

IN THE SUPERIOR COURT OF GREENE COUNTY  
STATE OF GEORGIA

TAMMY XXXX and  
MAURICE DION  
XXXX,  
Plaintiffs,

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CIVIL ACTION NO.: \_\_\_\_\_

v.

\*

\*

GREAT WEST CASUALTY COMPANY,  
PINSON TRUCKING CO., INC.,  
LUMBER TRANSPORT, INC., and  
MARCUS TERRELL BOATWRIGHT,

\*

\*

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\*

Defendants.

\*

**COMPLAINT**

COME NOW the Plaintiffs in the above-styled action and hereby shows the Court the following:

**PARTIES, JURISDICTION, AND VENUE**

•

Plaintiff, Tammy XXXX, is a resident of Pelham, Mitchell County,  
2. Georgia.

Maurice Dion XXXX is a resident of Ocilla, Irwin County,  
Georgia. 3.

Defendant Great West Casualty Company (“Great West Insurance”) is a foreign corporation located at 1100 West 29<sup>th</sup> Street, South Sioux City, Nebraska and process may be served on its registered agent for service of process in Cobb County, Georgia, by serving its registered agent, Alexander T. Galloway, III, 326 Roswell Street, Marietta, Ga. 30060.

4.

Defendant Pinson Trucking Co., Inc. (“Pinson Trucking”) is a Georgia corporation with its principal business address located at 667 Madison Rd., Eatonton, Ga. 31024. Pinson Trucking maintains a registered agent for service of process in Putnam County, Georgia, Bradley V. Carswell, who may be served with legal process at 667 Madison Rd., Eatonton, Ga. 31024.

5.

Defendant Lumber Transport, Inc. (“Lumber Transport”) is a Georgia corporation with its principal business address located at Highway 23 North, Cochran, Ga. 31014. Defendant Lumber Transport maintains a registered agent for service of process in Bleckly County, Georgia,

Roy E. Hamrick, who may be served with legal process at Highway 23 N, Cochran, Ga. 31014.

6.

Defendant Marcus Terrell Boatwright is a resident of White Plains, Greene County, Georgia with a last known residence address of 1361 Shlia Road, White Plains, Green County, Georgia 30678, where he may be served with legal process.

7.

On August 8, 2011 Defendant Boatwright caused injuries to the Plaintiffs when he slammed the tractor-trailer he was driving into the rear of several vehicles that were stopped for construction work on Ga. Highway 32 in Irwin County, Georgia at approximately 1:14 p.m. Defendant Boatwright was a tractor-trailer for his employers, Pinson Trucking and Lumber Transport at the time of the wreck. The rig Defendant Boatwright was driving was insured by Great West Insurance.

8.

The claims asserted by Plaintiffs against Defendants in this civil action arise out of the collision described in the preceding paragraph.

9.

Defendant Great West is subject to the jurisdiction of this Court because it transacts business and has sufficient minimum contacts within the State of Georgia.

10.

Defendant Pinson Trucking is subject to the jurisdiction of this Court because it is authorized to and does transact business in the State of Georgia.

11.

Defendant Lumber Transport is subject to the jurisdiction of this Court because it is authorized to and does transact business in the State of Georgia.

12.

Defendant Boatwright is subject to the jurisdiction of this Court because he is a resident of Georgia.

13.

Venue is proper in this Court with respect to Defendant Great West Insurance pursuant to O.C.G.A. § 9-10-93, O.C.G.A. § 33-4-1, and/or O.C.G.A. § 46-7-12.

14.

Venue is proper in this Court with respect to Defendant Pinson Trucking because it has its registered agent for service of process in Putnam County, Georgia.

15.

Venue is proper in this Court with respect to Defendant Lumber Transport because it is a joint tortfeasor with Pinson Trucking.

16.

Venue is proper with respect to Defendant Boatwright because he is a joint tortfeasor with Defendant Pinson Trucking.

### **OPERATIVE FACTS**

17.

At approximately 1:14 p.m. on August 8, 2011, Plaintiffs XXXX and XXXX, in two separate vehicles, were sitting stopped in construction traffic on Ga. Hwy. 32.

18.

As XXXX and XXXX and the other vehicles were sitting stopped, Defendant Boatwright was driving a tractor-trailer and approaching the stopped traffic from the rear.

19.

Defendant Boatwright however failed to slow his rig as he approached the stopped traffic and slammed into the line of stopped vehicles. The force of the collision caused serious personal injuries and property damage to Plaintiffs and their vehicles.

20.

At the time of the collision, Defendant Boatwright was an employee of Pinson Trucking.

