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CAUSE NO. DC-26-01736

HEATHER HARRISON AND MITCHELL HARRISON, INDIVIDUALLY, AS REPRESENTATIVES OF THE ESTATE OF D.H., A MINOR (DECEASED),	§	**IN THE DISTRICT COURT OF**
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	§	160th
	§	
	§	
Plaintiffs,	§	
	§	
v.	§	**DALLAS COUNTY, TEXAS**
	§	
SCUBATOYS ENTERPRISES, LLC; SCUBA RANCH AND RECREATION PARKS, LLC, D/B/A THE SCUBA RANCH; PADI AMERICAS, INC.; PADI WORLDWIDE CORPORATION; NAUI SERVICES GROUP, INC.; NATIONAL ASSOCIATION OF UNDERWATER INSTRUCTORS, INC.; SCUBA KNAUER, LLC; JONATHAN ROUSSEL; GREGORY KNAUER; JOSEPH JOHNSON; AND WILLIAM ARMSTRONG;	§	
Defendants.		**_____ JUDICIAL DISTRICT**

PLAINTIFFS' ORIGINAL PETITION,
REQUEST FOR DISCLOSURE, AND JURY DEMAND

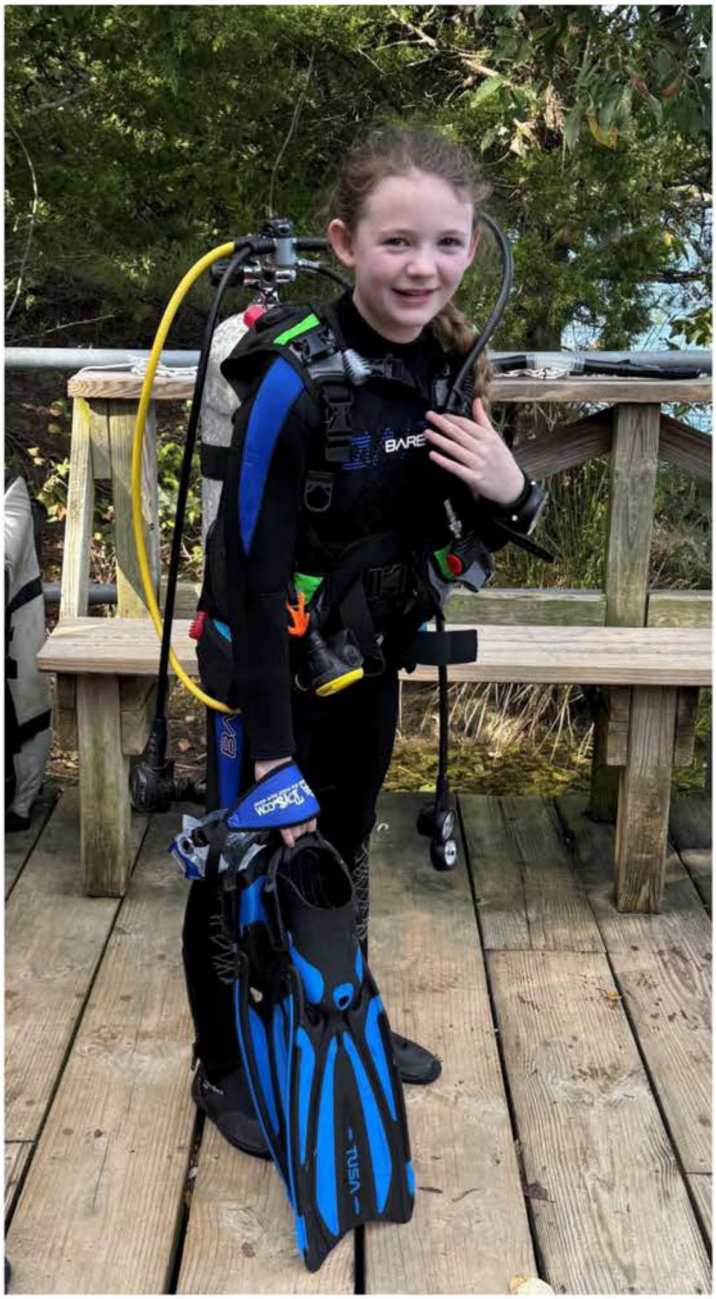
TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiffs Heather Harrison and Mitchell Harrison, Individually, as the Independent Administrators and Personal Representatives of the Estate of D.H., a minor (deceased) (collectively, "Plaintiffs"), file this Original Petition, Request for Disclosure, and Jury Demand complaining of Defendants Scubatoys Enterprises, LLC; Scuba Ranch and Recreation Parks, LLC, d/b/a The Scuba Ranch; PADI Americas, Inc.; PADI Worldwide Corporation; NAUI Services Group, Inc.; National Association of Underwater Instructors, Inc.; Scuba Knauer, LLC; Jonathan

Roussel; Gregory Knauer; Joseph Johnson and William Armstrong (collectively, "Defendants"); and respectfully shows the Court as follows:

INTRODUCTION

1. This action arises from the tragic death of D.H., who drowned during a scuba diving certification training dive on August 16, 2025, in Terrell, Texas. She was a 12-year-old child.



2. D.H. was an only child, home schooled by her two parents, Heather and Mitchell Harrison, who also worked from home. She was an inquisitive, curious child, enthralled with nature, science and animals. She wanted to be a veterinarian when she finished school, and she was eager to explore the underwater world.

3. The death of 12-year-old D.H. is incomprehensibly tragic—a tragedy compounded by the fact that it was utterly senseless and entirely preventable.

4. This child's death resulted from systemic safety failures that have plagued the scuba diving industry for years—failures that Defendants were aware of before this tragedy, yet turned a blind eye to.

DISCOVERY CONTROL PLAN

5. Pursuant to Rule 190.1 of the Texas Rules of Civil Procedure, Plaintiffs intend to proceed with discovery under Level 3 as set forth in Rule 190.4 of the Texas Rules of Civil Procedure.

PARTIES

6. Plaintiff Heather Harrison is an individual and resident of Texas. Heather is the mother of D.H., a minor (deceased). She brings this case on her own behalf as well as in her capacity as the Independent Administrator and Personal Representative of the Estate of D.H. (deceased). The last three numbers of her driver's license are 231 and the last three digits of her social security number are 333.

7. Plaintiff Mitchell Harrison is an individual and resident of Texas. Mitchell is the father of D.H., a minor (deceased). He brings this case on her own behalf as well as in his capacity as the Independent Administrator and Personal Representative of the Estate of D.H. (deceased). The last three numbers of his driver's license are 105 and the last three digits of his social security number are

738.

8. Defendant Scubatoys Enterprises, LLC ("Scubatoys") is a domestic limited liability company organized under the laws of the State of Texas. Scubatoys maintains its principal place of business in the State of Texas at 1609 S. Interstate 35E, Carrollton, TX 75006. Scubatoys provided scuba diving training and equipment to D.H. It may be served with process by serving its registered agent, Joe Howard Johnson, at 1609 S. Interstate 35E, Carrollton, TX 75006, or wherever he may be found.

9. Defendant Scuba Ranch and Recreation Parks, LLC, d/b/a the Scuba Ranch ("Scuba Ranch") is a domestic limited liability company organized under the laws of the State of Texas. Scuba Ranch maintains its principal place of business in the State of Texas at 7525 Sunset Blvd., Rowlett, TX 75088. Scuba Ranch owns and operates a 22-acre recreational scuba diving facility with a spring fed lake. It may be served with process by serving its registered agent, Michelle Chumley, at 2404 Racheal Dr., Heath, TX 75032, or wherever she may be found.

