

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF IOWA  
CENTRAL DIVISION**

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PEARLIE MCCOY and LARRY BLOOD	)	
as co-special administrators of the	)	
ESTATE OF SHEILA BLOOD, Deceased;	)	
and on behalf of the wrongful death	)	
beneficiaries of SHEILA BLOOD,	)	
	)	No. <u>14cv3078-MWB</u>
Plaintiffs,	)	
	)	
vs.	)	<b>COMPLAINT AND</b>
	)	<b>DEMAND FOR</b>
J & R SCHUGEL TRUCKING, INC.;	)	<b>JURY TRIAL</b>
DOROTHY MOTLEY-HAMILTON;	)	
POLMAN TRANSFER, INC.; GREGORY	)	
THOMPSON; CARAVAN GROUP OF	)	
COMPANIES; CARAVAN LOGISTICS,	)	
INC.; CARAVAN LEASING, INC.;	)	
KIM YANG; AND JOHN DOES 1 – 5,	)	
	)	
Defendants,	)	

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**COMPLAINT**

COME NOW the Plaintiffs, Pearlie McCoy and Larry Blood as Co-Special Administrators of the Estate of Sheila Blood, Deceased, and on behalf of the Wrongful Death Beneficiaries of Sheila Blood, by and through their attorneys, and for their Complaint against the Defendants, J & R Schugel Trucking, Inc., Dorothy Motley- Hamilton, Polman Transfer, Inc., Gregory Thompson, Caravan Group of Companies, Caravan Logistics Inc., Caravan Leasing, Inc., Kim Yang and John Does 1-5, state and allege as follows:

## **PARTIES**

1. The decedent, whose Estate is nominally represented by the Plaintiffs herein, is Sheila Blood, who died on December 20, 2012, as a result of the injuries she sustained in a related series of collisions, all occurring in close proximity of time on Interstate 35 in Wright County, Iowa, and described in more detail elsewhere in the pleading. Sheila Blood was a resident of the State of Arkansas at the time of her death.

2. Pearlie McCoy and Larry Blood, residents of the State of Arkansas, are the parents of Sheila Blood. Pearlie McCoy and Larry Blood were appointed Co-Special Administrators of the Estate of Sheila Blood, deceased, on March 24, 2013, in the Circuit Court of Pulaski County, Arkansas, Probate Division, Docket No. PR-13-48. *See Exhibit A, Order* (appointing co-special administrator's decedent's estate).

3. Defendant, J & R Schugel Trucking, Inc., is a Minnesota corporation with its principal place of business in New Ulm, Minnesota. J & R Schugel Trucking, Inc. (hereafter, "J & R Schugel") is a trucking company providing freight shipping to and from locations throughout North America. J & R Schugel employed and/or contracted with Defendant Dorothy Motley-Hamilton, who was operating a Freightliner TRCSC diesel tractor truck, VIN 1FUJGLBG9DSBZ8319, Minnesota License Plate PAL8699, hauling a semi-trailer, owned by J & R

Schugel, which was involved in the collision on December 20, 2012, in Wright County, Iowa, and is a subject of this suit. The registered agent for service of process for J & R Schugel is National Resident Agent Service, Inc., Larry D. Knox, 4527 N E 88th Street, Altoona Iowa, 50009-1705/J & R Schugel may be served through its attorney retained for this matter, who is Bruce L. Walker, Esq., Phelan Tucker Mullen Walker Tucker Gelman LLP, 321 Market St., Iowa City, Iowa, 52244.

4. Defendant Polman Transfer, Inc., is a Minnesota Corporation with its principal place of business in Wadena, Minnesota. Defendant Polman Transfer is a long haul over the road trucking company doing business throughout the continental United States. Polman Transfer employed and/or contracted with Defendant Gregory Thompson, who was operating a Mack DS600 diesel tractor truck, VIN 1M1AA13YW119080, Minnesota License Plate PAL 1123, hauling a semi-trailer, owned by Polman Transfer, which was involved in the collision on December 20, 2012, in Wright County, Iowa, and is a subject of this suit. The registered agent for service of process for Polman Transfer is Truck Process Agents of America, Inc., Permit Express/ Christy Kies, 14858 West Ridge Lane, Ste. 5, Dubuque, Iowa, 52003/may be served through its attorney retained for this matter, who is R. Todd Gaffney, Esq., Finley Alt Smith, 699 Walnut Street, 1900 Hub Tower, Des Moines, Iowa, 50309.

