

Tonya Pointer

CAUSE NO. DC-17-00706

AMANDA NORRIS AND JAMES JORDAN	§	IN THE DISTRICT COURT
Individually, and AS PERSONAL	§	
REPRESENTATIVES OF THE ESTATE	§	
OF SALLY JORDAN,	§	
Plaintiffs,	§	
	§	
v.	§	
	§	116TH JUDICIAL DISTRICT
METHODIST HEALTH SYSTEM,	§	
Individually and d/b/a METHODIST	§	
RICHARDSON MEDICAL CENTER,	§	
METHODIST RICHARDSON MEDICAL	§	
CENTER, RICHARDSON SNF	§	
OPERATIONS, LP d/b/a THE PLAZA AT	§	
RICHARDSON, GH SNF OPERATIONS,	§	
LLC d/b/a GARNET HILL	§	
REHABILITATION AND SKILLED	§	
CARE, and NEERAJ SHARMA MD,	§	
Defendants.	§	DALLAS COUNTY, TEXAS

PLAINTIFFS’ FIRST AMENDED PETITION AND WRITTEN DISCOVERY

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW, Amanda Norris and James Jordan, individually and as personal representatives of the Estate of Sally Jordan, (collectively known as the “Plaintiffs”) complaining of Methodist Health System, individually and d/b/a Methodist Richardson Medical Center, Methodist Richardson Medical Center (both collectively referred to as “Defendant Hospital”), Richardson SNF Operations, LP d/b/a The Plaza at Richardson, and GH SNF Operations, LLC d/b/a Garnet Hill Rehabilitation and Skilled Care (both collectively referred to as “In-Patient Hospice”), Neeraj Sharma MD, and all referred to herein as "Defendants" as follows:

I. DISCOVERY

1. Plaintiffs intend to conduct discovery in this action under Level 3 of the Texas Rules of Civil Procedure 190.4.

II. PARTIES AND SERVICE

2. Plaintiffs, Amanda Norris and James Jordan, as personal representatives of the Estate of Sally Jordan, Amanda Norris, individually and James Jordan, individually.

3. Defendant, Methodist Health System, individually and d/b/a Methodist Richardson Medical Center, is a professional organization that may be served by serving its principal officer in Dallas County, Stephen L. Mansfield, PhD, FACHE, President and CEO, at 1130 N. Bishop Avenue, Dallas, Texas 75208 or wherever he may be found.

4. Defendant, Methodist Richardson Medical Center, is a medical facility whose place of business is in Dallas County and service can be served by serving its President, E. Kenneth Hutchenrider, Jr., FACHE, President, at 401 W. Campbell Road, Richardson, Texas 75080.

5. Defendant, SNF Operations, LP, d/b/a The Plaza at Richardson, is a Texas limited partnership that may be served by serving its registered agent, John F. Taylor, at 1001 Cross Timber Road, Suite 2180, Flower Mound, Texas 75028.

6. Defendant, GH SNF Operations, LLC d/b/a Garnet Hill Rehabilitation and Skilled Care is a Texas Limited Liability Company that may be served by serving its registered agent, Capitol Corporate Services, Inc., at 206 E. 9th Street, Suite 1300, Austin, Texas 78701.

7. Dr. Neeraj R. Sharma, MD is an individual residing in Texas who may be served at 1314 W. McDermott Drive, Suite 106, Allen, Texas 75013 or wherever he may be found.

III. JURISDICTION AND VENUE

8. Plaintiffs repeat, re-allege, and reassert each and every allegation set forth in forgoing paragraphs as if set forth more fully herein.

9. The Court has subject matter jurisdiction over this lawsuit as Plaintiffs' damages exceed the minimum jurisdictional limits of this Court.

10. Pursuant to Section 15.002(a)(1) of the Texas Civil Practice and Remedies Code, venue is proper in Dallas County, Texas because a substantial part of the events forming the basis of this lawsuit occurred in Dallas County, Texas. Specifically, certain actions and omissions took place at The Plaza at Richardson, 1301 Richardson Dr., Richardson, Texas 75080-4648 in Dallas County.

IV. STATUTORY NOTICE AND RULE 47 STATEMENT

11. Pursuant to Tex. Civ. Prac. & Rem. Code §§ 74.051 & 74.052, Plaintiffs served Defendants with pre-suit notice before the filing of this suit.

12. Pursuant to Tex. Civ. Prac. & Rem. Code § 74.051, the statute of limitations in this matter was tolled for a period of seventy-five (75) days following the service of the above-described pre-suit notice.

13. Plaintiffs prefer to have this Honorable Judge or a jury determine the fair amount of compensation for Plaintiffs' damages, and Plaintiffs place the decision regarding the amount of compensation to be awarded in this Honorable Judge or jury's hands. However, pursuant to Rule 47 of the Texas Rules of Civil Procedure, Plaintiffs are required to provide a statement regarding the amount of monetary relief sought. Accordingly, Plaintiffs state that the monetary relief sought is more than one million dollars and zero cents (\$1,000,000.00).

V. FACTS

14. During her lifetime, the decedent, Sally Jordan, was diagnosed with kyphoscoliosis which caused numerous medical complications including but not limited to restrictive lung disease and acute chronic respiratory failure. As her life progressed breathing became difficult and, at times, the condition was life-threatening.

15. On October 6, 2014, Sally Jordan duly executed her living will, titled Texas Directive to Physicians and Family of Surrogates, which provides do-not-resuscitate provisions in part as follows:

“I, Sally Dell Jordan, recognize that the best health care is based upon a partnership of trust and communication with my physician. My physician and I will make health care decisions together as long as I am of sound mind and able to make my wishes known. If there comes a time that I am unable to make medical decisions about myself because of illness or injury, I direct that the following treatment preferences be honored:

If, in the judgment of my physician, I am suffering with a terminal condition from which I am expected to die within six months, even with available life-sustaining treatment provided in accordance with prevailing standards of medical care:

I request that all treatments other than those needed to keep me comfortable be discontinued or withheld and my physician allow me to die as gently as possible; OR

If, in the judgment of my physician, I am suffering with an irreversible condition so that I cannot care for myself or make decisions for myself and I am expected to die without life-sustaining treatment provided in accordance with prevailing standards of care:

I request that all treatments other than those needed to keep me comfortable be discontinued or withheld and my physician allow me to die as gently as possible.”

“After signing this directive, if my representative or I elect hospice care, I understand and agree that only those treatments needed to keep me comfortable would be provided and I would not be given available life-sustaining treatments.”

“If, in the judgment of my physician, my death is imminent within minutes to hours, even with the use of all available medical treatment provided within the prevailing standard of care, I acknowledge that all treatments may be withheld or removed except those needed to maintain my comfort.”

“This directive will remain in effect until I revoke it. No other person may do so.”

16. Also on October 6, 2014, Sally Jordan duly executed her Medical Power of Attorney and designated her son, James Jordan, as her health care agent which empowered him to make any and all health care decisions for Sally Jordan if she were unable to make her own health care decisions. Within the same document Sally Jordan designated her daughter, Amanda Norris, as the first alternate health care agent empowered with the same abilities should James Jordan be unable or unwilling to make such decisions for Sally Jordan.