10. Defendant PADI Americas, Inc. ("PADI Americas") is a foreign corporation organized under the laws of the State of California. PADI Americas, Inc. conducts a substantial amount of business in Texas and that business activity gives rise to the claims at issue in this case. PADI Americas, Inc. can be served through its registered agent, Chad Kuehn, at 30151 Tomas Rancho, Santa Margarita, CA 92688, or wherever he may be found.

11. Defendant PADI Worldwide Corporation ("PADI Worldwide") is a foreign corporation organized under the laws of the State of California. Padi Worldwide Corporation conducts a substantial amount of business in Texas and that business activity gives rise to the claims at issue in this case. PADI Worldwide Corporation can be served through its registered agent, Chad Kuehn, at 30151 Tomas Rancho, Santa Margarita, CA 92688, or wherever he may be found.

12. "PADI" is an acronym for "Professional Association of Diving Instructors." Defendant PADI Americas owns the trade name "Professional Association of Diving Instructors."

13. Defendants, PADI Americas and PADI Worldwide, are referred to collectively hereinafter as "PADI," as each corporation commonly refers to itself, both internally and externally, to consumers and divers throughout the world.

14. PADI provides scuba diving training and certifications to individuals around the world and in Texas. In addition to offering scuba diving training courses, PADI also offers dive shops and training centers the opportunity to affiliate with the PADI brand by becoming a member of the "PADI Retailer and Resort Association," or "PADI RRA."

15. Defendant NAUI Services Group, Inc. ("NSG") is a foreign corporation organized under the laws of the State of Florida. NSG conducts a substantial amount of business in Texas and that business activity gives rise to the claims at issue in this case. NSG provides scuba diving training and certifications to individuals around the world and in Texas. NSG can be served through its registered agent, Todd Bray, 9030 Camden Field Parkway, Riverview, FL 33578, or wherever he may be found.

16. Defendant National Association of Underwater Instructors, Inc. ("NAUI") is a foreign not-for-profit corporation organized under the laws of the State of Florida. NAUI conducts a substantial amount of business in Texas and that business activity gives rise to the claims at issue in this case. In addition to providing scuba diving training and certifications to individuals around the world and in Texas, NAUI develops and distributes training standards that its certified instructors and divemasters are required to follow when training and supervising student divers. NAUI can be served through its registered agent Charles Weitzel, CPA, 6810 Front Street, Key West, FL 33040, or wherever he may be found.

17. Defendant Jonathan Roussel is an individual and resident of Texas and a citizen of the State of Texas. Jonathan Roussel is a NAUI-certified Divemaster who conducted, assisted or supervised the scuba instruction and training described herein. He may be served with process at 8909 Boundbrook Avenue, Dallas, TX 75243, or wherever he may be found.

18. Defendant William Armstrong is an individual and resident of Texas and a citizen of the State of Texas. William Armstrong is a NAUI-certified Scuba Diving Instructor who conducted or supervised the scuba instruction and training described herein. He may be served with process at 15001 County Road 1100, Blue Ridge, TX 75424, or wherever he may be found.

19. Defendant Gregory Knauer is an individual and resident of Texas and a citizen of the State of Texas. Gregory Knauer is a NAUI-certified Course Director who conducted or supervised the scuba instruction and training described herein. He may be served with process at 1110 Green Leaf Lane, Duncanville, TX, 75137, or wherever he may be found.

20. Defendant Scuba Knauer, LLC ("Scuba Knauer") is a domestic limited liability company organized under the laws of the State of Texas. Scuba Knauer maintains its principal place of business in the State of Texas at 1110 Green Leaf Lane, Duncanville, TX, 75137. Upon information and belief, in conjunction with Scubatoys, Scuba Knauer is the entity through which Gregory Knauer conducted or supervised the scuba instruction and training described herein. Scuba Knauer may be served with process by serving its registered agent, Gregory Knauer, at 1110 Green Leaf Lane, Duncanville, TX, 75137, or wherever he may be found.

21. Defendant Joseph Johnson is an individual and resident of Texas and a citizen of the State of Texas. Joseph Johnson is a NAUI-certified Scuba Diving Instructor who conducted or supervised the scuba instruction and training described herein, as well as the outfitting and rental of scuba equipment provided to D.H. Johnson may be served with process at 4514 W Highway

114, Paradise, TX 76073, or wherever he may be found.

JURISDICTION

22. This Court has personal jurisdiction over all Defendants, because each Defendant is either (1) a natural person domiciled in the State of Texas, (2) a corporation that is incorporated in Texas or that has its principal office in Texas, or (3) a corporation that has purposefully availed itself of the privileges and benefits of conducting business in Texas by committing a tort, which is the subject of this suit, in whole or in part in Texas. *See* Tex. Civ. Prac. & Rem. Code §17.042.

23. This Court has subject matter jurisdiction over the lawsuit because the amount in controversy exceeds this Court's minimum jurisdictional requirements. Pursuant to Texas Rule of Civil Procedure 47, Plaintiffs seek monetary relief well in excess of $1,000,000 for non-economic damages and past and future economic damages some of which can only be ascertained by the date of trial.

VENUE

24. Venue is proper in this Court pursuant to § 15.002(a)(1) and § 15.002(a)(3) of the Texas Civil Practices & Remedies Code because actions and omissions giving rise to the incident that forms the basis of the lawsuit occurred in Dallas County, Texas; Defendants Scuba Knauer, Gregory Knauer and Jonathan Roussel reside in Dallas County, Texas; and Scubatoys' and Scuba Ranch's respective principal offices in the State of Texas are located in Dallas County, Texas.

25. Because venue is proper as to at least one defendant, it is proper as to all Defendants. Tex. Civ. Prac. & Rem. Code § 15.005.

26. This case is not removeable. At least one citizen of the State of Texas asserts claims against another citizen of the State of Texas. As such, complete diversity does not exist between the parties as required under 28 U.S.C. § 1332. Further, none of the claims at issue arise under or

are preempted by either federal statutes or raise substantial questions of federal law. No other possible basis for federal jurisdiction exists. As such, any remove of this case would be in objective and subjective bad faith. 28 U.S.C. § 1447(c) (authorizing the award of attorneys' fees and costs for bad faith removals).

JURY DEMAND

27. Plaintiffs hereby demand that this case be set for a trial by jury. The cost for a jury trial was paid with the filing of Plaintiffs' Original Petition.

FACTUAL BACKGROUND

NAUI Scuba Training through Scubatoys

28. On or about August 16, 2025, D.H., a twelve-year-old child, drowned during a scuba diving certification training dive at The Scuba Ranch in Terrell, Texas.

29. At the time of her death, D.H. was participating in an entry-level open water scuba certification course developed by NAUI and conducted by Scubatoys, a commercial dive training operation, and its agents and employees.

30. The purpose of the training was for D.H. to obtain a NAUI Open Water scuba diving certification to allow D.H. to dive with family members.

31. On July 12, 2025, approximately one month before this tragedy, Plaintiffs purchased an "Open Water Private Class" and various scuba gear for their daughter, D.H., at Scubatoys in Carrollton, Texas.

32. D.H. was small in stature, weighing just 77.6 pounds and standing less than 4'10" tall.

33. Scubatoys equipped D.H. with size 5 boots, an extra small facemask and extra small fins, as well as other diving equipment and accessories.