5. Defendants, Caravan Group of Companies, Caravan Logistics, Inc. and Caravan Leasing, Inc. (hereafter jointly referenced to as, “Caravan Logistics”) are Canadian entities, or an affiliated group of companies, doing business in the United States. Its principal place of business is in Oakville, Ontario, Canada. Defendant Caravan Logistics is an international trucking firm providing shipping of freight throughout North America. Defendant Caravan Logistics employed and/or contracted with Defendant Kim Yang, who was operating a Freightliner diesel tractor truck, VIN 1FUJGLDRXCLBE0237, Ontario License Plate 4053PJ, hauling a semi-trailer, owned by Caravan Logistics or its affiliated entity, Caravan Leasing, Inc., which was involved in the collision on December 20, 2012, in Wright County, Iowa, and is a subject of this suit. Pursuant to federal regulations governing its operations in the United States, Defendant Caravan Logistics appointed and accepts service of process through its nationwide registered agent for service of process, which is Process Agent Service Company, Inc., Randy Hisey, 701 Pierce Street, Suite 300, Sioux City, Iowa, 51101/may be served through its attorney retained for this matter, who is R. Jeffrey Lewis, Esq., Lewis, Webster, Van Winkle & Knoshaug, L.L.P., 3900 Ingersoll Avenue, Suite 202, Des Moines, Iowa, 50312-3535.

6. Defendant Dorothy Motley-Hamilton was a resident of Texas at the time of the incident that gave rise to this action. Dorothy Motley-Hamilton was

operating a Freightliner TRCSC diesel tractor truck, VIN 1FUJGLBG9DSBZ8319, Minnesota License Plate PAL8699, hauling a semi-trailer, owned by J & R Schugel, which was involved in the collision on December 20, 2012, in Wright County, Iowa, and is a subject of this suit. Dorothy Motley-Hamilton may be served at her last known address, 1144 Newton Road, Ferris, Texas, 75125/may be served through her attorney retained for this matter, who is Bruce L. Walker, Esq., Phelan Tucker Mullen Walker Tucker Gelman LLP, 321 Market St., Iowa City, Iowa, 52244.

7. Defendant Gregory Thompson was a resident of Minnesota at the time of the incident that gave rise to this action. Gregory Thompson was operating a Mack DS600 diesel tractor truck, VIN 1M1AA13YW119080, Minnesota License Plate PAL 1123, hauling a semi-trailer, owned by Polman Transfer, which was involved in the collision on December 20, 2012, in Wright County, Iowa, and is a subject of this suit. Gregory Thompson may be served at his last known address, 1272 Country Rd 44 NW, Alexandria, Minnesota, 56308/may be served through his attorney retained for this matter, who is R. Todd Gaffney, Esq., Finley Alt Smith, 699 Walnut Street, 1900 Hub Tower, Des Moines, Iowa, 50309.

8. Defendant Kim Yang was a resident of Ontario, Canada at the time of the incident that gave rise to this action. Kim Yang was operating a Freightliner diesel tractor truck, VIN 1FUJGLDRXCLBE0237, Ontario License Plate 4053PJ,

hauling a semi-trailer, owned by Caravan Logistics or its affiliated entity, Caravan Leasing, Inc., which was involved in the collision on December 20, 2012, in Wright County, Iowa, and is a subject of this suit. Kim Yang may be served at his last known address, 2911 Bayview Ave., North York, Ontario, Canada, M2K1E-8/may be served through his attorney retained for this matter, who is R. Jeffrey Lewis, Esq., Lewis, Webster, Van Winkle & Knoshaug, L.L.P., 3900 Ingersoll Avenue, Suite 202, Des Moines, Iowa, 50312-3535.

9. John Doe 1 is designated to represent the estate of any named Defendant, who is a natural person, should it be discovered such Defendant was deceased prior to the filing of the Complaint, such fact being unknown to the Plaintiff as of the filing of this pleading despite diligent effort to ascertain the same. In the event any named Defendant was deceased prior to the filing of this Complaint, John Doe 1 should be substituted and incorporated in his/her stead throughout this pleading. [See Exhibit B, Affidavit regarding John Doe Defendants 1 through 5.]

10. John Doe 2 is designated to represent the successor in interest or obligation of any named Defendant, which is a corporation or other business entity, should it be discovered that such Defendant was dissolved, wound up or otherwise had its assets and/or obligations transferred to a successor entity or another entity prior to the filing of the Complaint, such fact being unknown to the Plaintiff as of

the filing of this pleading despite diligent effort to ascertain the same. In the event any named Defendant entity was dissolved, wound up or otherwise had its assets and/or obligations transferred to a successor entity or another entity prior to the filing of the Complaint, John Doe 2 should be substituted and incorporated in his/her stead throughout this pleading. *See Exhibit B.*

11. John Doe 3 is any unknown person or entity, which employed and/or contracted with any other Defendant in transporting inventory, products or goods in the J & R Schugel, Polman Transfer, or Caravan Logistics tractor-trailers involved in the fatal collision in Wright County, Iowa on December 20, 2012, such fact being unknown to the Plaintiff as of the filing of this pleading despite diligent effort to ascertain the same. *See Exhibit B.*

12. John Doe 4 is any unknown person or entity, which owned, leased or otherwise exercised a controlling interest in any of the diesel tractors involved in the fatal collision in Wright County, Iowa on the December 20, 2012, and bearing logos or outer markings identifying the vehicles as owned or operated by J & R Schugel, Polman Transfer, or Caravan Logistics, such fact being unknown to the Plaintiff as of the filing of this pleading despite diligent effort to ascertain the same. *See Exhibit B.*

13. John Doe 5 is any unknown person or entity, which owned, leased or otherwise exercised a controlling interest in the semi-trailers involved in the fatal

collision in Wright County, Iowa on the December 20, 2012, and bearing logos or outer markings identifying the vehicles as owned or operated by J & R Schugel, Polman Transfer, or Caravan Logistics, such fact being unknown to the Plaintiff as of the filing of this pleading despite diligent effort to ascertain the same. *See* Exhibit B.