17. On April 17, 2015, Sally Jordan experienced a painful shortness of breath while attending her granddaughter’s dance competition necessitating a physician to examine her condition. Thereafter, Sally Jordan was transported to Methodist Richardson Medical Center (hereafter “Methodist Richardson”) for treatment.

18. On April 17, 2015, Sally Jordan was admitted to Methodist Richardson. During this stay, Amanda Norris personally delivered to hospital staff a copy of Sally Jordan’s Medical Power of Attorney and Texas Directive to Physicians and Family of Surrogates; said document should have been entered into the Methodist Richardson filing system and a copy should have been added to Sally Jordan’s medical file.

19. On April 20, 2015, Methodist Richardson conducted an intake of Sally Jordan and her attending physician, Nadia Takieddine, MD, dictated a document titled History and Physical explicitly divulging Sally Jordan’s “DO NOT RESUSCITATE” order in accordance with her Texas Directive to Physicians and Family of Surrogates.

20. During her hospitalization at Methodist Richardson, Sally Jordan was diagnosed with acute respiratory failure, pneumonia, decubitus ulcer, mucus plugging of bronchi, and kyphoscoliosis; Sally Jordan was sufficiently treated for said conditions.

21. On April 28, 2015, Sally Jordan was discharged from Methodist Richardson in fair condition. Particularly, Sally Jordan's discharge document from Methodist Richardson listed her abdomen as soft/non-tender, her cardiac had a regular rhythm, her neck was supple, she had no incontinence, and there was no deficit in her neurological condition. In addition, the discharge document identified Sally Jordan was a "fall risk" with a history of various falls causing injury. Said document, completed by Sally Jordan's attending physician at Methodist Richardson, Nadia Takieddine, MD, titled Physician Discharge Summary, listed Sally Jordan's code status as "DO NOT RESUSCITATE."

22. At the time of release from Methodist Richardson, Amanda Norris and James Jordan considered home care for Sally Jordan; however, after consultation, the family determined that care at a skilled nursing facility was more suitable.

23. On or around April 28, 2015, Amanda Norris and James Jordan requested Sally Jordan reside at Garnet Hill Rehabilitation and Skilled Care (hereafter "Garnet Hill") as she was a fall risk and they felt it was the most suitable to provide the specialized skilled nursing care she needed; however, Garnet Hill was then at full capacity. A social worker at Methodist Richardson, Brandi S. Allen, arranged for Sally Jordan to temporarily reside at The Plaza at Richardson (hereafter "The Plaza"), which is a sister property of Garnet Hill, until a room became available at Garnet Hill.

24. On or around April 29, 2015, Sally Jordan was admitted to The Plaza. Upon admission to The Plaza Amanda Norris provided its staff member with Sally Jordan's Medical

Power of Attorney and Texas Directive to Physicians and Family of Surrogates. Multiple copies of said documents were made and added to Sally Jordan's file; also, Sally Jordan's do-not-resuscitate provisions were explicitly notated within her file.

25. On or around May 1, 2015, management at The Plaza informed Amanda Norris that space was made available at Garnet Hill and Sally Jordan would subsequently be transported to the same. In response, Amanda Norris questioned the active staff member of The Plaza whether she needed to provide a copy of Sally Jordan's Medical Power of Attorney and Texas Directive to Physicians and Family of Surrogates to Garnet Hill; said staff member assured her that a copy of Sally Jordan's entire file would be expeditiously forwarded from The Plaza to Garnet Hill.

26. On May 1, 2015, Sally Jordan was transported to Garnet Hill for admission. Garnet Hill should have properly completed all facets of its intake process for Sally Jordan before she was admitted into the facility.

27. On May 1, 2015, Garnet Hill received a document from The Plaza via facsimile describing categories of Sally Jordan's medical file such as her diet, medical history, various messages from her physician, and rehabilitation needs. Said document contains an entry made in Sally Jordan's file at The Plaza stating "04/29/2015 Advanced Directives CODE STATUS – DNR." As such, Garnet Hill possessed explicit instructions Sally Jordan's code status was that of do-not-resuscitate.

28. On May 1, 2015, Garnet Hill employee Donna Tully electronically signed a document titled "Physician's Telephone Order" scribing attending physician Neeraj Sharma listed Sally Jordan as "CODE STATUS Full Code." Said document was electronically signed by Neeraj Sharma on May 4, 2015.

29. On information and belief, Sally Jordan's condition began to deteriorate on May 3, 2015. Sally Jordan was found on the floor next to her bed, complained of pain but refused pain medication when offered.

30. On May 4, 2015, after the injury sustained to Sally Jordan, Garnet Hill staff completed Sally Jordan's "Resident Assessment and Care Screening" intake document. Within said document, in direct contrast to the April 28, 2015 discharge document of Methodist Richardson, Garnet Hill staff stipulated that Sally Jordan had not "have a fall any time in the last month" or "in the last 2-6 months prior to admission/entry."

31. On May 4, 2015, Sally Jordan's condition rapidly worsened and she was found by Garnet Hill staff to be unresponsive to verbal and touch stimuli. Rather than abide by Sally Jordan's wishes, Garnet Hill staff administered life-sustaining treatment to Sally Jordan in complete violation of the do-not-resuscitate provisions in her Living Will titled Texas Directive to Physicians and Family of Surrogates.

32. Garnet Hill staff called 911. The Wylie Fire Department EMT arrived and took Sally Jordan via ambulance to Methodist Richardson. While in route, the Wylie Fire Department EMT paramedic continued the administration of rapid sequence intubation to Sally Jordan that Garnet Hill staff commenced.

33. Later that day, Garnet Hill staff called Amanda Norris requesting her presence to sign documentation on behalf of Sally Jordan. During this conversation, Amanda discovered that Garnet Hill staff had already transferred Sally Jordan to the hospital. Amanda Norris immediately questioned the Garnet Hill staff member as to why Sally Jordan was transferred and which hospital. The staff member could not identify which hospital Sally Jordan was taken to. Amanda Norris informed her brother and together they contacted local hospitals to inquire if

Sally Jordan was in attendance. Finally, the parties were able to locate Sally Jordan at Methodist Richardson.

34. James Jordan later discovered that a staff person at Garnet Hill, Paul Macharia, left a voicemail on his cellular phone stating Sally Jordan was “taken to the hospital” but failed to identify which hospital she was taken to. James Jordan, and Amanda Norris, after learning of Sally Jordan’s condition, attempted to contact Garnet Hill for additional information, but found the phone lines at Garnet Hill inoperable at that time. No messages or phone calls were left for Amanda Norris despite the fact she was also listed as a primary contact with Garnet Hill.

35. Amanda Norris arrived at Methodist Richardson and entered the emergency room where Sally Jordan had been treated. Amanda Norris viewed Sally Jordan placed on a ventilator. In response, Amanda Norris immediately informed the Methodist Richardson Nurse Desk regarding the do-not-resuscitate orders included in Sally Jordan’s Living Will. The intubation of Sally Jordan and the life-sustaining treatment provided to her violated her wishes demarcated in the Texas Directive to Physicians and Family of Surrogates.