34. Scubatoys also provided Plaintiffs and D.H. with the NAUI Education Materials for the NAUI Open Water Scuba Diver certification course.

35. The NAUI Open Water Scuba Diver certification is an entry-level course teaching essential skills and knowledge to dive safely, involving online learning, confined water (pool) training for skills, and four open water dives for practical application, resulting in a certification to explore the underwater world. It focuses on diving sciences, responsible practices, and provides skills for independent, supervised diving.

36. The NAUI Open Water Scuba Diver certification includes:

- Knowledge Development: Online coursework and testing on diving theory, equipment, physics, and physiology.
- Confined Water Training: Practical skill practice in a pool, learning to assemble gear, clear masks, breathe underwater, and manage buoyancy.
- Open Water Dives: Four certification dives (often from a boat or shore) to demonstrate competency in real-world conditions.

37. Plaintiffs and D.H. were not aware of the specific NAUI training standards applicable to the NAUI Open Water Scuba Diver certification course D.H. was undertaking, but relied on NAUI and Scubatoys' representations that a 12-year old girl, like D.H., could complete the course safely.

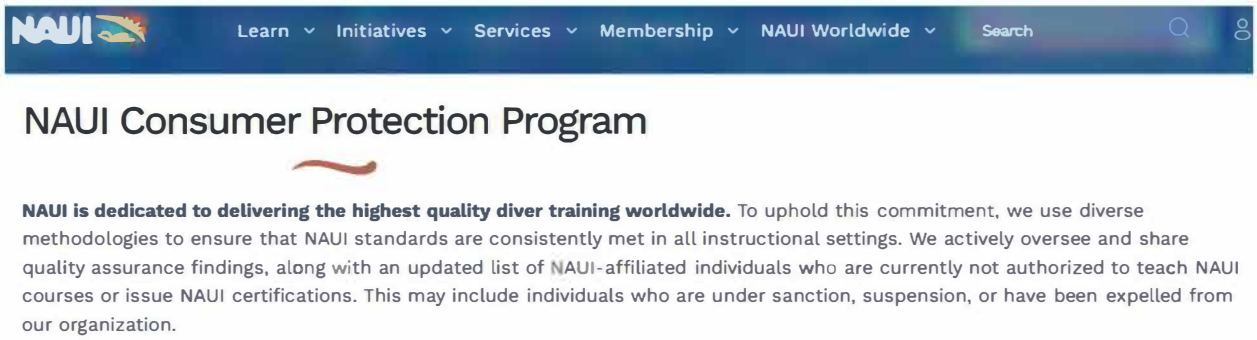
38. Consequently, Plaintiffs and D.H. were not made aware of, among other things:

- the minimum skills required to complete the NAUI Open Water Scuba Diver certification course,
- the minimum time required for a student to learn and practice skills in Confined Water Training,

- the fundamental diving skills D.H. would have to learn, practice and demonstrate in a controlled setting,
- the instructor to student ratios for various NAUI scuba diving certification courses,
- the factors NAUI-certified scuba diving instructors and divemasters must consider in determining whether to lower instructor to student ratios and/or add more certified scuba diving instructors and divemasters to ensure student safety, and
- NAUI's policies and procedures for this and other scuba certification courses.

39. On Thursday, August 14, 2025, Plaintiffs and D.H. arrived at Scubatoys at approximately 10:00 a.m. so D.H. could begin her private NAUI Open Water Scuba Diver training, to be conducted by a NAUI-certified Instructor.

40. NAUI represents to the public that it is dedicated to delivering the "highest quality diver training worldwide."



See https://www.naui.org/consumer-protection/.

41. NAUI represents to the public that a NAUI Instructor allegedly acts as a certified professional educator dedicated to "Dive Safety Through Education," responsible for teaching, training, and certifying scuba divers from entry-level to leadership. They are supposed to independently conduct, manage, and evaluate NAUI courses in classrooms, pools, and open water, while ensuring strict adherence to safety standards and fostering competent, confident divers.

Safety management is a critical duty that NAUI instructors are responsible for.

42. Plaintiffs and D.H. were greeted at Scubatoys by Gregory Knauer, acting on behalf of Defendants Scubatoys, Scuba Knauer, and Joseph Johnson as a NAUI instructor. Knauer was to be an instructor for D.H. that day.

43. For the next six hours, Knauer provided the private NAUI Open Water Scuba Diver training to D.H.

44. Approximately three hours of this training consisted of knowledge reviews and instruction from the NAUI Education Materials for the NAUI Open Water Scuba Diver certification course provided to D.H. in July. This instruction included reviewing coursework and testing on diving theory, equipment, physics, and physiology.

45. Another three hours of this training consisted of confined water training in a swimming pool that was no more than 12 feet deep. This instruction included skill practice in the pool, learning to assemble scuba gear, clear masks, breathe underwater, and manage buoyancy.

46. At the conclusion of this six hours of indoor instruction, including no more than three hours of in-water instruction, Knauer informed Plaintiffs and D.H. that D.H. had successfully completed the Confined Water Training portion of the NAUI Open Water Scuba Diver certification course, and they were instructed to appear at The Scuba Ranch on Saturday, August 16, 2025 to continue D.H.'s instruction in a lake.

47. During this Confined Water Training, D.H. was not provided with a timing device, depth gauge, or dive computer, nor was she taught how to use a timing device or dive computer underwater. These tools are necessary for a diver to know how deep they are and how to descend and ascend safely.

48. Upon information and belief, Defendant Knauer, Defendant Scuba Knauer,

Defendant Johnson, and Defendant Scubatoys jointly made the decision to move D.H. on to NAUI Open Water Training, a decision that was made in accordance with Johnson and Scubatoys' customary practice, even though D.H. had not met the minimum requirements for her to move past Confined Water Training

49. At the conclusion of the training session on August 14, 2025, Plaintiffs and D.H. were not informed that NAUI Standards required D.H. to complete a minimum of ten hours of Confined Water Training before she was eligible for NAUI Open Water Training.

50. Upon information and belief, Defendants Knauer, Scuba Knauer, Scubatoys and Joseph Johnson jointly made the decision to move D.H. on to NAUI Open Water Training, or the decision was made in accordance with Johnson and Scubatoys' customary practice and policies, even though D.H. had not met the minimum requirements for her to move past Confined Water Training.

51. Although the NAUI Education Materials for the NAUI Open Water Scuba Diver certification course provides some general information on the use of a timing device, depth gauge and dive computer, D.H. was not provided with this equipment for her Confined Water Training, nor was she taught how to use a timing device or dive computer underwater. These tools are necessary for a diver to know how deep they are and how to descend and ascend safely

52. Prior to leaving Scubatoys, Knauer and Scubatoys personnel fitted D.H. with additional scuba equipment for her to use in the lake at The Scuba Ranch, including a wet suit, buoyancy compensator device ("BCD"), regulator, scuba tank, six pounds of lead weights and other necessary equipment.

53. Knauer and Scubatoys personnel did not provide D.H. with a timing device or dive computer before she left Scubatoys and, in fact, Plaintiffs were informed that the dive shop did not

provide this equipment to students for NAUI Open Water Training. Significantly, if D.H. was not provided with a timing device or dive computer, and she was not trained in how to use these critical safety devices, D.H. would not have known how to descend or ascend safely if she became separated from her instructor underwater.

54. Scubatoys and Scuba Knauer's failure to provide D.H. with a timing device, depth gauge or dive computer, along with training on how to properly use same, was done with the approval of NAUI because NAUI's Standards and Policies do not require students to be equipped with a timing device, depth gauge or dive computer during their scuba training. This leaves students unequipped to ensure their own safety if they are separated from an instructor underwater. This is a violation of applicable industry safety standards and is contrary to the safety representations that NAUI makes to the public.

