

STATE OF INDIANA) SS:
)
 COUNTY OF VANDERBURGH) IN THE VANDERBURGH CIRCUIT COURT

TONY R. VINCENT) **82C01-2101-CT-000465**
)
 Plaintiff,)
)
 v.) CAUSE NO. 82C01-2101-CT-_____
)
 VECTREN CORPORATION,)
 CENTERPOINT ENERGY, INC., and)
 INDIANA GAS COMPANY, INC., d/b/a)
 VECTREN ENERGY DELIVERY OF)
 INDIANA, INC.,)
)
 Defendants.)

COMPLAINT FOR DAMAGES AND DEMAND FOR TRIAL BY JURY

Comes now Plaintiff, Tony R. Vincent, by counsel, and for his causes of action against the Defendants, Vectren Corporation, CenterPoint Energy, Inc., and Indiana Gas Company, Inc., d/b/a Vectren Energy Delivery of Indiana, Inc., alleges and states as follows:

I. PARTIES AND JURISDICTION

1. At all relevant times, Tony R. Vincent (hereinafter, “Tony”), resided in Evansville, Vanderburgh County, Indiana.
2. At all relevant times, Defendant Vectren Corporation was a domestic for-profit corporation with its principal place of business located in Evansville, Vanderburgh County, State of Indiana.
3. At all relevant times, Defendant Vectren Corporation was a wholly owned subsidiary of Defendant CenterPoint Energy, Inc., which was at all relevant times a foreign

corporation organized under the laws of the State of Texas.

4. At all relevant times, Defendant Indiana Gas Company, Inc., d/b/a Vectren Energy Delivery of Indiana, Inc., was a domestic for-profit corporation with its principal place of business located in Evansville, Vanderburgh County, State of Indiana.

5. At all relevant times, Defendants Vectren Corporation, Centerpoint Energy, Inc., and Indiana Gas Company, Inc., d/b/a Vectren Energy Delivery of Indiana, Inc. (hereinafter collectively referred to as “Defendants” or “Vectren”) operated as an electricity and natural gas utility engaged in the business of selling, installing, servicing, repairing, inspecting, and maintaining electricity and natural gas services, including electricity services at residential and commercial locations, in Evansville, Indiana.

6. At all relevant times, Todd Webber was the owner or resident of the residence located at 114 Mulberry Street, Evansville, Vanderburgh County, State of Indiana. Behind the residence is an alley and there is a utility pole (hereinafter, “Utility Pole” marked with a white label bearing the letters/numbers “CH468” and a yellow label bearing the letters/numbers “D2673” (together the residence, alley, and Utility Pole shall hereinafter be referred to as the “Subject Residence”).

7. The incident giving rise to this lawsuit occurred in the City of Evansville, Vanderburgh County, Indiana.

8. Thus, this Court has personal and subject matter jurisdiction over the parties and the dispute.

9. Further, venue in the Vanderburgh Circuit Court is proper.

II. INCIDENT AND DAMAGES

10. On or about April 22, 2020, Tony was lawfully at the Subject Residence at the

invitation of Mr. Webber.

11. On or about April 22, 2020, an electrical shock incident occurred at the Subject Residence.

12. Tony sustained severe and likely permanent injuries to his body as a result of the electrical shock incident.

13. Prior to the electrical shock on or about April 22, 2020, unbeknownst to Tony, the protective sheathing for the electrical wires hanging and connecting to the Utility Pole in the alley of the Subject Residence had worn and exposed the live electrical wires.

14. Also prior to the electrical shock on or about April 22, 2020, unbeknownst to Tony, the exposed electrical wires had sagged and were touching the Utility Pole and energized the Utility Pole.

15. Also prior to the electrical shock on or about April 22, 2020, unbeknownst to Tony, the copper ground had been removed from the Utility Pole.

16. Tony has incurred medical bills and expenses, sustained loss of wages/income, and may undergo future medical treatment, incur additional medical bills and expenses, and incur future lost wages/income.

III. CAUSE OF ACTION - NEGLIGENCE

17. Plaintiff incorporates herein by reference the material allegations contained in Paragraphs 1-16 above.

18. Vectren owed Tony common law duties established by industry standards and the reasonable care doctrine.

19. At the time of the electrical shock incident on or about April 22, 2020, the worn sheathing, the sagging electrical lines, and the missing copper ground energized the Utility Pole

and created a dangerous and unreasonable hazard.