### **JURISDICTION**

14. Plaintiffs incorporate the allegations contained in paragraphs 1-13.

15. This is a personal injury and wrongful death action brought by the Plaintiffs based on the general and specific negligence of the Defendants, pursuant to common law, Iowa Code sections 611.20, 611.22, 613.15A and 633.336, and Arkansas Code sections 16-62-101 and 16-62-102, and other laws determined throughout the course of discovery.

16. Sheila Blood was a resident of Pulaski County, Arkansas on the date of the December 20, 2012 collision. Thus, the Estate of Sheila Blood, deceased, is being administered in Pulaski County, Arkansas, under the jurisdiction of the Pulaski County Circuit Court, Probate Division.

17. As previously alleged herein, based on the various residences and principal places of business of the named parties, diversity jurisdiction exists, pursuant to 28 U.S.C. § 1332.

18. While reserving the right to request a change of venue on all available



grounds, pursuant to 28 U.S.C. § 1391, venue is proper in the Northern District of Iowa based upon the situs of the December 20, 2012 collision being Wright County, which collision gave rise to the Plaintiffs' causes of action, as well as the place where Sheila Blood suffered the fatal injuries proximately resulting from the collision.

### **FACTS**

19. Plaintiffs incorporate all of the allegations contained in Paragraphs 1 - 18.

20. On December 20, 2012, the entire State of Iowa was under a Blizzard Warning, a severe winter storm having moved into the state a day prior. Also on the previous day, a travel advisory of "Travel Not Recommended" had been issued by the Iowa Department of Transportation and the Department of Public Safety, with that advisory extending into December 20, 2012.

21. At approximately 9:12 a.m. on December 20, 2012, the visibility along sections of Interstate 35 in Wright County, Iowa, was near zero and the winds were very strong with the blizzard conditions. The lanes of travel were covered with snow and ice.

22. At that time, Sheila Blood was a passenger in a 2008 Pontiac Grand Prix being driven by her fiancé, Willie Christopher, ("Christopher vehicle") southbound on Interstate 35 in Wright County, Iowa, nearing the 150 mile marker.

Sheila had been visiting Willie and his four children in Minnesota, and they all were traveling through Iowa, southbound on Interstate 35, headed back to Arkansas to visit family over the holidays.

23. The section of Interstate 35 near the 150 mile marker is flat, with two northbound and two southbound lanes of travel located in a long, sweeping curve, separated by a wide, grassy median, with the lanes of travel bordered by shoulders.

24. Just over a quarter-mile to a mile ahead of the Christopher vehicle, also southbound on Interstate 35, Defendant Dorothy Motley- Hamilton lost control while operating the J & R Schugel tractor-trailer, and began to jackknife. The J & R Schugel truck spun nearly 180 degrees on the highway, and came to rest facing northbound and obstructing both southbound lanes.

25. Defendant Gregory Thompson, operating the Polman tractor-trailer, lost control of that vehicle and began to jackknife, striking a vehicle ahead and coming to rest obstructing the southbound lane of travel.

26. Coming upon the scene of the collision and seeing that the lanes of travel were obstructed, Willie Christopher attempted to stop or to steer his 2008 Pontiac Grand Am to safety, but the vehicle began to spin out of control. The spinning brought the left, front passenger side of the vehicle, where Sheila Blood was seated, against the rear of the Polman trailer with a substantial impact.

27. In the wake of colliding with the rear of the Polman trailer, Willie

Christopher's children exited the rear passenger seat of the vehicle to get to safety. Sheila Blood, who was awake and alert just prior to the collision, was knocked unconscious by the impact with the Polman trailer, but was still alive and breathing.

28. Willie Christopher attempted to get his fiancé out of the vehicle, but had to abandon the effort in order to get his four children to safety as more vehicles approached the scene and collisions continued to occur.

29. On approaching the location of the Polman tractor-trailer and the Christopher vehicle, Defendant Kim Yang lost control of the Caravan Logistics tractor-trailer and collided with the Christopher vehicle with such speed and force that the Pontiac Grand Am sedan was overridden by the truck. With the Caravan Logistics tractor on top of it and the Christopher vehicle was simultaneously crushed and pushed completely underneath the Polman trailer with Sheila Blood trapped inside.

30. The Christopher vehicle was compacted and crushed beyond recognition, against the rear trailer axles of the Polman trailer.

31. The collision with the Christopher vehicle did not slow the speed and momentum of the Caravan Logistics truck sufficiently to prevent it from continuing forward into the Polman trailer with enough force to crush the driver compartment severely. Kim Yang was trapped inside the Caravan Logistics truck,

subsequently requiring first responders to use special equipment to extricate him.

