

CAUSE NO. D-1-GN-25-004287

SUSMITA MADDI,	§	IN THE DISTRICT COURT
	§	
<i>Plaintiff,</i>	§	
	§	
v.	§	TRAVIS COUNTY, TEXAS
	§	
TESLA, INC.,	§	
	§	
<i>Defendant.</i>	§	53rd JUDICIAL DISTRICT

DEFENDANT TESLA, INC.'S ORIGINAL ANSWER

Defendant Tesla, Inc. ("Tesla") files this Original Answer to Plaintiff's Original Petition (the "Petition") and would respectfully show the Court as follows:

I.
DISPUTE SUBJECT TO ARBITRATION

1. This dispute must be arbitrated pursuant to a binding agreement to arbitrate entered into by the parties (the "Agreement to Arbitrate"). Tesla reserves the right to file a motion to compel arbitration in accordance with the Agreement to Arbitrate and applicable law. Tesla files this Answer, which includes Special Exceptions, a General Denial, Affirmative Defenses, and a Jury Demand, subject to and without waiving its right to compel arbitration.

II.
SPECIAL EXCEPTIONS

2. Tesla objects and specially excepts to the allegations in Section V of Plaintiff's Petition in which Plaintiff claims Tesla had a post-sale duty to recall, retrofit, notify, advise, or warn. This theory of liability is unavailable in Texas. Texas courts have specifically held there is no post-sale duty to warn of, or to recall, an allegedly defective product.¹

¹ See *Torrington Co. v. Stutzman*, 46 S.W.3d 829, 836–837 (Tex. 2000); *Syrie v. Knoll Intern.*, 748 F.2d 304, 311–12 (5th Cir. 1984); *McLennan v. American Eurocopter Corp.*, 245 F.3d 403, 430 (5th Cir. 2001) ("Texas courts generally

3. Tesla objects and specially excepts to the allegations in Section VII of Plaintiff's Petition because the Petition fails to state a sufficient claim for gross negligence and exemplary damages. The Petition only states facts which, even taken as true, would only support a claim for ordinary negligence (which negligence is denied). Ordinary or simple negligence will not support assessment of exemplary damages.² Consequently, Plaintiff's allegations of gross negligence and prayer for exemplary damages are general, vague, and insufficient to support claims for gross negligence or for recovery of exemplary damages.

III. GENERAL DENIAL

4. Pursuant to Rule 92 of the Texas Rules of Civil Procedure, Tesla denies each and every material allegation contained in the Petition, demands strict proof thereof, and to the extent such matters are questions of fact, says Plaintiff must prove such facts by a preponderance of the evidence to a jury.

IV. AFFIRMATIVE DEFENSES

5. Pleading further, alternatively, and by way of affirmative defense, Tesla would show the Court the crash and any alleged resulting injuries or damages were the result of negligent acts and/or omissions of others and/or third parties beyond Tesla's control, including but not limited to, Venkateswara Pasumarti, whose acts or omissions were a proximate cause, producing cause, sole proximate cause, or sole producing cause of the crash in question and any alleged resulting injuries or damages. *See* TEX. CIV. PRAC. & REM. CODE § 33.001 *et seq.*

do not recognize any post-sale duty to warn of product hazards arising after the sale.”); see also 59 Tex. Jur. 3d Products Liability § 29.

² *Transp. Ins. Co. v. Moriel*, 879 S.W.2d 10, 22 (Tex. 1994); *Terry v. Garcia*, 800 S.W.2d 854, 857 (Tex. App.—San Antonio 1990, writ denied); *North American Van Line, Inc., v. Emmons*, 50 S.W.3d 103, 128 (Tex. App.—Beaumont 2001, no pet.).

6. Pleading further, alternatively, and by way of affirmative defense, Tesla would show the Court the crash and any alleged resulting injuries or damages may have also been the result of negligent acts and/or omissions on the part of Venkateswara Pasumarti. *See* TEX. CIV. PRAC. & REM. CODE § 33.001 *et seq.* In the unlikely event any liability is found on the part of Tesla, such liability should be reduced by the percentage of causation found to have resulted from the acts or omissions of such others and/or third parties.

7. Pleading further, alternatively, and by way of affirmative defense, Tesla pleads it is entitled to a presumption against liability, pursuant to Texas Civil Practice and Remedies Code section 82.008(a), for any injuries allegedly caused by the subject vehicle's design, manufacture, and marketing, because the subject vehicle's component parts at issue in this litigation complied with all applicable Federal Motor Vehicle Safety Standards (FMVSS) at the time of its manufacture.