Open Water Training at The Scuba Ranch

55. On August 16, 2025, D.H. arrived at The Scuba Ranch at approximately 8:00 a.m. to participate in the scheduled open water training class conducted by Scubatoys.

56. The Scuba Ranch is a PADI dive facility and, upon information and belief, a member of the PADI RRA.

57. The PADI RRA is a collection of dive shops and resorts throughout the world that are committed to selling PADI products and promoting the PADI lifestyle. The organization exists in name only – it is not a separate corporation. Instead, Defendant PADI Worldwide contracts directly with individual dive shops, like The Scuba Ranch, to join the RRA, while Defendant PADI Americas administers the RRA in the United States, including Texas.

58. Accordingly, The Scuba Ranch is required to adhere to PADI Standards and is obligated to assess water conditions and visibility on a daily basis, and to exercise continuous and

sound judgment before allowing scuba training to be undertaken at its facility. According to applicable industry standards, and despite PADI's refusal to implement them, if water conditions and visibility are poor, The Scuba Ranch is obligated to lower instructor to student ratios at its facility.

59. PADI Standards dictate the parameters under which scuba diving training may be conducted by PADI Members, including PADI RRA members. Among other things, PADI allows a ratio of eight students to one instructor for Open Water Training, for students as young as ten years old, and it permits the ratio to be increased if qualified assistants are introduced to the group. For years before D.H.'s tragic death, PADI has been subjectively aware that students under the age of 16 are not suitable candidates for Open Water scuba certification utilizing a ratio of eight students to one instructor, yet PADI consciously fails to require its members or RRA members to automatically reduce instructor to student ratios when students under the age of 16 are present in a training class for its Open Water certification.

60. Despite attempts to shield itself from liability through internal documents, PADI takes a highly active role in the management and operations of the individual dive shops and resorts within the RRA. Among other things, PADI RRA members are required to follow PADI Training Standards and Procedures.

61. PADI employees, including regional and territory managers, regularly visit PADI RRA applicants and members to conduct on-site evaluations and critique the minutiae of their operations, including the visibility of PADI products, appearance and qualifications of staff, signage, lighting, layout, course schedules, social activities, equipment offered for rental, and even the soap and towels in the members' washrooms, to ensure adherence to PADI Standards. Failure to adhere to PADI's detailed and rigid criteria can mean loss of RRA membership.

62. PADI represents to the public that it has a rigorous Quality Management Program to ensure PADI Members' compliance with PADI RRA and Training Standards. Indeed, on a page of the PADI web site entitled "Consumer Protection," which student divers are encouraged to review, PADI represents:

Consumer Protection

PADI'S QUALITY MANAGEMENT PROGRAM

The PADI organization's commitment to providing divers with consistent, first-rate scuba diving training has made the PADI name synonymous with quality diver education. Acknowledging, as well as preserving, the high level of customer satisfaction achieved by PADI Dive Centers, Resorts and individual PADI Members is the cornerstone of the PADI Quality Management and Recognition program.

The primary objective is to ensure that all PADI Members understand the importance of using PADI's educational system and adhering to PADI Standards. PADI Dive Centers, Resorts and individual professional members who demonstrate excellent service are acknowledged through the Recognition of Excellence program. Had a great experience and want to share it? Please send complimentary reports about PADI Members to QM@padi.com.

On the other hand, when members deviate from standards, the Quality Management Program acts to get them back on track. You may also share a not-so-great experiences with an email to QM@padi.com.

See https://www.padi.com/consumer-protection.

63. Unfortunately, PADI did not adhere to its own Standards and applicable industry standards. PADI failed to apply good judgment in assessing the safety of The Scuba Ranch as a suitable dive training facility—especially one where children under the age of 16 would be taught. With continuously poor visibility and water conditions, The Scuba Ranch was not a suitable dive training facility for entry level divers, and particularly not for young divers like D.H.

64. Plaintiffs and D.H. were not aware of PADI's failure to fulfill its representations that it was committed to ensuring D.H.'s safety in the hands of PADI Dive Centers. Had they

known the truth, they would not have trusted PADI's representations or the integrity of the PADI brand.

65. The PADI logo appears on nearly every page of The Scuba Ranch web site and PADI lists The Scuba Ranch as a PADI training facility on its web site.

See https://www.thescubaranch.com/.

66. Both of these web sites were reviewed by Plaintiffs prior to August 16, 2025, and they relied upon the PADI designation as a symbol of quality and safety that they could trust.

67. NAUI Standards and Policies define "limited underwater visibility" as "less than 3m (10 ft.)."

68. NAUI Standards and Policies also permit a ratio of eight students to one instructor for Open Water training, for students as young as ten years old, and it permits the ratio to be increased if qualified assistants are introduced to the group.

69. Like PADI, NAUI has known for many years that students under the age of 16 are not suitable candidates for Open Water scuba certification, yet NAUI does not require its

instructors to automatically reduce instructor to student ratios when students under the age of 16 are present in a training class for its Open Water certification.

70. Thus, according to PADI and NAUI, The Scuba Ranch was free to allow students under the age of 16 to train at its facility without requiring instructors to reduce instructor to student ratios.

71. All of these factors created an unreasonably dangerous situation at The Scuba Ranch that made the circumstances ripe for a serious or fatal training incident to occur—tragically, D.H. lost her life and Plaintiffs were robbed of their future with their beloved child.

The Dives that led to D.H.'s Death

72. Although Plaintiffs had paid for private instruction for D.H. due to her age and inexperience with scuba diving, the class D.H. was placed in consisted of multiple student divers, including minors, of multiple certification levels, under the supervision of only one instructor and one divemaster associated with Scubatoys.

73. Plaintiffs protested the placement of their daughter in a group of seven other students of mixed age and experience levels, but they were told she would be safe because she was being buddied with Jonathan Roussel, the NAUI-certified Divemaster. Indeed, Roussel specifically told Plaintiff Mitchell Harrison: "I will not take my eyes off your daughter."

74. A divemaster is supposed to be the highest leadership-level certification below instructor, authorized to organize/lead certified diver trips, assist in training, conduct refreshers, and teach specialized programs like skin diving. As essential assistants to instructors, they are supposed to manage logistics, supervise underwater activities, and ensure safety, acting as professional guides for recreational diving.

75. Based on the Defendants' representation that D.H. would be paired with a qualified

NAUI Divemaster during her open water training, and Roussel's statement that he would not take his eyes off of D.H., Mitchell and Heather Harrison allowed D.H. to participate in the open water training class at The Scuba Ranch.

76. The NAUI-certified Instructor at The Scuba Ranch on August 16, 2025 was William Armstrong. At the time, Armstrong was an off-duty Assistant Chief Deputy for the Collin County, Texas Sheriff's Department.

77. When they were preparing for D.H. to participate in the open water training class at The Scuba Ranch, Plaintiffs and D.H. were unaware that Armstrong had worked a full day shift as a Collin County Sheriff's Deputy on Friday, August 15, 2025, before working a full overnight shift as a security guard at another facility, he had left this second shift at 6:00 a.m. to drive approximately an hour to The Scuba Ranch, and he was about to begin a full day of scuba instruction having had little or no sleep in the past 24 hours.

78. Prior to entering the water, the class set up their equipment and participated in a pre-dive briefing in preparation for open water certification exercises.