32. The speed and momentum with which the Caravan Logistics tractor-trailer impacted the Christopher vehicle and the Polman truck was so substantial that these vehicles were pushed 43 feet forward from their original resting point on Interstate 35.

33. In fact, the Caravan Logistics tractor-trailer impacted the Polman tractor-trailer with so much speed and force that another tractor-trailer immediately ahead of the Polman vehicle was propelled another 100 feet down the road by the collision, and several other vehicles also were struck in the chain reaction, the Polman truck having been thrust violently forward with enough force to move them or to spin the other vehicles away from where they rested.

34. Upon examination after the collision, the speedometer of the Caravan Logistics truck was found to be frozen at a reading of 45 m.p.h. Several of the drivers of other tractor-trailers directly involved in the collision admitted to having been driving at speeds between 50-60 m.p.h. immediately prior to the collision.

35. The Iowa State Police determined all of the vehicles involved that caused damage, including the tractor-trailers operated by Defendants Motley-Hamilton, Thompson and Yang, were being driven too fast for conditions, in violation of Iowa Code section 321.288.

36. In all, 15 vehicles were involved in the collision, with multiple

injuries and two fatalities occurring, including the death of Sheila Blood.

37. The Christopher vehicle was so severely crushed under the Polman truck, it was impossible for the first responders at the scene to see, locate or communicate with Sheila Blood in order to ascertain her condition or to render aid.

38. Eventually, tow trucks lifted the Polman trailer into the air and off the Pontiac Grand Am sedan, but Sheila still could not be extricated from the vehicle. The Christopher vehicle then was transported to a local garage, where fire fighters were able to remove a front door to be able to retrieve Sheila Blood's body from the crushed vehicle.

39. Sheila Blood sustained injuries including, but not limited to severe head wounds, which ultimately were determined to be the cause of death. After her body was extricated from the crushed vehicle, Sheila Blood was pronounced dead by an examining physician. Her body was transported to Foster Funeral and Cremation Center in Webster City, Iowa.

40. The Plaintiffs reserve the right to amend their pleadings as the full course and extent of the injuries of Sheila Blood becomes known.

**COUNT I**  
**DIRECT NEGLIGENCE OF DEFENDANTS DOROTHY MOTLEY-**  
**HAMILTON, GREGORY AND KIM YANG, AND VICARIOUS**  
**LIABILITY OF DEFENDANTS J & R SCHUGEL TRUCKING, INC.,**  
**POLMAN TRANSFER, INC., AND CARAVAN GROUP OF COMPANIES**  
**A/K/A CARAVAN LOGISTICS**

41. Plaintiffs incorporate all of the allegations contained in Paragraphs 1 -

40.

42. Defendant Dorothy Motley-Hamilton was at all times relevant to this action an employee, servant, authorized agent and/or under contract to Defendant J & R Schugel Trucking, Inc., and was acting within the course and scope of her job duties in operating the tractor-trailer owned by J & R Schugel Trucking, Inc. Defendant Dorothy Motley-Hamilton had been issued a Commercial Driver's License from the State of Texas.

43. Defendant Gregory Thompson was at all times relevant to this action an employee, servant, authorized agent and/or under contract to Defendant Polman Transfer, Inc. and was acting within the course and scope of his job duties. Defendant Gregory Thompson had been issued a Commercial Driver's License from the State of Minnesota.

44. Defendant Kim Yang was at all times relevant to this action an employee, servant, authorized agent and/or under contract to Defendant Caravan Logistics and was acting within the course and scope of his job duties. Defendant Kim Yang had been issued a Commercial Driver's License from Ontario, Canada.

45. Separate Defendants Motley-Hamilton, Thompson and Yang failed to use the ordinary and reasonable care required under the circumstances. The separate and independent negligent conduct of each consisted of, but is not limited to, the following acts and omissions:

- (a) Failing to obtain adequate education, direction and preparation, as well as becoming aware of policy and guidance, prior to operating a tractor-trailer;
- (b) Operating a tractor-trailer at a speed greater than was reasonable and prudent under the circumstances and given the traffic conditions;
- (c) Failing to keep a careful lookout;
- (d) Following vehicles ahead too closely, those forward vehicles having superior right to use of the roadway;
- (e) Failing to slow a tractor-trailer in accordance with the speed of the traffic ahead;
- (f) Failing to keep a tractor-trailer under control;
- (g) Failing to apply the brakes for a tractor-trailer preceding a collision in a timely manner to avoid or to mitigate injuries and damage;
- (h) Failing to stop, swerve or otherwise act to apply evasive or emergency maneuvers after each knew, or by reasonable care should have known, that there was a reasonable likelihood that the tractor-trailer would strike a vehicle ahead causing personal injury or even death;
- (i) Failing to sound a horn or give warning at any time prior to or during the crash sequence; and
- (j) Operating a commercial motor vehicle in a careless and imprudent manner; and
- (k) On the part of Kim Yang, allowing the tractor-trailer to collide at a high rate of speed into the Christopher vehicle.