36. Sally Jordan would have died of natural causes as explicitly notated in her Texas Directive to Physicians and Family of Surrogates if not for the life-sustaining treatment she received from Garnet Hill and Richardson Methodist in violation of said directive. Further, The Plaza failed to properly transfer Sally Jordan and her medical file to Garnet Hill.

37. Subsequently, on May 4, 2015, Sally Jordan’s pulmonologist at the Methodist Richardson emergency room, Marcum Quinn, MD, advised Amanda Norris and James Jordan they must make a decision whether to remove Sally Jordan’s life-sustaining tubes to end her life. Quinn explained that it was “cruel to make [Sally] work that hard to breathe.” As Sally Jordan’s granddaughter’s (Amanda Norris’s daughter) birthday was the next day on May 5, 2015,

Amanda Norris requested time to make such a grave decision. Quinn urged Amanda Norris and James Jordan to make the decision within twenty-four (24) hours. The parties felt unnecessarily pressured and rushed to make such a choice which never would have occurred had Defendants adhered to Sally Jordan's Living Will.

38. During her stay, Sally Jordan remained connected to a feeding tube. At this time Sally Jordan became conscious, but was unable to speak due to the intubated tube in her mouth. Sally Jordan attempted to communicate with Amanda Norris utilizing hand gestures. Amanda Norris then drew large alphabet characters to help facilitate Sally Jordan's communication. Sally Jordan weakly pointed to various letters and spelled "who placed this tube." At that time, Amanda Norris and James Jordan were forced to explain to their mother that her do-not-resuscitate order within her Living Will was not followed. Sally Jordan reacted in an extremely pained and frustrated manner.

39. On May 6, 2015, Amanda Norris and James Jordan were again faced with the decision whether to remove the intubated tubes providing life-sustaining treatment to Sally Jordan. Prior to said decision, an x-ray revealed Sally Jordan's left lung collapsed deeming Methodist Richardson would be unable to remove said life-sustaining tubes without a high risk of killing Sally Jordan or causing her extreme pain. In response, Sally Jordan's lung was suctioned in hopes to remove said tube; however, this procedure did not succeed.

40. On May 7, 2015, Sally Jordan's left lung remained collapsed deeming removal of the life-sustaining tube problematic. Again, Methodist Richardson attempted to painfully suction Sally Jordan's left lung in order to remove her life-sustaining tube; the procedure failed to succeed a second time.

41. On May 8, 2015, Methodist Richardson attempted a third time to extubate Sally Jordan's life-sustaining tube. An additional x-ray revealed Sally Jordan's left lung remained plugged and collapsed. However, Sally Jordan's attending physician at Methodist Richardson decided to move forward with the removal of the life-sustaining tube. The painstaking removal of the tube succeeded despite the collapsed lung and Sally Jordan was immediately placed on a bi-level positive airway pressure machine (hereafter "BiPAP").

42. On May 10, 2015, Mother's Day 2015, Sally Jordan's condition deteriorated requiring she wear the BiPAP at all times. This pained her as she was claustrophobic and despised the BiPAP. On Mother's Day, Amanda Norris and James Jordan requested the BiPAP be temporarily removed from Sally Jordan so they could speak with their mother, but the attending Methodist Richardson respiratory therapist explained she could only sustain fifteen (15) seconds without the mask. Upon removal of the mask Sally Jordan was only able to utter various words before the immediate need to return the mask.

43. On May 12, 2015, Marcum Quinn, MD, Sally Jordan's attending physician, explained he was leaving town and again pressed Amanda Norris and James Jordan to make a decision whether to remove Sally Jordan's life-sustaining machinery and allow her to die. On May 13, 2015, Amanda Norris and James Jordan, after consulting Methodist Richardson staff, decided to take Sally Jordan off of the BiPAP and replace it with a separate nasal oxygen tube. This was done in hopes of Amanda Norris and James Jordan communicating with their mother one last time.

44. As night approached, the parties were forced to decide whether to stay overnight in Methodist Richardson or return home to sleep. Amanda Norris and James Jordan then left Methodist Richardson at approximately 11:00 p.m. Thereafter, at approximately 1:00 a.m. on

May 14, 2015, staff at Methodist Richardson contacted the parties to immediately return as it was assumed Sally Jordan was soon to die. The parties contacted the hospice chaplain to attend her bedside and he remained with the parties for several hours during the night. In the late morning of May 14, 2015, the hospice representative encouraged the parties to temporarily leave Sally Jordan's room to have lunch in the Methodist Richardson cafeteria. While paying at the cashier, said hospice representative ran to the parties and hastily requested they immediately return to Sally Jordan's room as she was again likely to die. Upon the parties return to Sally Jordan's room, her vital signs had stabilized. During this time, Sally Jordan's blood pressure would be automatically taken by a machine and said machine would emit a 'beep' sound; said sound was so nerve wracking to Amanda Norris and James Jordan they requested all sounding machines to be temporarily silenced due to the stress it caused.

45. Later on May 14, 2015, it was apparent to Amanda Norris and James Jordan that Sally Jordan could no longer be stimulated when they talked to her; at that time the parties realized they would never have another response from their mother. At this time, Sally Jordan's organs began to fail; Sally Jordan lost control of her bowels in the hospital bed. Hospice staff placed a catheter to collect Sally Jordan's urine and bowel movements; she had previously refused the use of catheters during multiple hospital visits as she despised them. Later, Sally Jordan's organs failed to process the substance emitted from her feeding tube, the medical staff reversed the flow of the feeding tube; the family witnessed the contents of Sally Jordan's stomach, removed through the tube in her nose, dumped into a container beside her bed.

46. Sally Jordan endured over ten (10) days of anguish, agony, and torment, all while her children witnessed this torture, due to the violations of the do-not-resuscitate provisions included in her Living Will.

47. On May 14, 2015, at 5:08 p.m. Sally Jordan was pronounced dead.

VI. CAUSES OF ACTION

48. Plaintiffs repeat, re-allege, and reassert each and every allegation set forth in forgoing paragraphs as if set forth more fully herein.

Respondeat Superior

49. Defendants Methodist Health System, individually and d/b/a Methodist Richardson Medical Center, Methodist Richardson Medical Center, SNF Operations, LP, d/b/a The Plaza at Richardson, and GH SNF Operations, LLC d/b/a Garnet Hill Rehabilitation and Skilled Care are liable for the negligence of their employees, agents, and/or representatives inclusive of Dr. Shakil Ahmed, MD, Dr. Marcum O. Quinn, MD, and Dr. Neeraj R. Sharma, MD pursuant to the doctrine of respondeat superior because the employees, agents, and/or representatives were acting in the course and scope of their respective employment with Defendants Methodist Health System, individually and d/b/a Methodist Richardson Medical Center, Methodist Richardson Medical Center, SNF Operations, LP, d/b/a The Plaza at Richardson, and GH SNF Operations, LLC d/b/a Garnet Hill Rehabilitation and Skilled Care.