79. Prior to giving this briefing to the students, neither Armstrong nor Roussel checked the temperature of the water and the visibility underwater. Consequently, the students were not briefed on critical factors like the temperature of the water, visibility underwater and/or the presence of a layer of cold dark water underneath a thermocline at a depth of approximately 25 feet.

80. Underwater visibility at The Scuba Ranch is generally poor, six feet or less, and even less so on days when multiple training classes are being conducted in the lake. Visibility is known to decline throughout the day, especially around areas used for training, as divers stir up bottom sediments with their fins.

81. The routinely poor visibility at The Scuba Ranch does not comply with PADI Standards for a training facility, where both Confined Water and Open Water training are supposed to be conducted in "pool like" conditions, particularly for inexperienced divers.

82. Multiple eyewitnesses have described the underwater visibility at The Scuba Ranch on August 16, 2025 as varying between two and four feet in the area where D.H. was about to undergo training.

83. Contrary to the representation made to Plaintiffs, D.H. was paired with another 12-year-old student for her open water training.

84. At approximately 9:33 a.m., D.H. and this 12-year-old student received instruction on how to enter the water from Roussel, after Armstrong had already entered the water with other students.

85. When D.H. entered the water at approximately 9:36 a.m., her fin came off. Roussel assisted D.H. in reattaching her fin.

86. After D.H. entered the water, Armstrong did not check D.H. to determine if she was neutrally buoyant on the surface or properly weighted.

87. In fact, D.H. was not properly weighted for the open water training dives.

88. After entering the water, the class gathered as a group and swam on the surface to buoys marking the location of an underwater platform used by Scubatoys and approved by The Scuba Ranch to conduct training dives.

89. At approximately 9:45 a.m., the group descended headfirst along a fixed descent line toward a submerged training platform at a depth of approximately 16 feet, with Armstrong leading, followed by the 12-year-old student, D.H., the other students, and Roussel.

90. The class initially descended to the first platform, demonstrated the completion of

skills to Armstrong, and later proceeded to a second submerged platform along a fixed line between the two platforms.

91. Underwater visibility during the first submergence on the training dive has been described as three to five feet.

92. During the dive, D.H. experienced difficulty maintaining buoyancy and remaining neutrally positioned underwater.

93. D.H. was observed holding onto the submerged training platform, and later the line separating the two platforms, to maintain her position and keep from floating up toward the surface.

94. While the group was on the second underwater platform, a student misunderstood a communication from Armstrong and ascended to the surface. Armstrong and Roussel brought the remaining group of seven students to the surface to determine what the issue was.

95. While on the surface, the group was spread out across the water. Armstrong was on one end of the string of students while Roussel was on the other, with approximately 20 feet separating them.

96. While on the surface, Armstrong checked each student to determine how much air they had left in their scuba tanks.

97. At this time, D.H. had approximately 2,500 psi of air remaining in her scuba tank, meaning the tank was approximately 80% full.

98. At approximately 10:12 a.m., Armstrong and Roussel had the group submerge feet first, spread out through the water column. This was the last time anyone saw D.H. alive.

99. During the descent, D.H. became separated from the Instructor, Divemaster, and the remainder of the class.

100. D.H.'s separation from the group was not immediately recognized when it occurred.

101. After regrouping underwater, the class discovered that D.H. was no longer present.

102. The precise amount of time that elapsed between D.H.'s separation and the recognition that she was missing remains unknown at this time but, upon information and belief, multiple minutes passed before anyone, including the Instructor and Divemaster, detected her absence.

103. After Armstrong and Roussel realized that their group now contained seven students instead of eight, the group ascended to the surface, performed a head count, confirmed that there was a missing diver, and the divers scanned the water surface looking for bubbles coming up from below.

104. Search efforts were eventually initiated after several minutes. Armstrong descended to the training platform to search for D.H. as Roussel took the group of students to shore. Roussel then alerted a nearby group of divers that a student was missing.

105. Armstrong was unable to locate D.H. underwater, so he surfaced and returned to shore.

106. Emergency services were called at 10:27 a.m. as additional divers and personnel at The Scuba Ranch became involved in the search.

107. In the meantime, Armstrong and Roussel were seen leaving the area and, when they returned, they were reportedly unhelpful in guiding the search for D.H. Consequently, the initial search was disorganized and inefficient, wasting valuable time.

108. Once a proper search was initiated, D.H. was found within approximately 7 minutes—approximately 30 minutes after she was last seen alive. D.H. was found underwater at a

depth of approximately 45 feet, below the thermocline in darker and colder water, and approximately 30 feet away from the nearest training platform.

109. D.H. was unresponsive on the bottom, her nose was bleeding, the regulator was out of her mouth, and her mask and at least one of her fins were off and located some distance away from her body.

110. D.H. was reportedly equipped with at least eight pounds of lead, and possibly more.

111. D.H.'s scuba tank was found to contain approximately 1,650 psi of air when she was recovered, meaning the tank was approximately 55% full.

112. Based on the amount of air left in D.H.'s scuba tank on the surface before she went missing and the amount of air left in the tank when she was found, it can be surmised that D.H. was alive and breathing off her tank for several minutes after she was last scene. During this time, D.H. was alone, in poor visibility, and unable to reach the surface.

113. Emergency medical care was administered immediately following D.H.'s recovery to the surface, but efforts to save her were unsuccessful.

The Investigation into to D.H.'s Death on the Day of the Incident and Evidence Uncovered as a result of the Public's Response

114. Following this tragedy, local law enforcement authorities were notified and an official investigation into the incident was initiated at the scene by the Kaufman County Sheriff's Office ("KCSO").

115. D.H. was pronounced deceased on August 16, 2025. The cause of death was later determined to be drowning.

116. The KCSO conducted an investigation at the scene, mostly comprised of taking brief witness statements, and then closed its investigation less than 90 minutes after D.H. was declared dead.

117. Upon information and belief, Defendants, including those present at the scene of this tragedy (i.e., Scubatoys, Armstrong, Roussel, and The Scuba Ranch), failed to properly secure evidence, including dive computers, D.H.'s weights and scuba equipment, and CCTV footage of the lake at the time of the open water training and subsequent search were underway. These failures to preserve evidence occurred despite Defendants' knowledge of an ongoing investigation into this tragedy. As a result, important evidence is now reportedly "lost" or "unavailable."

118. At Plaintiffs' request, the Texas Rangers re-opened the investigation into the circumstances surrounding D.H.'s death in mid-October 2025, and this investigation is still underway.

119. Following the incident, The Scuba Ranch barred Armstrong and Scubatoys from conducting further training activities at the facility.

120. The circumstances surrounding D.H.'s death generated a significant amount of local, national and international media coverage.

121. As a result, witnesses came forward with additional information about the callousness and disregard for safety exhibited by Defendant Scubatoys, Johnson, NAUI and NSG.

122. A video of a Scubatoys staff meeting in 2017 surfaced in which Scubatoys' owner, Joseph Johnson, is seen bragging to a roomful of Scubatoys Instructors about the number of students Scubatoys had killed without any consequences, and how Scubatoys' insurance broker had assured Johnson he and Scubatoys could kill two students each year and still be "fine."

123. Standing next to Johnson in this video is Rick Golden, the NAUI regional representative charged with supervising Scubatoys and its compliance with NAUI Standards and Procedures during the period that Scubatoys had apparently killed four or five students without suffering any consequences. Golden does not express any shock or surprise at Johnson's callous

disregard for safety or the value of human life, indicating that he was aware of Scubatoys "kill count" and he was also fine with it.

