

**IN THE DISTRICT CIVIL COURT OF HARRIS COUNTY, TEXAS**

<b>DOUGLAS HODGE, an individual, and SANDRA HODGE, his wife,</b>	)	<b>CIVIL ACTION NO.:</b>
	)	
<b>Plaintiff,</b>	)	<b>JUDGE:</b>
	)	
<b>v.</b>	)	<b>COMPLAINT FOR:</b>
	)	<b>1. NEGLIGENCE;</b>
<b>AJAS, INC.; SUPER 8 MOTELS, INC., a New Jersey Corporation; SUPER 8 WORLDWIDE, INC., a New Jersey Corporation; and DOES 1 through 15, inclusive,</b>	)	<b>2. PREMISES LIABILITY;</b>
	)	<b>3. LOSS OF CONSORTIUM</b>
<b>Defendants.</b>	)	
	)	
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Plaintiffs, Douglas Hodge and Sandra Hodge (“Plaintiffs”) allege:

**PRELIMINARY ALLEGATIONS**

**The Parties**

1. At all times material hereto, the Plaintiff, Douglas Hodge was a citizen and resident of, Cabell County, West Virginia.
2. At all times material hereto, the Plaintiff, Sandra Hodge was a citizen and resident of, Cabell County, West Virginia.
3. Plaintiffs are informed, believe and on that basis allege that Defendant, AJAS, Inc., is a Texas corporation and doing business in Baytown, Harris County, Texas.
4. Plaintiffs are informed, believe and on that basis allege that Defendant, Super 8 Motels, Inc. is a corporation organized and existing under the laws of New Jersey and doing business in Baytown, Harris County, Texas.

5. Plaintiffs are informed, believe and on that basis allege that Defendant, Super 8 Worldwide Inc., is a corporation organized and existing under the laws of New Jersey and doing business in Baytown, Harris County, Texas.

6. The true names and capacities of the Defendants sued herein as Does 1 through 15, inclusive, are unknown to Plaintiff who therefore sues said Defendants by such fictitious names. Plaintiff will seek leave of court to amend this complaint to allege the true names and capacities of the Doe Defendants when they have been ascertained.

7. Plaintiffs are informed, believe and on that basis allege, that at all material times Defendants and Does 1 though 15, inclusive, were the agents, representatives, employees, contractors and/or joint ventures of each other and that said Defendants were at all times material hereto acting within the scope of that relationship concerning the actions they undertook resulting in the damages and other detriment suffered as hereinafter alleged.

### **Jurisdiction And Venue**

8. This court has jurisdiction over this matter because the amount in controversy exceeds the jurisdictional minimum of the Court. Venue is proper in this Court because the Defendants are doing business in Harris County, Texas.

### **Incident Facts**

9. Defendants, AJAS, Inc., Super 8 Motels, Inc., Super 8 Worldwide, Inc., and Does 1 through 15, inclusive, are the operators and/or owners responsible for cleaning, inspecting, maintaining and warning of the hazards regarding the premises.

10. On or about March 17, 2007, the Plaintiff, Douglas Hodge, was traveling on business and rented a motel room at the Super 8 Motel in Baytown, Texas. As the Plaintiff, Douglas Hodge, was preparing for bed, he reclined back onto the bed and was pierced in his back by a dirty, used hypodermic needle. The Plaintiff, Douglas Hodge, pulled the covers off of the bed and found several used hypodermic needles, used alcohol swabs and papers.

11. The Plaintiff, Douglas Hodge, immediately went to the motel's front desk clerk and reported the incident. The front desk clerk began swabbing him with alcohol swabs and called 911. The 911 operator instructed the Plaintiff, Douglas Hodge, to go to a local emergency room. The Baytown police were called and when an officer arrived and assessed the situation, a report was not made.

12. On or about March 17, 2007, at or around 11:00 p.m. at night, EMS arrived at the motel and took the used needles to properly transport them to the hospital for testing and disposal. The Plaintiff, Douglas Hodge, was then taken to San Jancinto Methodist Hospital in Baytown, Texas by the Super 8 Motel manager. There, the Plaintiff, Douglas Hodge, underwent several blood tests, he was given antibiotics that "clean" the blood and the piercing site was treated. The emergency department informed the Plaintiff, Douglas Hodge, that he would need to undergo several series of repeat blood tests for HIV and Hepatitis over the next year.

13. The Defendants' failure to properly clean, inspect and change the bedding in the motel room caused the Plaintiff to get his back pierced by a used hypodermic needle. This has caused the Plaintiff, Douglas Hodge, to undergo repeated testing over the next year to insure he has not contracted an infectious disease and not to mention the mental

anguish, fear and anxiety that he could have possibly contracted a life threatening infectious disease.

14. At said time and place Defendants, AJAS, Inc., Super 8 Motels, Inc., Super 8 Worldwide, Inc., and Does 1 through 15, inclusive, failed to properly inspect, clean, maintain or warn of the hazards of using the Defendants' business at the time of the incident.

15. At said time and place, the acts or omissions of the Defendants, and each of them, proximately caused the Plaintiff, Douglas Hodge to pierce his back with a dirty, used hypodermic needle, even though he was exercising due care for his own safety.

16. The Plaintiff, Douglas Hodge, received extensive medical care for the injuries that he sustained from being pierced in the back by a dirty, used hypodermic needle. The Plaintiff, Douglas Hodge's injuries will necessitate medical care, treatment and expense in the future. The Defendants refused to pay for the medical bills incurred from the emergency room at San Jancinto Methodist Hospital.