50. In the alternative, Defendants Methodist Health System, individually and d/b/a Methodist Richardson Medical Center, Methodist Richardson Medical Center, SNF Operations, LP, d/b/a The Plaza at Richardson, and GH SNF Operations, LLC d/b/a Garnet Hill Rehabilitation and Skilled Care are liable for the negligence of their employees, agents, and/or representatives because the employees, agents, and/or representatives were acting as borrowed servants of Defendants Methodist Health System, individually and d/b/a Methodist Richardson Medical Center, Methodist Richardson Medical Center, SNF Operations, LP, d/b/a The Plaza at

Richardson, and GH SNF Operations, LLC d/b/a Garnet Hill Rehabilitation and Skilled Care at all times.

Negligent Hiring, Retention and Supervision

51. Defendants Methodist Health System, individually and d/b/a Methodist Richardson Medical Center, Methodist Richardson Medical Center, SNF Operations, LP, d/b/a The Plaza at Richardson, and GH SNF Operations, LLC d/b/a Garnet Hill Rehabilitation and Skilled Care are liable for the negligence of their employees, agents, and/or representatives because they did not use ordinary care in hiring, supervising, training and retaining them and their supervisors, and the breach of the applicable standard of care by these employees, agents, and/or representatives and their supervisors, as described above, proximately caused injuries to Plaintiffs.

Ostensible Agency/Alter-Ego

52. In the alternative, if the negligent employees, agents, and/or representatives were not acting as employees, agents, and/or representatives and/or borrowed servants of Defendants Methodist Health System, individually and d/b/a Methodist Richardson Medical Center, Methodist Richardson Medical Center, SNF Operations, LP, d/b/a The Plaza at Richardson, and GH SNF Operations, LLC d/b/a Garnet Hill Rehabilitation and Skilled Care, then the employees, agents, and/or representatives were acting as the ostensible agents of Defendants Methodist Health System, individually and d/b/a Methodist Richardson Medical Center, Methodist Richardson Medical Center, SNF Operations, LP, d/b/a The Plaza at Richardson, and GH SNF Operations, LLC d/b/a Garnet Hill Rehabilitation and Skilled Care at all relevant times. Specifically (1) there was a reasonable belief that the employees, agents, and/or representatives were the employees, agents, and/or representatives of Defendants Methodist Health System,

individually and d/b/a Methodist Richardson Medical Center, Methodist Richardson Medical Center, SNF Operations, LP, d/b/a The Plaza at Richardson, and GH SNF Operations, LLC d/b/a Garnet Hill Rehabilitation and Skilled Care; (2) the belief was generated by Defendants Methodist Health System, individually and d/b/a Methodist Richardson Medical Center, Methodist Richardson Medical Center, SNF Operations, LP, d/b/a The Plaza at Richardson, and GH SNF Operations, LLC d/b/a Garnet Hill Rehabilitation and Skilled Care's affirmatively holding out of the employees, agents, and/or representatives as their employees, agents, and/or representatives and (3) there was justifiable reliance on Defendants Methodist Health System, individually and d/b/a Methodist Richardson Medical Center, Methodist Richardson Medical Center, SNF Operations, LP, d/b/a The Plaza at Richardson, and GH SNF Operations, LLC d/b/a Garnet Hill Rehabilitation and Skilled Care's representation of authority.

Claim for Medical Negligence – Defendant Hospital

53. Plaintiffs repeat, re-allege, and reassert each and every allegation set forth in forgoing paragraphs as if set forth more fully herein.

54. Defendant Hospital was at all times under a duty of reasonable care to assess, determine, and effectuate the end of life planning requirements of its patients. This duty of care included the responsibility to ensure that a patient's end of life choices, as expressed through end of life planning documents such as powers of attorney, living wills, healthcare surrogate forms, and, specifically, Sally Jordan's Texas Directive to Physicians and Family of Surrogates, are honored, respected, and complied with by its own staff and by all medical personnel who might foreseeably encounter its patient.

55. Sally Jordan was a patient admitted to the Defendant Hospital and Defendant Hospital departed from accepted standards of medical care when treating Sally Jordan. Defendant Hospital breached its duty of care to Sally Jordan in the following ways:

- a. failing to sufficiently recognize Sally Jordan was a recent patient in attendance at its facility, despite receiving advanced notice of patient's name prior to receipt of her, with an advanced directive bearing do-not-resuscitate (hereafter "DNR") provisions;
- b. failing to adhere to Texas Health and Safety Code 166.004(b) by following written policies regarding the implementation of Sally Jordan's advanced directive;
- c. failing to ensure Sally Jordan's Texas Directive to Physicians and Family of Surrogates was transferred with the patient and her medical records to the in-patient hospice facilities attended by Sally Jordan, particularly In-Patient Hospice named herein;
- d. failing to ensure Sally Jordan's other pertinent medical records, containing her attending physician's orders, were transferred with Sally Jordan to In-Patient Hospice;
- e. failing to properly identify Sally Jordan as a DNR patient; failing to alert the receiving in-patient hospice facility that Sally Jordan was a DNR patient;
- f. failing to properly train its staff and employees to take reasonable steps to ensure that end of life planning documents are properly transported with its patient; and
- g. failing to take all reasonable steps to secure the informed refusal of Sally Jordan subsequent to her transfer or to related examination and treatment.

56. As a direct and proximate result of the medical negligence of Defendant Hospital, Sally Jordan suffered unwanted medical interference near the end of her life in violation of her expressed wishes to die without being subjected to such unwanted medical treatment.

57. Additionally, Sally Jordan suffered an artificially prolonged death which was repugnant to her values and wishes regarding her advanced directive. Sally Jordan was forced to endure violent and painful medical interventions, receive paralyzing drugs, insertion of multiple tubes into her throat and her stomach, the delayed removal of life-sustaining tubes in her throat and lungs, bear a feeding tube, forced catheterization, and have air forced into her lungs. Sally Jordan was claustrophobic and intubation caused her significant distress and anxiety.

58. Further, Sally Jordan was unable to speak due to intubation which greatly frustrated her. But for the negligence of Defendant Hospital and its physicians and employees, Sally Jordan would have experienced a quick and natural death, as she desired. However, due to the medical negligence of Defendant Hospital, Sally Jordan was robbed of her natural death and instead suffered from prolonged pain and suffering, in a manner that was contrary and repugnant to her expressed wishes, until her death. Sally Jordan, as a patient admitted to Defendant Hospital's facility, was entirely dependent upon its staff and employees for her care and well-being. Defendant Hospital provided medical care to Sally Jordan, housed and fed Sally Jordan, and provided to her all of her daily needs and care. All of Sally Jordan's medical and personal needs were under the control of Defendant Hospital, and because she was a patient receiving medical care, this included the manner in which Sally Jordan would die. Defendant Hospital owed a duty of medical standard of care to Sally Jordan.

59. The applicable duty of medical standard of care placed an obligation on Defendant Hospital to honor, respect, and effectuate Sally Jordan's end of life choices, including

the DNR provisions expressed within Sally Jordan's Texas Directive to Physicians and Family of Surrogates, that medical intervention and resuscitative efforts should not be inflicted upon Sally Jordan during the final moments of her life.