46. A reasonably careful person, operating a commercial motor vehicle

under similar circumstances as Defendants Motley-Hamilton, Thompson or Yang, would foresee that the failures in duties of care listed above would result in devastating injuries, including possible death, to other persons traveling on public highways, like Sheila Blood.

47. All of the injuries and damages complained of herein were foreseeable and proximately resulted from the negligence of Defendants Motley-Hamilton, Thompson and/or Yang.

48. The above alleged negligent acts were not in compliance with the training that Defendants Motley-Hamilton, Thompson and Yang should have received in order to obtain a Commercial Driver's License, including lack of compliance with standards set out in CDL Manuals, nor did these Defendants operate their tractor-trailers within the range of standard industry practices.

49. At the time of the collision described above, Defendants Motley-Hamilton, Thompson and Yang each had a duty to follow the common law rules of the road and violated certain of those rules of the road, including but not limited to:

- (a) In failing to keep a lookout for other vehicles on the highway, which a reasonably careful driver would keep under similar circumstances;
- (b) In failing to keep each of the tractor-trailer under the same level and degree of control maintained by a reasonably careful driver under similar circumstances;
- (c) In circumstances as described above, when the driver sees danger, when danger would be reasonably apparent



to the driver who is keeping a proper lookout, or when the driver is warned of approaching imminent danger, in failing to use ordinary care to have his tractor-trailer under such control as to be able to check its speed or stop it, if necessary, to avoid damage to themselves or others;

- (d) In failing to drive a tractor-trailer at a speed no greater than was reasonable and prudent under the circumstances, having due regard for any actual or potential hazards;
- (e) In failing to use ordinary care to operate a tractor-trailer in recognition of the superior right of vehicles ahead on the highway;
- (f) In failing to exit the highway when weather conditions warranted; and
- (g) In failing to drive in the right lane (slow lane) due to weather conditions.

The failure to meet the standard of conduct required by the aforementioned common law rules of the road was negligent.

50. All of the injuries and damages complained of herein, proximately resulted from the negligent failures of Defendants Motley-Hamilton, Thompson and Yang to follow the rules of the road.

51. At all relevant time periods, Defendants Motley-Hamilton, Thompson and Yang were drivers or operators of “commercial motor vehicles” as defined by 49 C.F.R. parts 382 *et seq.* of the Federal Motor Carrier Safety Regulations. These federal regulations imposed certain mandatory duties and prohibitions upon Defendants Motley-Hamilton, Thompson and Yang to ensure that in driving

commercial motor vehicles they conducted themselves in a manner that protected public health, safety and welfare.

52. Defendants Motley-Hamilton, Thompson and Yang violated the Federal Motor Carrier Safety Regulations, including but not limited to:

- (a) Violation of 49 C.F.R. § 392.2 in failing to operate a commercial motor vehicle in accordance with the laws, ordinances, and regulations of the State of Iowa;
- (b) Violation of 49 C.F.R. § 392.3 providing that no driver shall operate a motor vehicle, while the driver's ability or alertness is so impaired, or so likely to become impaired, through fatigue, illness, or any other cause, as to make it unsafe for him to begin or continue to operate a commercial motor vehicle; and
- (c) Violation of 49 C.F.R. § 392.14 requiring extreme caution and reduced speed when hazardous conditions exist.

53. The federal motor carrier law, as implemented in the Federal Motor Carrier Safety Regulations, 49 C.F.R. Parts 382 *et seq.*, including those sections cited above, are adopted and enforced by the State of Iowa as standards and law of this State, pursuant to Iowa Code section 321.449 and chapter 17A of the Rules of the Iowa Department of Transportation.

54. Defendants also violated laws and regulations enacted in the State of Iowa governing the operation of motor vehicles on the roads and highways of this State, including but not limited to:

- (a) Violation of Iowa Code mandating that no person shall

drive a vehicle on a highway at a speed greater than is reasonable and prudent under the conditions and having regard to the actual and potential hazards then existing;

- (b) Violation of Iowa Code providing it is unlawful for any person to drive or operate any vehicle in such a careless manner as to evidence a failure to keep a proper lookout for other traffic, vehicular or otherwise, or in such a manner as to evidence a failure to maintain proper control on the public thoroughfares in the State of Iowa;
- (c) Violation of Iowa Code providing it shall be unlawful for any person to operate or drive any vehicle on the public thoroughfares or private property in the State of Iowa in violation of the following prohibited acts:
  - (1) To operate any vehicle in such a manner which would cause a failure to maintain control; and
  - (2) To operate a vehicle in any manner, when the driver is inattentive, and such inattention is not reasonable and prudent in maintaining vehicular control;
- (d) Violation Iowa Code mandating that in every event, speed shall be so controlled as may be necessary to avoid colliding with any person, vehicle, or other conveyance on or entering the highway in compliance with legal requirements and the duty of all persons to use due care;
- (e) Violation of Iowa Code providing that the driver of every vehicle shall drive at an appropriate reduced speed when special hazard exists with respect to other traffic or highway conditions; and
- (f) Violation Iowa Code mandating that the driver of a motor vehicle shall not follow another vehicle more closely than is reasonable and prudent, having due regard for the speed of vehicles and the traffic upon and the condition

of the highway.