124. The Scubatoys' "We can kill two a year and be fine" video was provided to NAUI's regional representative and then to NAUI and NSG's top management for corrective action in 2017. However, NAUI and NSG's CEO specifically declined to take any action against Scubatoys, Johnson or any other Scubatoys instructor.

125. Upon information and belief, NAUI and NSG have never taken any action to ensure that Scubatoys, Armstrong, Knauer, Johnson and/or any other Scubatoys instructor, have been providing safe and adequate scuba instruction in accordance with applicable standards. To do so would be contrary to NAUI and NSG's financial interests.

126. At the time of D.H.'s death, Scubatoys reported on its web site, www.scubatoys.com: "We certify over 800 students a year making us the largest NAUI certifying facility in the US."

127. D.H.'s death caused profound loss, suffering, and damages to her parents, Heather and Mitchell. Their lives will never be the same due to Defendants' inexplicable and indefensible negligence and gross negligence.

CLAIMS AGAINST DEFENDANT SCUBATOYS ENTERPRISES, LLC

NEGLIGENCE

128. Each of the foregoing paragraphs is incorporated herein for all purposes.

129. Plaintiffs' injuries and damages were proximately caused by the negligent acts and omissions of Defendant Scubatoys, acting through its employees and agents, which are generally described herein. A non-exhaustive list of Scubatoys' negligence includes, but is not limited to, the following:

a. failing to exercise ordinary care in the selection, coordination, and supervision of the scuba diving instruction provided to D.H.;

b. failing to ensure that instructors assigned to D.H. were competent, properly trained, and fit to instruct a minor in open water scuba diving;

c. failing to ensure that student-to-instructor ratios were reasonable and safe under the circumstances, particularly given D.H.'s age and inexperience;

d. failing to ensure that the equipment provided to D.H. was appropriate, properly fitted, inspected, and safe;

e. failing to warn Plaintiffs of the risks created by defective training standards, abbreviated instructional requirements, and excessive student-to-instructor ratios;

f. misrepresenting and/or overstating the safety, rigor, and protective effect of its affiliations with certifying agencies, including NAUI;

g. undertaking to provide scuba instruction and related services and then performing those services negligently; and

h. such other acts and omissions as discovery will reveal.

130. At the time that Scubatoys facilitated, coordinated, and it knew, or reasonably should have known, that Plaintiffs would rely on Scubatoys to perform its services and duties with due care. As a result of Scubatoys' failures, the risk of harm to D.H. increased and this incident occurred.

131. Each of these acts and omissions by Scubatoys, singularly and in combination with others, constituted negligence which proximately caused D.H.'s injuries and death and Plaintiffs' extensive damages.

CLAIMS AGAINST DEFENDANT SCUBA RANCH AND RECREATION PARKS, LLC D/B/A THE SCUBA RANCH

NEGLIGENCE

132. Each of the foregoing paragraphs is incorporated herein for all purposes.

133. Plaintiffs' injuries and damages were proximately caused by the negligent acts and omissions of Scuba Ranch, acting through its employees and agents, which are generally described herein. A non-exhaustive list of Scuba Ranch's negligence includes, but is not limited to, the following:

a. failing to exercise ordinary care in the operation, control, and supervision of the scuba training activities conducted at its facility;

b. failing to ensure that the number of students per instructor was reasonable and safe under the circumstances;

c. failing to implement and enforce appropriate safety protocols for minor students engaged in open water scuba training;

d. failing to ensure adequate visibility, supervision, monitoring, and emergency response capabilities during the training dive;

e. allowing unsafe training conditions to exist in light of known visibility limitations and environmental conditions;

f. failing to properly vet, supervise, and monitor instructors conducting training at its facility; and

g. undertaking to host and facilitate scuba training and then performing those services negligently.

134. At the time that Scuba Ranch facilitated, coordinated, and it knew, or reasonably should have known, that Plaintiffs and Scubatoys would rely on Scuba Ranch to perform its services

and duties with due care. As a result of Scuba Ranch's failures, the risk of harm to D.H. increased and this incident occurred.

135. Each of these acts and omissions by Scuba Ranch, singularly and in combination with others, constituted negligence which proximately caused D.H.'s injuries and death and Plaintiffs' extensive damages.

PREMISES LIABILITY

136. Each of the foregoing paragraphs is incorporated herein for all purposes.

137. Defendant Scuba Ranch owned, occupied, and/or controlled the premises where the scuba diving training and certification activities involving D.H. took place, and where D.H. lost her life.

138. The poor visibility in the lake, the conditions present on the day of the incident, and other existing environmental and operational conditions posed an unreasonable risk of harm. The Scuba Ranch had actual knowledge of these unreasonably dangerous conditions, or, in the exercise of ordinary care, should have known that such conditions constituted an unreasonable risk of harm.

139. The unreasonably dangerous conditions on the premises were a proximate cause of D.H.'s injuries and death.

140. The dangerous conditions were not open and obvious to a twelve-year-old minor and were not risks D.H. could reasonably appreciate.

141. The Scuba Ranch permitted and encouraged use of the site as a training facility for entry-level scuba certification despite knowing or having reason to know the site was unsuitable for such use.

142. The Scuba Ranch failed to make the premises reasonably safe by restricting, modifying, or prohibiting entry-level and minor training dives under conditions of poor visibility

or in numbers that were unsafe to entry-level students under the age of 16.

143. The Scuba Ranch failed to warn D.H., her parents, instructors, and dive operations of the dangers posed by poor visibility and site conditions for entry-level training, particularly for students under the age of 16.

144. Poor visibility at the site substantially impaired the ability of instructors and divemasters to maintain visual contact with student divers and increased the risk of separation, disorientation, uncontrolled descent, and drowning.

145. The Scuba Ranch knew or should have known of unreasonably dangerous conditions on the premises, including but not limited to extremely poor underwater visibility, depth changes, and environmental characteristics that made the site unsuitable for entry-level scuba training involving minors.

146. D.H. was an invitee because she entered the premises with The Scuba Ranch's knowledge and for the mutual benefit of Defendants in connection with paid scuba training activities.

147. The Scuba Ranch owned, occupied, operated, and controlled the premises where the training dive occurred and owed D.H. the duties owed to an invitee under Texas premises-liability law.

148. Because D.H. was an invitee on The Scuba Ranch's premises, The Scuba Ranch owed her a duty to exercise ordinary care to protect her from unreasonably dangerous conditions, including a duty to warn of such conditions or to make them reasonably safe.

149. The Scuba Ranch breached that duty by failing to warn D.H. of the unreasonably dangerous conditions and by failing to correct or make those conditions reasonably safe.

150. Each of these acts and omissions by The Scuba Ranch, singularly or in combination

with others, constituted negligence and gross negligence which proximately caused the incident and Plaintiffs' injuries and damages.

CLAIMS AGAINST DEFENDANTS PADI AMERICAS, INC. AND PADI WORLDWIDE CORPORATION ("PADI DEFENDANTS")

NEGLIGENCE

151. Each of the foregoing paragraphs is incorporated herein for all purposes.

152. Plaintiffs' injuries and damages were proximately caused by the negligent acts and omissions of the PADI Defendants, acting through its employees and agents, which are generally described herein. A non-exhaustive list of the PADI Defendants' negligence includes, but is not limited to, the following:

a. promulgating and maintaining inadequate and unreasonably dangerous training and safety standards for scuba instructors and student divers;

b. failing to reduce instructor training requirements, diver training requirements, and supervision standards in a manner that increased the risk of serious injury or death, particularly to students under the age of 16;

c. authorizing excessive student-to-instructor ratios that were unsafe, particularly for minor and inexperienced divers;

d. failing to adequately vet, monitor, discipline, or cancel the PADI RRA membership of unfit dive training facilities like The Scuba Ranch;

e. licensing and holding out The Scuba Ranch as competent and safe when it was not; and

f. undertaking to establish industry safety standards and then performing that undertaking negligently.