60. In breaching the duty to its patient, Defendant Hospital disregarded the applicable medical standard of care and placed its own interests above that of Sally Jordan. Defendant Hospital was more concerned with delivering healthcare to patients so as to enhance and maximize its profits, rather than respecting end of life decisions by patients such as Sally Jordan who wished to die without intrusive, invasive, and painful prolongation of life through medical intervention. Defendant Hospital further breached a fiduciary duty it owed to Sally Jordan.

61. Defendant Hospital's breach of the applicable medical standard of care and fiduciary duty were the proximate causes of damages that were subsequently inflicted upon Sally Jordan by third parties and by Defendant Hospital, as alleged in this Complaint.

62. In addition, Defendant Hospital committed battery when providing life-sustaining treatment to Sally Jordan without her informed consent. Defendant Hospital previously discharged Sally Jordan and confirmed possession of her Texas Directive to Physicians and Family of Surrogates containing DNR provisions; the same was within Sally Jordan's medical file stored within Defendant Hospital. However, within one (1) week Sally Jordan returned to Defendant Hospital's facility, life-sustaining medical treatment was administered to Sally Jordan. Defendant Hospital intentionally administered nonconsensual physical contact by intubating Sally Jordan and performing life-sustaining treatment despite readily available access to and possession of Sally Jordan's DNR orders. This unwanted battery caused Sally Jordan to suffer anguish, agony, and torment over the span of more than ten (10) days.

63. Plaintiffs demand a judgment for all damages suffered by Sally Jordan, including but not limited to compensatory damages, any and all past medical bills incurred in the violation of her advanced directive, her mental anguish, for her pain and suffering, for the violation of her rights as a patient, exemplary damages, for costs of this action, for attorney's fees as allowable by law, and for all other relief as this Court deems just and equitable.

Claim for Medical Negligence – In-Patient Hospice (For this section only, Defendants Garnet Hill, The Plaza, and Dr. Neeraj Sharma are referred to as “In Patient Hospice”)

64. Plaintiffs repeat, re-allege, and reassert each and every allegation set forth in forgoing paragraphs as if set forth more fully herein.

65. Defendants In-Patient Hospice, were at all times under a duty of reasonable care to assess, determine, and effectuate end of life planning requirements of its patients. This duty of care included the responsibility to ensure that a patient's end of life choices, as expressed through end of life planning documents such as powers of attorney, living wills, healthcare surrogate forms, and, particularly, Sally Jordan's Texas Directive to Physicians and Family of Surrogates, are honored, respected, and complied with by its own staff and by all medical personnel who might foreseeably encounter the patient.

66. Sally Jordan was a patient admitted to In-Patient Hospice and In-Patient Hospice owed her said duty of care. In-Patient Hospice breached its duty of care to Sally Jordan by:

- a. failing to perform a proper intake assessment of Sally Jordan at the time of her admission to determine her end of life decisions and planning;
- b. failing to communicate with Defendant Hospital to determine Sally Jordan's end of life decisions and planning; failing to communicate with Plaintiffs to determine Sally Jordan's end of life decisions and planning;

- c. The Plaza failing to transfer Sally Jordan's Texas Directive to Physicians and Family of Surrogates to Garnet Hill while facilitating the transfer of Sally Jordan to the subsequent facility;
- d. failing to adhere to Texas Health and Safety Code 166.004(b) by following written policies regarding the implementation of Sally Jordan's advanced directive;
- e. Garnet Hill failing to adhere to the document labeling Sally Jordan's "CODE STATUS DNR" sent via facsimile from The Plaza;
- f. Garnet Hill failing to provide the proper nursing/hospice care Sally Jordan needed, but rather, calling the paramedics when she was found unresponsive;
- g. Garnet Hill and its staff failing to communicate with The Plaza, its sister company, to successfully receive Sally Jordan's Texas Directive to Physicians and Family of Surrogates; and
- h. failing to properly train its staff and employees to take reasonable steps to ensure that end of life planning decisions are properly assessed, determined, documented, and effectuated, so as to prevent the administration of unnecessary and unwanted medical treatment at Sally Jordan's end of life.

67. As a direct and proximate result of the negligence of In-Patient Hospice, Sally Jordan suffered undesired medical interference at the end of her life in violation of her expressed wishes to die without being subjected to such unwanted medical treatment.

68. Additionally, Sally Jordan suffered an artificially prolonged death in a manner that was repugnant to her values and wishes regarding how she desired to die. Sally Jordan was forced to endure violent and painful medical interventions, receive paralyzing drugs, have tubes

inserted into her throat and her stomach, endure a feeding tube, forced catheterization, and have air forced into her lungs. Sally Jordan was claustrophobic and being intubated caused her distress and anxiety. Sally Jordan was unable to speak due to intubation, which greatly frustrated her. But for the negligence of In-Patient Hospice, Sally Jordan would have experienced a quick and natural death, as she desired. However, due to the negligence of In-Patient Hospice, Sally Jordan was robbed of her natural death and instead suffered from prolonged dying in a manner that was contrary and repugnant to her expressed wishes.

69. Sally Jordan, as a patient admitted to In-Patient Hospice's facility, was entirely dependent upon on said entities for her care and well-being. In-Patient Hospice provided medical care to Sally Jordan, housed and fed Sally Jordan, and provided all her daily needs and care. All of Sally Jordan's personal needs were under the control of In-Patient Hospice, and because she was a patient receiving medical care, this included the manner in which Sally Jordan would die. In-Patient Hospice owed a duty of medical standard of care to Sally Jordan.

70. The applicable duty of medical standard of care placed an obligation on In-Patient Hospice to honor, respect, and effectuate Sally Jordan's end of life choices, including the choice expressed in her Texas Directive to Physicians and Family of Surrogates that medical intervention and resuscitative efforts should not be inflicted upon Sally Jordan during the final moments of her life. Further, a relationship of trust and confidence existed between Sally Jordan and In-Patient Hospice, such that confidence was reposed by Sally Jordan and trust was accepted by In-Patient Hospice. In-Patient Hospice breached the applicable standard of care to Sally Jordan by failing to honor, respect, and effectuate Sally Jordan's end of life choices, including the choice expressed in her Texas Directive to Physicians and Family of Surrogates that medical

intervention and resuscitative efforts should not be inflicted upon Sally Jordan during the final moments of her life.

71. In breaching their duty to Sally Jordan, In-Patient Hospice disregarded the applicable standard of medical care and placed its own interests above that of its patient. In-Patient Hospice was more concerned with delivering healthcare to patients so as to enhance and maximize its profits, rather than respecting end of life decisions by patients such as Sally Jordan who wished to die without intrusive, invasive, and painful prolongation of life through medical intervention.

72. In-Patient Hospice further breached a fiduciary duty that was owed by them to Sally Jordan. Defendant In-Patient Hospice is knowledgeable and skillful in medical subjects of which Sally Jordan had little knowledge, but in which she had a vital interest. Defendant as a fiduciary, owed Sally Jordan the fiduciary duties of good faith, to exercise due care and skill, and obtain informed consent for any and all of medical treatment provided or withheld to Sally Jordan.