55. Prior to and/or at the time of the collision on December 20, 2012, Defendants Motley-Hamilton, Thompson and Yang violated each of the above-cited safety laws and regulations.

56. The violations of the above safety law and regulations were negligence per se on the part of Defendants Motley-Hamilton, Thompson and Yang.

57. The injuries incurred by the Plaintiffs, including the death of Sheila Blood, are the type of injuries the above-cited safety law and regulations were designed to prevent.

58. The above-described conduct by Defendants Motley-Hamilton, Thompson and Yang constituted willful and wanton disregard for the rights or safety of another and, thus, punitive damages should be imposed.

59. As a direct and proximate result of Defendant Dorothy Motley-Hamilton's acts and omissions, while acting within the scope of her employment or contractual job duties for Defendant J & R Schugel Trucking, Inc., the Plaintiffs assert claims for all compensatory and punitive damages against those Defendants, including, but not limited to, Sheila Blood's conscious pain and suffering prior to her death, funeral and medical expenses, as well as mental anguish and loss of services and support suffered by her family upon her death. Plaintiffs pray for

compensatory damages against Defendants for the wrongful death of Sheila Blood, including the grief suffered as well as the expenses of funeral and other related costs, in an amount to be determined by the jury, plus the costs of this litigation, and all of the relief to which the Plaintiffs are entitled to by law, all in an amount in excess of that necessary for federal diversity jurisdiction.

60. As a direct and proximate result of Defendant Gregory Thompson's acts and omissions, while acting within the scope of his employment or contractual job duties for Defendant Polman Transfer, Inc., the Plaintiffs assert claims for all compensatory and punitive damages against those Defendants, including, but not limited to, Sheila Blood's conscious pain and suffering prior to her death, funeral and medical expenses, as well as mental anguish and loss of services and support suffered by her family upon her death. Plaintiffs pray for compensatory damages against Defendants for the wrongful death of Sheila Blood, including the grief suffered as well as the expenses of funeral and other related costs, in an amount to be determined by the jury, plus the costs of this litigation, and all of the relief to which the Plaintiffs are entitled to by law, all in an amount in excess of that necessary for federal diversity jurisdiction.

61. As a direct and proximate result of Defendant Kim Yang's acts and omissions, while acting within the scope of his employment or contractual job duties for Defendant Caravan Logistics, the Plaintiffs assert claims for all

compensatory and punitive damages against those Defendants, including, but not limited to, Sheila Blood's conscious pain and suffering prior to her death, funeral and medical expenses, as well as mental anguish and loss of services and support suffered by her family upon her death. Plaintiffs pray for compensatory damages against Defendants for the wrongful death of Sheila Blood, including the grief suffered as well as the expenses of funeral and other related costs, in an amount to be determined by the jury, plus the costs of this litigation, and all of the relief to which the Plaintiffs are entitled to by law, all in an amount in excess of that necessary for federal diversity jurisdiction.

62. Additionally, Plaintiffs are entitled to recover for the loss of any and all personal property of Sheila Blood damaged or destroyed by the collision.

63. On December 20, 2012, and at all times relevant to this action, Defendant Dorothy Motley- Hamilton was acting within the course and scope of her employment or contractual job duties for Defendant J & R Schugel Trucking, while driving a vehicle owned by Defendant J & R Schugel Trucking. Defendant J & R Schugel Trucking had the authority, right and duty to control how Defendant Dorothy Motley- Hamilton performed her job. Thus, Defendant J & R Schugel Trucking as a vehicle owner is directly liable and is also vicariously liable for the compensatory damages sought by the Plaintiffs for the negligence of Defendant Dorothy Motley- Hamilton, as well as punitive damages for her conduct.

64. On December 20, 2012, and at all times relevant to this action, Defendant Gregory Thompson was acting within the course and scope of his employment or contractual job duties for Defendant Polman Transfer, while driving a vehicle owned by Defendant Polman Transfer. Defendant Polman Transfer had the authority, right and duty to control how Defendant Gregory Thompson performed his job. Thus, Defendant Polman Transfer as a vehicle owner is directly liable and is also vicariously liable for the compensatory damages sought by the Plaintiffs for the negligence of Defendant Gregory Thompson, as well as punitive damages for his conduct.

65. On December 20, 2012, and at all times relevant to this action, Defendant Kim Yang was acting within the course and scope of his employment or contractual job duties for Defendant Caravan Logistics, while driving a vehicle owned by Defendant Caravan Logistics. Defendant Caravan Logistics had the authority, right and duty to control how Defendant Kim Yang performed her job. Thus, Defendant Caravan Logistics as a vehicle owner is directly liable and is also vicariously liable for the compensatory damages sought by the Plaintiffs for the negligence of Defendant Kim Yang, as well as punitive damages for her conduct.

