.

Respectfully submitted,

THE WEST LAW FIRM

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