73. Garnet Hill is subject to liability for breach of fiduciary duty as it administered medical treatment to Sally Jordan, despite the DNR provision within her Texas Directive to Physicians and Family of Surrogates, and failed to obtain the informed consent necessary to administer such life-sustaining treatment. In-Patient Hospice's breach of the applicable medical standard of care and fiduciary duty were the proximate causes of damages that were subsequently inflicted upon Sally Jordan by third parties and by In-Patient Hospice, as alleged in this Complaint. Garnet Hill committed battery when providing life-sustaining treatment to Sally Jordan without her informed consent. The Plaza was in possession of Sally Jordan's Texas Directive to Physicians and Family of Surrogates containing DNR provisions and was aware of

Sally Jordan's end-of-life advanced directive. However, life-sustaining medical treatment was administered to Sally Jordan. Garnet Hill intentionally administered nonconsensual physical contact by intubating Sally Jordan and performing life-sustaining treatment despite readily available access to and possession of her DNR orders. This unwanted battery caused Sally Jordan to suffer anguish, agony, and torment over the span of more than ten (10) days.

74. Plaintiffs demand a judgment for all damages suffered by Sally Jordan, including but not limited to compensatory damages, any and all past medical bills incurred in the violation of her advanced directive, her mental anguish, for her pain and suffering, for the violation of her rights as a patient, exemplary damages, for costs of this action, for attorney's fees as allowable by law, and for all other relief as this Court deems just and equitable.

Sally Jordan's Claim for Wrongful Prolongation of Life
Against All Defendants named herein

75. Plaintiffs repeat, re-allege, and reassert each and every allegation set forth in forgoing paragraphs as if set forth more fully herein. Further, Plaintiffs allege that all the acts and/or omissions by all Defendants identified herein constituted a breach of the standard of care causing the wrongful prolongation of life to Sally Jordan and Plaintiffs damages.

76. Texas may not currently recognize a standalone wrongful prolongation of life cause of action. However, this case of first instance is necessary to provide justice for the pain and suffering endured by Sally Jordan in violation of her validly executed advanced directive. Sally Jordan possessed the constitutional right to complete an advance directive stipulating her desire to refuse life-sustaining medical treatment. On October 6, 2014 Sally Jordan duly executed her Texas Directive to Physicians and Family of Surrogates containing provisions regarding her explicit DNR orders. As such, Sally Jordan possessed a liberty interest in refusing unwanted medical treatment. Sally Jordan's liberty interest was violated when Defendants

breached the standard of care by committing all the acts/omissions identified in this First Amended Petition in direct violation of her DNR provisions. The violation of Sally Jordan's advanced directive by Defendants differs from the standard of care, skill, and prudence exercised under the same or similar circumstances in the same or similar community.

77. If not for the acts and/or omissions of all the Defendants, the life-sustaining medical treatment administered by Defendants to Sally Jordan, including the administrative breach of the standard of care, Sally Jordan would have naturally passed as per the DNR provision within her Texas Directive to Physicians and Family of Surrogates. However, Defendants acts and/or omissions caused Sally Jordan and her family to suffer over ten (10) days through pain, anguish, and agony. Sally Jordan ascertained and explicitly conveyed her desire for refusal of life-sustaining treatment, Defendants were in receipt of the document in which Sally Jordan conveyed said desires, but Defendants breached the standard of care by not abiding by the DNR and prolonged Sally Jordan's life against her desire and extended her suffering against her wishes.

78. Plaintiffs demand a judgment for all damages suffered by Sally Jordan and her family, including but not limited to compensatory damages, any and all past medical bills incurred in the violation of her advanced directive, her mental anguish, for her pain and suffering, for the violation of her rights as a patient, exemplary damages, for the mental anguish, pain and suffering of all the Plaintiffs named herein, for costs of this action, for attorney's fees as allowable by law, and for all other relief as this Court deems just and equitable.

VII. DAMAGES

79. Plaintiffs repeat, re-allege, and reassert each and every allegation set forth in forgoing paragraphs as if set forth more fully herein.

80. Plaintiffs seek to recover economic damages for medical malpractice in the form of reasonable and necessary medical expenses incurred as a result from the treatment administered to Sally Jordan by medical negligence of Defendants. Further, Plaintiffs seek noneconomic damages for the medical malpractice of Defendants causing physical pain and suffering, mental and emotional pain and anguish to Sally Jordan pursuant to Texas Civil Practice & Remedies Code §41.001(12). In addition, Plaintiffs seek exemplary damages for the outrageous, malicious, and otherwise morally culpable conduct committed by Defendants' medical negligence and wrongful prolongation of Sally Jordan's life pursuant to Texas Civil Practice & Remedies Code §41.003(a)(3). More so, Plaintiffs seek to recover exemplary damages in order to punish Defendants' wrongful behavior and to deter Defendants from engaging in the same of similar conduct in the future. Furthermore, Plaintiffs seek prejudgment and postjudgment interest on past damages at the highest rate allowed by law from the earliest time allowed by law pursuant to Texas Finance Code §304.1045. Finally, Plaintiffs seek to recover all taxable costs of court incurred in the prosecution of this suit pursuant to Texas Rules of Civil Procedure 131.

VIII. JURY DEMAND

81. Plaintiffs respectfully request that the trial of this cause of action be by jury.

IX. DISCOVERY REQUESTS TO ALL DEFENDANTS

INSTRUCTIONS

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 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.

DEFINITIONS AND INSTRUCTIONS

1. “Defendant,” “you,” or “your” means **METHODIST HEALTH SYSTEM, Individually and d/b/a METHODIST RICHARDSON MEDICAL CENTER, METHODIST RICHARDSON MEDICAL CENTER, RICHARDSON SNF OPERATIONS, LP d/b/a THE PLAZA AT RICHARDSON, GH SNF OPERATIONS, LLC d/b/a GARNET HILL REHABILITATION AND SKILLED CARE, and NEERAJ SHARMA** unless otherwise specified.

2. “Plaintiff(s)” means **AMANDA NORRIS AND JAMES JORDAN Individually, and AS PERSONAL REPRESENTATIVES OF THE ESTATE OF SALLY JORDAN** unless otherwise specified