153. When they developed and published their training and safety standards, and

conditioned PADI certification on compliance with those standards, the PADI Defendants knew or should have known that their exercise of reasonable care in doing so was necessary for the protection of D.H. and others similarly situated. The PADI Defendants nevertheless failed to exercise reasonable care in the performance of those services.

154. Additionally, the PADI Defendants knew or should have known that Plaintiffs, D.H., and The Scuba Ranch, and others similarly situated, would rely upon the PADI Defendants to exercise reasonable care to ensure that such training and safety standards were reasonably safe and would not place D.H. and similarly situated individuals at an unreasonable risk of harm.

155. Plaintiffs, D.H. and The Scuba Ranch reasonably relied on the PADI Defendants to exercise reasonable care to establish and enforce prudent scuba training and safety standards, to exercise reasonable care in the certification of instructors and facilities, to protect the safety of student divers like D.H., and to refrain from implementing training and safety standards that placed student divers like D.H. at an unreasonable risk of harm. The PADI Defendants' negligent failure to do so was a proximate cause of the injuries to and death of D.H. and the resulting damages.

156. Moreover, the PADI Defendants' performance of these obligations increased the risk of harm to D.H.

157. Each of these acts and omissions by the PADI Defendants, singularly and in combination with others, constituted negligence which proximately caused D.H.'s injuries and death and Plaintiffs' extensive damages.

CLAIMS AGAINST DEFENDANTS NAUI SERVICES GROUP, INC. AND NATIONAL ASSOCIATION OF UNDERWATER INSTRUCTORS, INC. ("NAUI DEFENDANTS")

NEGLIGENCE

158. Each of the foregoing paragraphs is incorporated herein for all purposes.

159. Plaintiffs' injuries and damages were proximately caused by the negligent acts and

omissions of the NAUI Defendants, acting through its employees and agents, which are generally described herein. A non-exhaustive list of the NAUI Defendants' negligence includes, but is not limited to, the following:

a. promulgating and maintaining inadequate and unreasonably dangerous training and safety standards for scuba instructors and student divers;

b. reducing instructor training requirements, diver training requirements, and supervision standards in a manner that increased the risk of serious injury or death;

c. authorizing excessive student-to-instructor ratios that were unsafe, particularly for minor and inexperienced divers;

d. failing to adequately vet, monitor, discipline, or decertify unfit instructors such as Joseph Johnson, even after NAUI had direct and irrefutable knowledge that Johnson exhibited a callous disregard for diver safety;

e. failing to adequately vet, monitor, discipline, or decertify unfit providers such as Scubatoys, even after NAUI had direct and irrefutable knowledge that Scubatoys exhibited a callous disregard for diver safety;

f. licensing and holding out instructors and providers as competent and safe when they were not; and

g. undertaking to establish industry safety standards and then performing that undertaking negligently

160. When they developed and published their training and safety standards, and conditioned NAUI certification on compliance with those standards, the NAUI Defendants knew or should have known that their exercise of reasonable care in doing so was necessary for the protection of D.H. and others similarly situated. The NAUI Defendants nevertheless failed to exercise reasonable

care in the performance of those services.

161. Additionally, the NAUI Defendants knew or should have known that Plaintiffs, D.H., and The Scuba Ranch, and others similarly situated, would rely upon the NAUI Defendants to exercise reasonable care to ensure that such training and safety standards were reasonably safe and would not place D.H. and similarly situated individuals at an unreasonable risk of harm.

162. Plaintiffs, D.H. and The Scuba Ranch reasonably relied on the NAUI Defendants to exercise reasonable care to establish and enforce prudent scuba training and safety standards, to exercise reasonable care in the certification of instructors and facilities, to protect the safety of student divers like D.H., and to refrain from implementing training and safety standards that placed student divers like D.H. at an unreasonable risk of harm. The NAUI Defendants' failure to do so was a proximate cause of the injuries to and death of D.H. and the resulting damages.

163. Moreover, the NAUI Defendants' performance of these obligations increased the risk of harm to D.H.

164. Each of these acts and omissions by the NAUI Defendants, singularly and in combination with others, constituted negligence which proximately caused D.H.'s injuries and death and Plaintiffs' extensive damages.

CLAIMS AGAINST DEFENDANTS JOSEPH JOHNSON, WILLIAM ARMSTRONG, GREGORY KNAUER, SCUBA KNAUER, LLC, AND JONATHAN ROUSSEL ("INDIVIDUAL DEFENDANTS")

NEGLIGENCE

165. Each of the foregoing paragraphs is incorporated herein for all purposes.

166. The combination of inadequate preparation, improper equipment, and known hazardous conditions created an extreme risk of drowning that Defendants consciously disregarded.

167. Nevertheless, Defendants failed to ensure adequate training, failed to verify readiness,

and failed to provide properly fitting equipment before placing D.H. into an open-water training environment.

168. Defendants were further aware that D.H. was small in stature and required properly fitted equipment to safely participate in scuba training.

169. Defendants were aware that D.H. had received only minimal confined-water instruction shortly before the open-water dive and had not been adequately prepared for low-visibility open water conditions.

170. Despite this knowledge, Defendants proceeded with conscious indifference to D.H.'s rights, safety, and welfare.

171. Defendants knew that poor visibility, inadequate training, improper equipment sizing, and insufficient supervision created a high likelihood of serious injury or death to a minor diver.

172. At all relevant times, Defendants' conduct involved an extreme degree of risk, considering the probability and magnitude of harm to a twelve-year-old minor engaged in underwater scuba training.

173. Plaintiffs' injuries and damages were proximately caused by the negligent acts and omissions of the Individual Defendants, which are generally described herein. A non-exhaustive list of the Individual Defendants negligence includes, but is not limited to, the following:

a. failing to properly provide adequate and complete confined water training to D.H.;

b. permitting and clearing D.H. to participate in open water training without sufficient time spent in confined water training;

c. failing to properly equip D.H. for the open water scuba training dives on August 16, 2025;

d. failing to properly train and prepare D.H. for the open water scuba training dives

on August 16, 2025;

e. conducting scuba instruction in conditions that were unsafe for a minor student; and

f. failing to follow basic safety principles applicable to scuba instruction.

174. In addition to the foregoing, Plaintiffs' injuries and damages were proximately caused by the negligent acts and omissions of the Defendants Armstrong and Roussel, which are generally described herein. A non-exhaustive list of the Defendants Armstrong and Roussel's additional negligence includes, but is not limited to, the following:

a. failing to ensure that D.H. was properly equipped for the open water scuba training dives on August 16, 2025;

b. failing to ensure that Armstrong was properly rested and fit to instruct and supervise the open water scuba training dives on August 16, 2025;

c. failing to properly supervise D.H. during the open water scuba training dives on August 16, 2025;

d. failing to maintain appropriate student-to-instructor ratios during the open water scuba training dives on August 16, 2025;

e. failing to adequately monitor D.H.'s location, air supply, and physical condition during the open water scuba training dives on August 16, 2025;

f. failing to ensure that D.H. remained under adequate professional supervision at all times while underwater;

g. failing to recognize and respond to D.H.'s observable difficulty maintaining neutral buoyancy, for which she had been inadequately trained to control;

h. failing to assist in preventing D.H. from becoming separated from the group;

i. failing to timely recognize that D.H. was missing from the training group; and

j. failing to respond promptly and appropriately when D.H. encountered distress and was determined to be missing during the open water scuba training dives on August 16, 2025.