20. Vectren either knew or, with the exercise of reasonable care, should have known of the dangerous and unreasonable hazard at the Utility Pole and Subject Residence.

21. Indeed, at all times relevant to this action, Vectren had a duty to install, service, connect, and maintain the electrical service at and around the Utility Pole and Subject Residence in a professional, workmanlike manner so as to prevent an electrical shock incident and resulting injuries to persons at or near the alley and Subject Residence.

22. Vectren breached its duties as described in one or more of the following ways:

- a. By failing to perform its inspections, connections, maintenance and service of the electricity services to and around the Utility Pole and Subject Residence in a professional, workmanlike manner;
- b. By failing to properly inspect all electrical wires, connections, and the Utility Pole at and near the Subject Residence;
- c. By failing to follow proper protocols while providing electricity service at and near the Subject Residence;
- d. By failing to assure all copper grounds were present and working properly at the Utility Pole and Subject Residence;
- e. By failing to perform proper checks and tests at the Utility Pole and Subject Residence to ensure that the Utility Pole and electrical wires were safe and did not present a hazardous condition; and,
- f. By failing to warn Tony and other citizens visiting the Subject Residence and alley about the hazardous conditions and risk of an electrical shock incident and by failing to barricade the hazardous conditions.

23. Vectren is therefore liable for Tony's injuries and damages as a result of Vectren's negligent acts and/or omissions and any negligent acts and/or omissions of their/its representatives, agents, and/or employees.

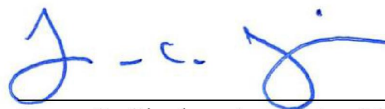
24. As a direct and proximate result of the negligence of Vectren, an electrical shock incident occurred at the Subject Residence which caused Tony to sustain severe and permanent injuries that required extensive medical treatment and medical expenses.

25. As a direct and proximate result of the negligence of Vectren, Tony has suffered injury and claims all damages allowed under Indiana law.

26. As a proximate result of Vectren's conduct, Tony has incurred, and will continue to incur in the future, medical treatment, physical pain and suffering and mental anguish, medical bills and lost wages/income.

WHEREFORE, Plaintiff, Tony R. Vincent, requests judgment against the Defendants, Vectren Corporation, CenterPoint Energy, Inc., and Indiana Gas Company, Inc., d/b/a Vectren Energy Delivery of Indiana, Inc., in an amount commensurate with his injuries and damages, for the costs of this action, and for all other just and proper relief under the circumstances.

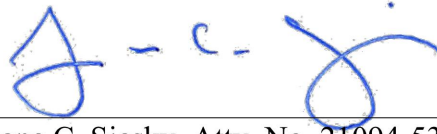
Respectfully submitted,



Lane C. Siesky, Atty. No. 21094-53
Daniel B. Gearhart, Atty No. 24194-49
SIESKY LAW FIRM, PC
4424 Vogel Rd., Suite 405
Evansville, Indiana 47715
Telephone: (812) 402-7700
Fax: (812) 402-7744
lane@sieskylaw.com
dan@sieskylaw.com
ATTORNEYS FOR PLAINTIFF

DEMAND FOR TRIAL BY JURY

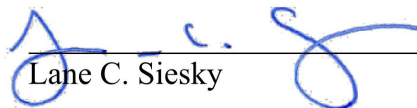
Plaintiff respectfully demands a trial by jury on all counts of this Complaint.



Lane C. Siesky, Atty. No. 21094-53
Daniel B. Gearhart, Atty No. 24194-49
SIESKY LAW FIRM, PC
4424 Vogel Rd., Suite 405
Evansville, Indiana 47715
Telephone: (812) 402-7700
Fax: (812) 402-7744
lane@sieskylaw.com
dan@sieskylaw.com
ATTORNEYS FOR PLAINTIFF

**CERTIFICATION OF COMPLIANCE
OF PLEADINGS WITH IND. TRIAL RULE 5(G)**

I hereby certify that the foregoing pleading or paper complies with the requirements of Ind. Trial Rule 5(G) with regard to information to be excluded from public access under Ind. Access to Court Records Rule 5.



Lane C. Siesky