3. As used herein, the term “documents” shall mean all writings of every kind, source and authorship, both originals and all nonidentical copies thereof, in your possession, custody, or control, or known by you to exist, irrespective of whether the writing is one intended for or transmitted internally by you, or intended for or transmitted to any other person or entity, including without limitation any government agency, department, administrative, or private entity or person. The term shall include handwritten, typewritten, printed, photocopied, photographic, or recorded matter. It shall include communications in words, symbols, pictures, sound recordings, films, tapes, and information stored in, or accessible through, computer or other information storage or retrieval systems, together with the codes and/or programming instructions and other materials necessary to understand and use such systems. For purposes of illustration and not limitation, the term shall include: affidavits; agendas; agreements; analyses; announcements; bills, statements, and other records of obligations and expenditures; books; brochures; bulletins; calendars; canceled checks, vouchers, receipts and other records of payments; charts or drawings; check registers; checkbooks; circulars; collateral files and contents; contracts; corporate bylaws; corporate charters; correspondence; credit files and contents; deeds of trust; deposit slips; diaries; drafts; files; guaranty agreements; instructions; invoices; ledgers, journals, balance sheets, profit and loss statements, and other sources of financial data; letters; logs, notes, or memoranda of telephonic or face-to-face conversations; manuals; memoranda of all kinds, to and from any persons, agencies, or entities; minutes; minute books; notes; notices; parts lists; papers; press releases; printed matter (including books, articles, speeches, and newspaper clippings); purchase orders; records; records of administrative, technical, and financial actions taken or recommended; reports; safety deposit boxes and contents and records of entry; schedules; security agreements; specifications; statements of bank accounts; statements; interviews; stock transfer ledgers; technical and engineering reports, evaluations, advice, recommendations, commentaries, conclusions, studies, test plans, manuals, procedures, data, reports, results, and conclusions; summaries, notes, and other records and recordings of any conferences, meetings, visits, statements, interviews or telephone conversations; telegrams; teletypes and other communications sent or received; transcripts of testimony; UCC instruments; work papers; and all other writings, the contents of which relate to, discuss, consider, or otherwise refer to the subject matter of the particular discovery requested.

4. In accordance with Tex. R. Civ. P. Rule 192.7, a document is deemed to be in your possession, custody or control if you either have physical possession of the item or have a right to possession of the item that is equal or superior to the person who has physical control of the item.

5. “Person”: The term “person” shall include individuals, associations, partnerships,

corporations, and any other type of entity or institution whether formed for business purposes or any other purposes.

6. “Identify” or “Identification”:

(a) When used in reference to a person, “identify” or “identification” means to state his or her full name, present or last known residence address, present or last known business address and telephone number.

(b) When used in reference to a public or private corporation, governmental entity, partnership or association, “identify” or “identification” means to state its full name, present or last known business address or operating address, the name of its Chief Executive Officer and telephone number.

(c) When used in reference to a document, “identify” or “identification” shall include statement of the following:

(i) the title, heading, or caption, if any, of such document;

(ii) the identifying number(s), letter(s), or combination thereof, if any; and the significance or meaning of such number(s), letter(s), or combination thereof, if necessary to an understanding of the document and evaluation of any claim of protection from discovery;

(iii) the date appearing on such document; if no date appears thereon, the answer shall so state and shall give the date or approximate date on which such document was prepared;

(iv) the number of pages and the general nature or description of such document (i.e., whether it is a letter, memorandum, minutes of a meeting, etc.), with sufficient particularity so as to enable such document to be precisely identified;

(v) the name and capacity of the person who signed such document; if it was not signed, the answer shall so state and shall give the name of the person or persons who prepared it;

(vi) the name and capacity of the person to whom such document was addressed and the name and capacity of such person, other than such addressee, to whom such document, or a copy thereof, was sent; and

(vii) the physical location of the document and the name of its custodian or custodians.

7. “Settlement”: as used herein, means:

(a) an oral or written, disclosed or undisclosed agreement, bargain, contract, settlement, partial settlement, limited settlement, arrangement, deal, understanding, loan arrangement, credit arrangement, contingent settlement, limitation on the amount of liability or judgment, or a promise by or between plaintiffs and any defendants or between any defendants herein whereby plaintiffs or defendants have in any way released, compromised, in whole or in part, directly or indirectly, or agreed to do so in the future, any of the matters in controversy in this lawsuit whether before, after or during trial or before or after any jury verdict is returned herein or a judgment is entered or rendered herein.

(b) any resolution of the differences between the plaintiffs and the defendants by loan to the plaintiffs or any other device which is repayable in whole or in part out of any judgment the plaintiffs may recover against the defendants.

(c) The term “settlement” shall also include “Mary Carter Agreements” as that term is used under Texas Law.

8. Unless a specific date or dates is set forth in any specific question herein, you are directed that each question shall be answered for the period of time up to and including the present date.

9. Unless otherwise indicated, the use in the requests of the name of any party, person or business organization shall specifically include all agents, employees, shareholders, owners, officers, directors, joint ventures, representatives, general partners, limited partners, predecessors, successors, attorneys, divisions, subsidiaries, parent corporations, affiliates and all other persons acting or purporting to act through, on behalf of, at the direction of, or under the control of the subject party, person or business organization.

10. The term “person” includes natural persons, groups of natural persons acting in a collegial capacity (e.g., a committee or council), corporations, partnerships, associations, joint ventures, and any other incorporated or unincorporated business, governmental, public, social or legal entity. A reference to any person shall include, when applicable, its subsidiaries, controlled persons, controlling persons, shareholders, officers, directors, employees, agents, or other persons acting or purporting to act on its behalf.

11. The term “communication,” or any variant thereof, means any contact between two or more persons by which any information or knowledge is transmitted or conveyed between two or more persons and shall include, without limitation, written contact by means such as letters, memoranda, telegrams, teletypes, telexes, e-mails, or any other document, and any oral contact, such as face-to-face meetings or telephone conversations and any writing, documents, or notes reflecting such communications.

12. Production of Electronic and Magnetic Data: Pursuant to TEX. R. CIV. P. 196.4, Plaintiffs hereby specifically request production of electronic or magnetic data responsive to these requests in the form in which it is kept in the ordinary course of business and that is reasonably readable by and compatible with computers running the Windows operating systems

and Microsoft Office software. Specifically, any documents existing in Microsoft Word, Microsoft Excel, Microsoft Power Point, WordPerfect, PDF, or TIF formats shall be produced in hard copy format and shall be maintained in the original format. E-mail maintained in Microsoft Outlook shall be produced in hard copy form or a PST file. E-mail maintained in Lotus Notes shall be produced in hard copy form or a NSF file. All documents produced in electronic or digital format shall be maintained with all metadata intact. Plaintiffs reserve the right to inspect or reproduce any electronic or magnetic data in its original format.

13. The “Lawsuit” shall mean the above styled and numbered cause of action and all Counter, Cross, or Third-Party Claims.

14. “Relate” and “relating” mean regarding, reflecting, referring to, responding to, consisting of, connected with, commenting upon, explaining, discussing, concerning, supporting or showing, whether in whole or in part.

USE OF DEFINITIONS

The use of any particular gender in the plural or singular number of the words defined in this section is intended to include the appropriate gender or number as the text of any particular request for production of documents may require.

TIME PERIOD

Unless specifically stated in a request for production of documents, all information herein requested is for the entire time period from January 1, 2014 through the date of production of documents requested herein.