8. Pleading further, alternatively, and by way of affirmative defense, Tesla maintains that Plaintiff's claims are subject to the restrictions found in Texas Civil Practice and Remedies Code section 82.001 *et seq.*

9. Pleading further, alternatively, and by way of affirmative defense, Tesla asserts the limitations of damages recoverable as provided by applicable portions of the Texas Business and Commerce Code (including but not limited, sections 2.316 and 2.719); the Texas Civil Practice and Remedies Code (including but not limited to Chapters 32, 33 and 38); the exclusion of implied warranties as provided by applicable portions of the Texas Business and Commerce Code (including, but not limited to, section 2.316); and any other applicable statute or rule of law, and any other applicable affirmative defenses contained in the Texas Business and Commerce Code and the Texas Civil Practice and Remedies Code.

10. Pleading further, alternatively, and by way of affirmative defense, the subject vehicle complied with ALL FMVSS, state statutes, and/or administrative regulations existing at the time the Subject Vehicle was manufactured. Accordingly, Tesla pleads Plaintiff's claims may be barred in whole or in part by the doctrine of federal preemption.

11. Pleading further, alternatively, and by way of affirmative defense, Tesla states in the unlikely event that an adverse judgment would be rendered against it, Tesla is entitled to all available credits and/or offsets as provided by the Texas Civil Practice and Remedies Code and under Texas law.

12. Pleading further, alternatively, and by way of affirmative defense, Tesla contends that any claims for medical or health care expenses are limited to the amount actually paid or incurred by or on behalf of Plaintiff pursuant to Texas Civil Practice and Remedies Code section 41.0105.

13. Pleading further, alternatively, and by way of affirmative defense, Tesla states that to the extent any party failed to maintain or preserve the subject vehicle and/or its component parts in their immediate post-accident condition, such party may be responsible for spoliation and Plaintiff may not maintain an action against Tesla.

14. Pleading further, alternatively, and by way of affirmative defense, Plaintiff's claims conflict with FMVSS, including, but not limited to, FMVSS 208, 209, and 210. Accordingly, Tesla pleads Plaintiff's claims are barred in whole or in part by the doctrine of federal preemption.

15. Tesla states that, pursuant to section 18.091 of the Texas Civil Practice and Remedies Code, to the extent Plaintiff is seeking recovery for loss of earnings, lost wages, loss of earning capacity, loss of inheritance, and/or loss of contributions of a pecuniary value, Plaintiff

must present evidence of the alleged loss in the form of a net loss after reduction for income tax payments or unpaid tax liability pursuant to any federal income tax law.

16. Pleading further, alternatively, and by way of affirmative defense, Tesla asserts any applicable statutory damage limitation of any sort, including punitive, non-economic, or exemplary damages, under the laws of Texas. *See* TEX. CIV. PRAC. & REM. CODE § 41.008.

17. Pleading further, alternatively, and by way of affirmative defense, Tesla pleads the defense of unconstitutionality, in that any award of punitive or exemplary damages would constitute the imposition of a criminal penalty without the safeguards guaranteed by the Fifth, Sixth, Eighth, and Fourteenth Amendments to the Constitution of the United States and similar provisions of the Texas Constitution. Furthermore, the imposition of such punitive or exemplary damages constitutes an excessive fine under the Eighth Amendment, denies equal protection of the laws under the Fourteenth Amendment, and violates the due process clause of the Fifth and Fourteenth Amendments. Tesla pleads that any claim by Plaintiff for punitive or exemplary damages should be stricken as unconstitutional and that any award of punitive or exemplary damages should be set aside for the reasons stated above. Tesla further pleads that Plaintiff's claims for punitive or exemplary damages should be stricken in the absence of Plaintiff making some *prima facie* showing supporting such claims.

18. Pleading further, alternatively, and by way of affirmative defense, Tesla would show that the imposition of punitive or exemplary damages sought by Plaintiff violate Tesla's rights to due course of law and equal protection under Article 1, sections 3 and 19 of the Texas Constitution, and the prohibition against excessive fines in Article 1, section 13 of the Texas Constitution, in that:

- a. Texas law and the Texas punitive damage scheme, both facially and as applied in this case, provide no constitutionally adequate or meaningful standards to guide a

jury or the court in determining whether, and if so in what amount, to award punitive or exemplary damages; there is no sufficiently clear definition of the conduct or mental state that makes punitive damages permissible, and no sufficiently clear standard for determining the appropriate size of an award. Texas law and the Texas punitive damage scheme leave the determination whether to award and, if so, the amount of punitive damages to the arbitrary discretion of the trier of fact without providing adequate or meaningful guidelines for or limits to the exercise of that discretion.