**FIRST CAUSE OF ACTION**

**(Negligence Against Defendants,**

**AJAS, Inc., Super 8 Motels, Inc., Super 8 Worldwide, Inc.,**

**and Does 1 through 5, inclusive.)**

17. Plaintiff re-alleges and incorporates by reference the allegations contained in paragraphs 1 through 16, inclusive.

18. Defendants, AJAS, Inc., Super 8 Motels, Inc., Super 8 Worldwide, Inc., and Does 1 through 5, inclusive, at all times material hereto had a duty to competently and

properly clean, inspect, maintain and operate the premises in accordance with the applicable standards of care, specifically changing out and cleaning the bed linens.

19. Defendants, AJAS, Inc., Super 8 Motels, Inc., Super 8 Worldwide, Inc., and Does 1 through 5, inclusive, breached their duties of care to the Plaintiff, Douglas Hodge, as herein alleged by negligently cleaning, inspecting, maintaining and operating the motel room and its contents, specifically changing out and cleaning the bed linens.

20. The breach of duty and negligence by said Defendants directly and proximately caused damage to the Plaintiff, Douglas Hodge, including: past and future medical expenses, physical and mental pain, anguish and suffering.

21. Defendants engaged in such conduct in an outrageous, willful, wanton and malicious manner, thereby entitling the Plaintiff, Douglas Hodge, to an award of punitive damages in an amount appropriate to punish the Defendants.

### **SECOND CAUSE OF ACTION**

**(Premises Liability Against Defendants,**

**AJAS, Inc., Super 8 Motels, Inc., Super 8 Worldwide, Inc.,**

**and Does 6 through 10, inclusive.)**

22. Plaintiff re-alleges and incorporates by reference the allegations contained in paragraphs 1 through 21, inclusive.

23. Plaintiff, Douglas Hodge, was unaware and was unable to become aware through his exercise of reasonable care, that there was a used hypodermic needle in his bedding.

24. Defendants, AJAS, Inc., Super 8 Motels, Inc., Super 8 Worldwide, Inc., and Does 6 through 10, inclusive, owed a legal duty to the Plaintiff, Douglas Hodge, to clean, inspect, maintain and operate the premises and its contents.

25. Defendants, AJAS, Inc., Super 8 Motels, Inc., Super 8 Worldwide, Inc., and Does 6 through 10, inclusive, breached the duty they owed to the Plaintiff, Douglas Hodge, by allowing an unreasonably dangerous condition to exist in the motel room and its contents, specifically by failing to change out and clean the bed linens and allowing a dirty used hypodermic needle to be left in the Plaintiff, Douglas Hodge's bedding.

26. Defendants, AJAS, Inc., Super 8 Motels, Inc., Super 8 Worldwide, Inc., and Does 6 through 10, inclusive, breach of duty was in violation of the applicable standard of care and directly and proximately caused the damages to the Plaintiff, Douglas Hodge, including: past and future medical expenses, physical and mental pain, anguish and suffering.

27. Defendants, AJAS, Inc., Super 8 Motels, Inc., Super 8 Worldwide, Inc., and Does 6 through 10, inclusive, engaged in such conduct in an outrageous, reckless, willful, wanton and malicious manner, thereby entitling the Plaintiff, Douglas Hodge, to an award of punitive damages in an amount appropriate to punish the Defendants.

**THIRD CAUSE OF ACTION**

**(Loss of Consortium Against Defendants,**

**AJAS, Inc., Super 8 Motels, Inc., Super 8 Worldwide, Inc.,**

**and Does 11 through 15, inclusive.)**

28. Plaintiff re-alleges and incorporates by reference the allegations contained in paragraphs 1 through 27, inclusive.

29. At all times herein, the Plaintiffs Douglas Hodge and Sandra Hodge were husband and wife, and as a spouse, Plaintiff, Sandra Hodge was entitled to the services and society her husband provided to her.

30. By reason of the injuries inflicted upon Plaintiff, Douglas Hodge, Plaintiff, Sandra Hodge, was deprived of his services and society.

31. Before suffering his injuries, Plaintiff, Douglas Hodge was able to and did perform all the duties of a husband and did perform all these duties, including assisting in maintaining the home, providing love, companionship, affection, society, sexual relations, moral support, financial support and solace to Plaintiff, Sandra Hodge.

32. Also due to the injuries of Plaintiff, Douglas Hodge, he is no longer able to provide Plaintiff, Sandra Hodge, with love, companionship, affection, society, moral support, financial support, and solace as before his injuries which were caused by this incident.

33. Plaintiff, Sandra Hodge, has therefore been deprived of her spouse's consortium, in a total amount to be established at trial.

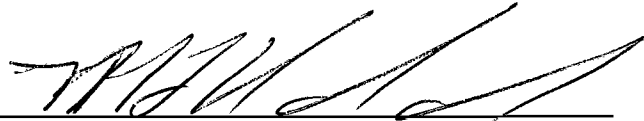
**WHEREFORE**, the Plaintiffs pray for judgment against the Defendants, as follows:

1. For general and special damages according to proof,
2. For an award of costs of suit incurred herein;
3. Interest on the judgment at the legal rate from the date of judgment;
4. Pre-judgment interest on the Plaintiff's damages as allowed by law;
5. For appropriate punitive damages; and
6. For such other and further relief as the Court deems just and proper.

**Dated:** 3/4/09

**UNDERWOOD & PROCTOR**

**By:**



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**PLAINTIFFS DEMAND TRIAL BY JURY**