21.

At the time of the collision, Defendant Boatwright was acting in the course and scope of his employer for Pinson Trucking.

22.

At the time of the collision, Defendant Boatwright was also an employee of Lumber Transport.

23.

At the time of the collision, Defendant Boatwright was also acting in the course and scope of his employment for Lumber Transport.

24.

Defendant Pinson Trucking is a motor common carrier for hire.

25.

Defendant Lumber Transport is a motor common carrier for hire.

26.

Defendant Great West Insurance provided liability insurance to Defendant Pinson Trucking under policy number GWP80693B.

27.

As a direct and proximate result of Defendants' Boatwright, Pinson Trucking and Lumber Transport negligence, Plaintiffs were seriously injured.

28.

Plaintiff did nothing wrong that caused or contributed to this wreck or their injuries in any way.

29.

As a result of the subject collision, Plaintiffs suffered and continue to suffer serious and painful injuries, both physical and mental.

30.

As a result of the collision, Plaintiffs have incurred past medical expenses and will likely incur future medical expenses. Plaintiffs continue to be disabled from their work and labor, has sustained a loss of income, and their physical health and quality of life have been significantly impaired.

31.

Defendant Boatwright's actions demand punitive damages for his entire want of care in operating his tractor-trailer in a construction zone without due regard for other traffic on the road. Defendants Pinson Trucking and Lumber Transport are vicariously liable for said punitive

damages.

### **LIABILITY OF THE DEFENDANTS**

32.

Defendant Pinson Trucking is liable under the doctrine of *respondeat superior* for the tortious acts and omissions of its agent and employee, Defendant Boatwright.

33.

Defendant Lumber Transport is liable under the doctrine of *respondeat superior* for the tortious acts and omissions of its agent and employee, Defendant Boatwright.

34.

Defendant Boatwright is liable for the following tortious acts and omissions, which include, but are not necessarily limited to, the following:

- (a) Violating O.C.G.A. § 40-6-49 with such violation, and others, amounting to negligence per se;
- (b) Failing to operate the tractor-trailer he was driving in a safe and prudent manner;
- (c) Traveling at a speed that was too fast under the circumstances;
- (d) Failing to keep a proper lookout for other traffic; and
- (e) Punitive damages.

35.

The conduct of Defendants Pinson Trucking, Lumber Transport and Boatwright, individually and in concert with each other, proximately caused the collision and resulting damages.

36.

Defendant Great West Insurance entered into a policy and contract of insurance with Defendant Pinson Trucking to provide liability coverage in the event of a motor vehicle accident involving Pinson Trucking, its employees and/or agents, and Defendant Boatwright.

37.

Plaintiffs are third-party beneficiaries under said contracts or policies of insurance and are entitled to receive payments from Defendant Great West Insurance for the negligence of Defendants Pinson Trucking and Boatwright.

### **DAMAGES CLAIMED**

38.

The damages claimed by Plaintiffs were proximately caused by the tortious acts and omissions of Defendants Pinson Trucking, Lumber Transport and Boatwright, for which they are liable jointly and severally.

39.

As a result of the above-described collision, Plaintiffs have sustained serious and painful injuries to their bodies and mind and continue to suffer mentally and physically. Plaintiffs likewise have incurred medical bills and lost income, and will continue to lose income and benefits in the future as a result of the collision.

40.

Plaintiffs claim general damages for all elements of the mental and physical suffering they endured, endure, and will endure in the future, as defined by Georgia law and to be determined by the enlightened conscience of a fair and impartial jury.

41.

Plaintiffs claim as special damages their lost earnings, income and other benefits that they have incurred and will incur in the future because of this collision.

42.

Plaintiffs also claim as special damages their past and future medical expenses that have been incurred and will be incurred as a result of the injuries they sustained, in such amounts as the jury deems to be the reasonable value of those services.

43.

Plaintiffs also claim punitive damages against Defendants Pinson Trucking, Lumber Transport and Boatwright.

**PRAYER FOR RELIEF**

44.

WHEREFORE Plaintiffs pray for the following relief:

- (a) That summons issue requiring the Defendants to appear as provided by law to answer this Complaint;
  - (b) That the Plaintiffs have a trial by jury;
  - (c) That Plaintiffs have and recover all damages for all losses compensable under Georgia law as set forth above;
  - (d) That all costs be cast against the Defendants; and
- For such other and further relief as the Court shall deem just and appropriate.

This 22<sup>nd</sup> day of August, 2011.

[signatures on next page]

Respectfully  
submitted,

MCDONALD, CODY & COOK, LLC

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