175. Each of these acts and omissions by the Individual Defendants, singularly and in combination with others, constituted negligence which proximately caused D.H.'s injuries and death and Plaintiffs' extensive damages.

CLAIMS AGAINST ALL DEFENDANTS

GROSS NEGLIGENCE

176. Each of the foregoing paragraphs is incorporated herein for all purposes.

177. With respect to all Defendants, this action is instituted under TEX. CIV. PRAC. & REM CODE §§71.001, *et seq.*

178. Defendants owed Plaintiffs and D.H. legal duties that Defendants breached.

179. Among other acts and omissions, the combination of inadequate preparation, improper equipment, and known hazardous conditions created an extreme risk of drowning that Defendants consciously disregarded.

180. Nevertheless, Defendants failed to ensure adequate training, failed to verify readiness, and failed to provide properly fitting equipment before placing D.H. into an open-water training environment.

181. Defendants were further aware that D.H. was small in stature and required properly fitted equipment to safely participate in scuba training.

182. Defendants knew or should have known that D.H. had received only minimal confined-water instruction shortly before the open-water dive and had not been adequately prepared

for low-visibility open-water conditions.

183. Defendants knew that poor visibility, inadequate training, improper equipment sizing, and insufficient supervision created a high likelihood of serious injury or death to a minor diver.

184. Despite this knowledge, Defendants proceeded with conscious indifference to D.H.'s rights, safety, and welfare.

185. At all relevant times, Defendants' conduct involved an extreme degree of risk, considering the probability and magnitude of harm to a twelve-year-old minor engaged in underwater scuba training.

186. Plaintiffs' injuries and damages were proximately caused by the grossly negligent acts and omissions of Defendants, acting by and through their employees and agents, which are generally described herein.

187. Defendants were subjectively aware of the substantial risk or likelihood of serious bodily injury or death associated with reduced training standards, inadequate supervision, excessive student-to-instructor ratios, and open water scuba instruction of minor students under low-visibility conditions.

188. Each of these acts and omissions by Defendants, singularly or in combination with others, constituted gross negligence that proximately caused the subject incident and Plaintiffs' extensive injuries and damages.

189. Defendants' tortious conduct was grossly negligent. The acts or omissions of Defendants, when viewed objectively from the Defendants' standpoint at the time they occurred, involved an extreme degree of risk, considering the probability and magnitude of the potential harm to others like D.H.

190. Defendants' grossly negligent conduct was carried out through their authorized

agents, employees, managers, officers, directors, vice-principals, and/or principals of the Defendants who were acting within the course and scope of their agency, employment, partnership, and/or joint venture. Alternatively, Defendants' grossly negligent conduct was subsequently approved by or ratified by Defendants.

191. As alleged herein, Defendants' conduct is an example of why exemplary damages exist, and Plaintiffs allege that Defendants' conduct rises to the level warranting the imposition of exemplary damages against Defendants at trial.

RESPONDEAT SUPERIOR

192. Each of the foregoing paragraphs is incorporated herein for all purposes.

193. Defendants, by and through their employees, agents, servants, and apparent or ostensible agents who were acting within the course and scope of their agency or employment with Defendants, are liable for their employees' or agents' acts under the theories of respondeat superior and/or apparent agency.

194. By reason of the facts set forth above, Defendants, by and through their employees or agents, were grossly negligent thereby proximately causing the Incident and Plaintiffs' extensive injuries and damages.

WRONGFUL DEATH

195. Each of the foregoing paragraphs is incorporated herein for all purposes.

196. Pursuant to Texas Civil Practice & Remedies Code §§ 71.002, 71.004, 71.009, and 71.010, Plaintiffs are entitled to recover from Defendants for the wrongful death of D.H.

197. Plaintiffs have suffered substantial pecuniary loss. Plaintiffs are entitled to recover loss of society, loss of companionship, mental anguish as well as loss of support, care, and attention.

198. Further, because Defendants' acts and omissions resulted from gross negligence,

Plaintiffs are entitled to recover exemplary damages against Defendants at the time of trial.

SURVIVAL CAUSE OF ACTION

199. Each of the foregoing paragraphs is incorporated herein for all purposes.

200. Pursuant to TEX. CIV. PRAC. & REM. CODE § 71.021, Heather and Mitchell Harrison bring this claim on behalf of D.H., their daughter, in favor of the Estate. Plaintiffs, as heir to and Personal Representative of D.H.'s Estate, are entitled to recover from Defendants the actual and exemplary damages attributable to the death of D.H.

201. Due to Defendant's negligence and gross negligence, D.H. suffered pain and mental anguish prior to her death. As a result, Defendants are liable to the deceased for any and all actual and exemplary damages allowed for such causes of action.

DAMAGES

202. Each of the foregoing paragraphs is incorporated herein for all purposes.

203. The negligence and gross negligence of Defendants set forth above were a proximate cause of D.H.'s injuries and death and Plaintiffs' injuries and damages. Plaintiffs request that a jury determine the following damages:

a. General damages;

b. Actual damages;

c. Physical pain and suffering incurred in the past;

d. Mental anguish incurred in the past and future;

e. Loss of society incurred in the past and future;

f. Loss of companionship incurred in the past and future;

g. Loss of support, care, and attention incurred in the past and future;

h. Loss of consortium incurred in the past and future;

i. Loss of household services in the past and future;

j. Loss of inheritance/addition to the Estate;

k. Lost wages incurred in the past and future;

l. Past medical and funeral expenses;

m. Exemplary damages;

n. Pre-and post-judgment interest;

o. Costs of court; and

p. All other relief, in law or in equity, to which Plaintiff may be justly entitled.

EXEMPLARY DAMAGES

204. Each of the foregoing paragraphs is incorporated herein for all purposes.

205. D.H.'s injuries and damages resulted from Defendants' gross negligence and gross negligence per se which entitles D.H. to exemplary damages under Tex. Civ. Prac. & Rem. Code § 41.003(a)(3).

206. Because the PADI Defendants and NAUI Defendants acted knowingly and intentionally, Plaintiffs seek treble damages pursuant to Tex. Bus. & Com. Code § 17.50(b)(1).

NOTICE

207. Pursuant to Tex. R. Civ. P. 193.7, Plaintiff hereby gives notice to Defendants that Plaintiff intends to use, in any pretrial proceeding and at trial, the documents Defendants have produced in response to written discovery.

PLAINTIFFS' REQUEST FOR DISCLOSURE TO DEFENDANTS

208. Pursuant to Texas Rule of Civil Procedure 194, Defendants are hereby requested to make the mandatory disclosure of the information and/or materials set out in Texas Rule of Civil

Procedure 194.2.

PRAYER

Plaintiffs respectfully request that Defendants be cited to answer and appear, and that upon final trial, Plaintiffs recover damages, as specified above, from Defendants. Plaintiffs further pray that the Court will award all costs of court, pre-judgment and post-judgment interest at the legal rate, and grant such other and further relief, general and special, at law or in equity, to which Plaintiffs may show themselves justly entitled.

Respectfully submitted,

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