- b. Tesla had no notice of or means of ascertaining whether, or if so in what amount, it might be subject to a penalty for the conduct alleged by Plaintiff in this case. That lack of notice was compounded by the absence of any adequate or meaningful standards as to the kind of conduct that might subject Tesla to punitive damages or as to the potential amount of such an award.
- c. Under Texas law and the Texas punitive damage scheme, the jury is not instructed on the limits on punitive damages imposed by the purposes for which such damages are assessed.
- d. Under Texas law and the Texas punitive damage scheme, the jury is not expressly prohibited from awarding punitive damages, in whole or in part, on the basis of invidiously discriminatory characteristics, including the corporate status of a defendant.
- e. No provision of Texas law or the Texas punitive damage scheme provides adequate procedural safeguards consistent with the criteria set forth in *BMW of North America, Inc. v. Gore*, 517 U.S. 559 (1996); *Pacific Mutual Life Insurance Company v. Haslip*, 499 U.S. 1 (1990), and *Matthews v. Eldridge*, 424 U.S. 319 (1976) for the imposition of a punitive damage award.
- f. Texas law and the Texas punitive damage scheme do not provide for adequate post-trial review of punitive damage awards or the amount thereof, and do not provide objective standards for such review.
- g. Texas law and the Texas punitive damage scheme do not provide for adequate appellate review of punitive damage awards or the amount thereof, and do not provide objective standards for such review. Those inadequacies are compounded by the constraints upon review of such awards by the Texas Supreme Court, including Article 5, section 6 of the Texas Constitution and section 22.225 of the Texas Government Code.
- h. In the admission of evidence, the standards provided the trier of fact (including jury instructions), and post-trial and appellate review, Texas law and the Texas punitive damage scheme, including sections 41.001 through 41.013 of the Texas Civil Practice and Remedies Code, place undue emphasis on a defendant's wealth as a

basis for making and enhancing a punitive damage award, and do not require that the award not be based on any desire to redistribute wealth.

- i. Under Texas law and the Texas punitive damage scheme, there is no limit on the number of times Tesla could be held accountable for punitive damages based on the same alleged conduct as that alleged in this case.

19. Insofar as the punitive damage award sought by Plaintiffs seeks to impose punitive damages under Texas law for conduct in other states, the award violates:

- a. Tesla's rights to due process and due course of law under the Fourteenth Amendment of the United States Constitution and Article 1, Section 19 of the Texas Constitution;
- b. The dormant or negative commerce clause derived from Article 1, Section 8, clause 3 of the United States Constitution;
- c. The Full Faith and Credit Clause of Article IV, Section 1 of the United States Constitution;
- d. The requirement of the United States Constitution that a state respect the autonomy of other states within their spheres; and
- e. The prohibition against excessive fines in Article 1, Section 13 of the Texas Constitution.

20. Any claim by Plaintiffs for punitive or exemplary damages should be stricken as unconstitutional and any award of punitive or exemplary damages should be set aside for the reasons stated above.

21. Pursuant to Texas Civil Practice & Remedies Code § 41.008, any award of punitive damages is subject to the cap specified in that Section and any award in excess of that cap must be reduced accordingly.

22. Pleading further, alternatively, and by way of affirmative defense, Tesla states that Plaintiff's claims are barred by lack of jurisdiction, and that in the interest of justice and for the convenience of the parties, this action would be more properly heard in Virginia. Tesla hereby

reserves the right to seek a stay or dismissal of this action pursuant to the doctrine of *forum non conveniens*. See TEX. CIV. PRAC. & REM. CODE § 71.051, *et seq.*

23. Pleading further, alternatively, and by way of affirmative defense, Tesla states that pursuant to Texas' choice-of-law standards, the State with the most significant relationship to this dispute is Virginia. Tesla hereby reserves the right to seek application of Virginia substantive law.

24. Tesla hereby gives notice that it intends to rely upon such other defenses or denials as may become available or appear during discovery as it proceeds in this matter, and hereby reserves the right to amend its Answer to assert such defenses.

V.
JURY DEMAND

25. Tesla respectfully demands a jury for the trial of this matter.

VI.
PRAYER

WHEREFORE, Defendant Tesla, Inc. respectfully prays that Plaintiff take nothing by reason of this suit; that Tesla recover its costs and attorney fees herein expended; and for such other and further relief, both at law and in equity, to which Tesla may be justly entitled.

Respectfully submitted,

DYKEMA GOSSETT PLLC

/s/ John D. Black

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**ATTORNEYS FOR DEFENDANT
TESLA, INC.**

Dated: July 14, 2025

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served on all counsel of record according to the Texas Rules of Civil Procedure on this the 14th day of July, 2025.

/s/ John D. Black

JOHN D. BLACK

State Bar No. 24144839

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