**COUNT II**  
**NEGLIGENCE ON THE PART OF DEFENDANTS J & R SCHUGEL**  
**TRUCKING, INC., POLMAN TRANSFER, INC., AND CARAVAN GROUP**  
**OF COMPANIES A/K/A CARAVAN LOGISTICS**

66. Plaintiffs incorporate all of the allegations contained in Paragraphs 1-

65.

67. In addition to vicarious liability for the negligent conduct, injuries and damages caused by their respective drivers, Defendants J & R Schugel, Polman Transfer and Caravan Logistics are directly and independently liable for injuries and damages proximately caused by their own negligent acts and omissions.

68. Defendants J & R Schugel, Polman Transfer and Caravan Logistics, by and through their respective officers, servants, employees and/or agents, whether actual or ostensible, breached duties of care and committed the following acts of negligence and carelessness by failing to meet the requisite standards of due care, skill and practice as required of commercial and freight delivery trucking companies.

69. Defendants J & R Schugel, Polman Transfer and Caravan Logistics were negligent in hiring, training, retaining and supervising their respective drivers, including but not limited to:

- (a) Defendants J & R Schugel, Polman Transfer and Caravan Logistics knew or should have known that their respective drivers were not competent, satisfactory, qualified or safety conscious to operate the tractor-trailers they were employed to drive;
- (b) Defendants J & R Schugel, Polman Transfer and Caravan Logistics were negligent in failing to exercise due diligence in obtaining a driving history and ascertaining whether their respective drivers were qualified before allowing the drivers to operate the aforementioned tractor-trailers;



- (c) Defendants J & R Schugel, Polman Transfer and Caravan Logistics misjudged and/or overestimated the skills and ability of their respective drivers to drive the aforementioned vehicles;
- (d) Defendants J & R Schugel, Polman Transfer and Caravan Logistics failed to train educate, direct, prepare, set policy, or give guidance to their respective employees and drivers in the use of their tractor trailers;
- (e) Defendants J & R Schugel, Polman Transfer and Caravan Logistics failed to train, educate, direct, prepare, set policy, or give guidance to their respective drivers, as to what to do under circumstances similar to those that occurred on December 20, 2012, resulting in the fatal collision described herein;
- (f) Without the aforementioned training, education, direction, preparation, policies and/or guidance provided to their respective drivers, Defendants J & R Schugel, Polman Transfer and Caravan Logistics, knew or should have known, their employees and drivers were not qualified or competent to operate commercial motor vehicles or tractor trailers;
- (g) Defendants J & R Schugel, Polman Transfer and Caravan Logistics permitted their respective drivers to operate commercial motor vehicles on December 20, 2012, when they were unqualified and inadequately trained to do so; and
- (h) Defendants J & R Schugel, Polman Transfer and Caravan Logistics failed to supervise their respective drivers in the operation of commercial motor vehicles on December 20, 2012, in order to prevent the negligent conduct alleged herein.

70. Defendants J & R Schugel, Polman Transfer and Caravan Logistics

knew, or through the exercise of ordinary care, should have known that their conduct in hiring, training, retaining and supervising their respective drivers would subject third parties, namely persons traveling on public roads and highways, to a foreseeable and unreasonable risk of harm, including possible death.

71. The negligence of Defendants J & R Schugel, Polman Transfer and Caravan Logistics in hiring, retaining and supervising their respective drivers was a proximate cause of the injuries and damages alleged herein.

72. A reasonably careful motor carrier, operating under similar circumstances, would foresee that the failures in duties of care listed above would result in devastating injuries, including possible death, to other persons traveling on public highways like Sheila Blood.

73. All of the injuries and damages complained of herein were foreseeable and proximately resulted from the negligence of Defendants J & R Schugel, Polman Transfer and/or Caravan Logistics.

74. At all relevant time periods, Defendants J & R Schugel, Polman Transfer and Caravan Logistics were “motor carriers” and each was an “employer” of drivers of “commercial motor vehicles” as defined by 49 C.F.R. parts 382 *et seq.* of the Federal Motor Carrier Safety Regulations. Defendants J & R Schugel, Polman Transfer and Caravan Logistics were subject to the mandatory requirements and prohibitions set out therein, including duties imposed to ensure

that their commercial motor vehicle drivers acted in compliance with these federal regulations.

75. Pursuant to sections 390.03(e)(1) and 390.11 of the Federal Motor Carrier Safety Regulations, every employer of a commercial vehicle driver shall be knowledgeable of and comply with all regulations applicable to that motor carrier's operations and it shall be the duty of the motor carrier to require observance of any duty prescribed for a driver or any prohibition imposed upon the driver.

76. Pursuant to 49 C.F.R. section 392.1, every motor carrier, its officers, agents, representatives, and employees responsible for the management, maintenance, operation, or driving of commercial motor vehicles, or the hiring, supervising, training, assigning, or dispatching of drivers, shall be instructed in and comply with the Federal Motor Carrier Safety Regulations.

77. Pursuant to 49 C.F.R. section 390.13, no person shall aid, abet, encourage, or require an employee of a motor carrier to violate the Federal Motor Carrier Safety Regulations.