RULE 194 REQUEST FOR DISCLOSURE TO ALL DEFENDANTS

Please take notice that pursuant to Rule 194 of the Texas Rules of Civil Procedure, you are requested to disclose the following information or material:

- a. The correct names of the parties to the lawsuit;
- b. The name, address and telephone number of any potential parties;
- c. The legal theories and, in general, the factual basis of the responding party’s claims or defenses;
- d. The amount and method of calculating economic damages;
- e. The name, address, and phone numbers of persons having knowledge of relevant facts, and a brief statement of each identified person’s connection with the case.
- f. For any testifying expert:

- (1) The expert's name, address and phone number;
 - (2) The subject matter on which the expert will testify;
 - (3) The general substance of the expert's mental impressions and opinions and brief summary of the basis for them, or if the expert is not retained by, employed by, or otherwise subject to the control of the responding party, documents reflecting such information;
 - (4) If the expert is retained by, employed by, or otherwise subject to the control of the responding party:
 - a. All documents, tangible things, reports, models, or data compilations that have been provided to reviewed by, or prepared by or for the expert in anticipation of the expert's testimony, and
 - b. The expert's current resume and bibliography
- g. Any discoverable indemnity and insuring agreements described in Rule 192.3(f);
- h. Any discoverable settlement agreements described in Rule 192.3(g);
- i. Any discoverable witness statements described in Rule 192.3(h);
- j. In a suit alleging physical or mental injury and damages from the occurrence that is the subject of the case, all medical records and bills that are reasonably related to the injuries or damages asserted or, in lieu thereof, an authorization permitting the disclosure of such medical records and bills;
- k. In a suit alleging physical or mental injury and damages from the occurrence that is the subject of the case, all medical records and bills obtained by the responding party by virtue of an authorization by the requesting party.
- l. The name, address, and telephone number of any person who may be designated as a responsible third party.

REQUEST FOR PRODUCTION OF DOCUMENTS AND TANGIBLE THINGS
TO ALL DEFENDANTS

Please take notice that request is hereby made by Plaintiffs pursuant to Rule 196 of the Texas Rules of Civil Procedure, that Defendants produce or permit the undersigned attorney to inspect and copy or reproduce the items hereinafter designated below.

Within fifty (50) days after service of these Requests for Production, you must serve a written response to the undersigned attorneys at 212 West Spring Valley Road, Richardson, Texas 75081, including the items requested or stating with respect to each request that an inspection and copying or reproduction will be permitted as requested.

In the event a request is objected to, please specifically state (a) the legal or factual basis for the objection, and (b) the extent to which you refuse to comply with the request. Pursuant to Rule 193.2(b) of the Texas Rules of Civil Procedure, a party must comply with as

much of the request to which the party has made no objection unless it is unreasonable under the circumstances to do so before obtaining a ruling on the objection.

CLAIMS OF PRIVILEGE

If it is claimed that any of the items covered by these requests are privileged or otherwise beyond the scope of discovery pursuant to the Texas Rules of Civil Procedure, for each question and document please specify:

1. The type of discussion (i.e., oral, written, electronic);
2. The type of document (i.e., letter, memorandum, contract);
3. Its title;
4. Its date;
5. Its subject matter;
6. The name and address of the person(s) now in possession of it;
7. The name and address of the person(s) who prepared it;
8. The name and address of the participants; and
9. The exact nature of the privilege claim or the basis for claiming that such item is not subject to discovery.

LOST OR DESTROYED DOCUMENTS OR TANGIBLE THINGS

If any documents requested to be identified were at one time in existence but are no longer in existence, then so state, specifying for each document:

1. The type of document (i.e., letter, memorandum, contract);
2. The type(s) of information contained therein;
3. The date upon which it ceased to exist;
4. The circumstances under which it ceased to exist; and
5. The identity of all persons having knowledge or who had knowledge of the contents thereof.

REQUESTS FOR PRODUCTION AND OTHER TANGIBLE THINGS

1. Please produce the medical records belonging to Plaintiffs and Sally Jordan for medical services provided by Defendants.

2. Please produce the billing records belonging to Plaintiffs and Sally Jordan for medical services provided by Defendants.
3. Please produce all confidential information Defendants obtained during Sally Jordan's treatment provided.
4. Please produce copies of all payments Defendants received towards Sally Jordan's balances from any source.
5. Please produce any and all documents evidencing lawsuits within the last ten (10) years in which Defendants were a party.
6. Produce any and all communications Defendants had with Plaintiffs and/or Sally Jordan.
7. Produce all documents identified, directly or indirectly, in your answers to the request for interrogatories included herein.
8. Produce all written, recorded, or signed statements of any party, including the Plaintiffs, Defendants, witnesses, investigators, or agent, representative or employee of the parties concerning the subject matter of this action.
9. Produce all photographs, videotapes or audio tapes, x-rays, diagrams, medical records, surveys or other graphic representations of information concerning the subject matter of this action, the Plaintiffs, or Sally Jordan.
10. Produce any document prepared during the regular course of business as a result of the incident complained of in this First Amended Petition.
11. Produce any and all documents (including, but not limited to, letters, e-mail, handwritten notes, phone messages, or other writings) reflecting conversations or communications between Plaintiff, Defendants, and/or any other person or entity wherein the matters subject of this suit are discussed.

FIRST SET OF INTERROGATORIES TO ALL DEFENDANTS

Please take notice that pursuant to Rules 192 and 197 of the Texas Rules of Civil Procedure, Plaintiffs serve the attached interrogatories to be propounded to Defendants.

You are hereby instructed to answer the following interrogatories separately, fully, in writing, and under oath if required by Rule 197.2(d) of the Texas Rules of Civil Procedure. The answers shall be served upon the undersigned counsel within fifty (50) days after the service of these interrogatories.

Your failure to make timely answers or objections may subject you to sanctions as provided in Rule 215 of the Texas Rules of Civil Procedure.

Furthermore, demand is made for the supplementation of your answers to these interrogatories as required by Rule 193.5 of the Texas Rules of Civil Procedure.

FIRST SET OF INTERROGATORIES

1. Please identify all persons who provided care to Sally Jordan while she was at your facility during the times identified herein this First Amended Petition;
2. Please identify any and all patient advocates/hospice consultants addressing the medical needs of Sally Jordan;
3. Please identify the administrator/director on duty at the time Sally Jordan received care at your facility;
4. Please confirm whether you had possession of Sally Jordan's Texas Directive to Physicians and Family of Surrogates during the time Sally Jordan was receiving care at your facility, provide the date and time you received it and how you received it;
5. Please confirm what the code status was for Sally Jordan when she was at your facility;
6. Please confirm whether you placed Sally Jordan's Texas Directive to Physicians and Family of Surrogates in Sally Jordan's medical file;
7. Please identify what program you use to electronically store medical records;

PRAYER

Plaintiffs, in their various capacities as cited in this cause of action, pray that upon final determination of these causes of action, they receive a judgment against Defendants, jointly and severally, awarding Plaintiffs as follows:

- a. Compensatory damages;
- b. Past medical bills;
- c. Past and future mental anguish;
- d. Past and future pain and suffering;
- e. Exemplary damages;
- f. Prejudgment interest at the highest rate allowed by law from the earliest time

- allowed by law;
- g. Interest rate on the judgment at the highest legal rate from the date of judgment until collected;
 - h. Post-Judgment interest on all sums awarded herein at the highest legal rate until paid;
 - i. Costs of court; and
 - j. All such other and further relief at law and in equity to which Plaintiffs may show themselves to be justly entitled.

Respectfully submitted,

MODJARRAD | ABUSAAD | SAID LAW FIRM

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