78. Defendants J & R Schugel, Polman Transfer and Caravan Logistics violated the Federal Motor Carrier Safety Regulations, including but not limited to:

- (a) Violation of 49 C.F.R. § 383.51(a)(2) in knowingly permitting a disqualified driver to drive a commercial motor vehicle;
- (b) Violation of 49 C.F.R. § 383.111 in failing to train drivers in procedures for safe vehicle control, the effects

of fatigue, the importance of understanding the effects of speed control for traffic conditions, traffic flow, stopping distance, and visibility, the importance of proper visual search and proper visual search methods, the procedures and techniques for controlling the space around the vehicle, and basic information concerning when and how to make emergency maneuvers including evasive steering and emergency stop;

- (c) Violation of 49 C.F.R. § 391.11 and § 391.15(a) requiring a motor carrier not to permit a person to drive a commercial motor vehicle unless that person is qualified to drive a commercial motor vehicle; and
- (d) Violation of 49 C.F.R. § 392.2 providing that every commercial motor vehicle operating in this state must be operated in accordance with the laws, ordinances, and regulations of the State of Iowa.

79. The federal motor carrier law, as implemented in the Federal Motor Carrier Safety Regulations, 49 C.F.R. Parts 382 *et seq.*, including those sections cited above, are adopted and enforced by the State of Iowa as standards and law of this State, pursuant to Iowa Code section 321.449 and chapter 17A of the Rules of the Iowa Department of Transportation.

80. The State of Iowa also has enacted laws and regulations governing the motor carriers, including but not limited to:

- (a) Violation of the Iowa Code making it unlawful for the owner, or any other person, employing or otherwise directing the driver of any vehicle, to require or knowingly to permit the operation of the vehicle upon a highway in any manner contrary to law.

81. Prior to and/or at the time of the collision on December 20, 2012,

Defendants J & R Schugel, Polman Transfer and Caravan Logistics violated each of the above-cited safety laws and regulations.

82. The violations of the above safety law and regulations were negligence per se on the part of Defendants J & R Schugel, Polman Transfer and Caravan Logistics.

83. Defendants J & R Schugel, Polman Transfer and Caravan Logistics' violations of the above-cited statutes and regulations were a direct and proximate cause of the injuries and damages alleged herein.

84. The injuries and the wrongful death of Sheila Blood are the type of injuries the above-cited safety law and regulations were designed to prevent.

85. In addition to punitive damages based upon their vicarious liability for the conduct of their respective drivers , Defendants J & R Schugel, Polman Transfer and Caravan Logistics are also liable for compensatory and punitive damages for their own conduct. J & R Schugel, Polman Transfer and Caravan Logistics knew, or in the exercise of ordinary care should have known in light of the surrounding circumstances, that the above-described negligent conduct on their respective parts would naturally and probably result in injury to others, yet they continued such conduct in willful and wanton disregard for the rights or safety of another. Thus, punitive damages also should be imposed against J & R Schugel, Polman Transfer and Caravan Logistics due to their own conduct as set out above.

86. As a direct and proximate result of Defendants J & R Schugel, Polman Transfer and/or Caravan Logistics' acts and omissions, the Plaintiffs assert claims for all compensatory and punitive damages against those Defendants, including, but not limited to, Sheila Blood's conscious pain and suffering prior to her death, funeral and medical expenses, as well as mental anguish and loss of services and support suffered by her family upon her death. Plaintiffs pray for compensatory damages against Defendants J & R Schugel, Polman Transfer and Caravan Logistics for the wrongful death of Sheila Blood, including the grief suffered as well as the expenses of funeral and other related costs, in an amount to be determined by the jury, plus the costs of this litigation, and all of the relief to which the Plaintiffs are entitled to by law, all in an amount in excess of that necessary for federal diversity jurisdiction.

**COUNT III**  
**NEGLIGENT ENTRUSTMENT BY DEFENDANTS J & R SCHUGEL**  
**TRUCKING, INC., POLMAN TRANSFER, INC., AND CARAVAN GROUP**  
**OF COMPANIES A/K/A CARAVAN LOGISTICS**

87. Plaintiffs incorporate all of the allegations contained in Paragraphs 1-86.

88. Defendants J & R Schugel, Polman Transfer and Caravan Logistics were the owners of the tractor-trailers previously described herein, which they used to operate their commercial freight shipping businesses.

89. Defendants J & R Schugel, Polman Transfer and Caravan Logistics

each owed duties of reasonable care in entrusting tractor-trailers to Defendants Motley-Hamilton, Thompson and Yang, respectively.

90. Defendants J & R Schugel, Polman Transfer and Caravan Logistics breached their duties by negligently entrusting the operating of the tractor-trailers, due to the acts and omissions of Defendants Motley-Hamilton, Thompson and Yang previously described herein.

91. Defendants Motley-Hamilton, Thompson and Yang knew or should have known that Defendants Motley-Hamilton, Thompson and Yang each had a propensity to operate tractor-trailers in an unsafe manner, which foreseeably would result in serious injury or death to others traveling on public highways, like Sheila Blood.

92. As a direct and proximate result of Defendants Motley-Hamilton, Thompson and Yang's negligent entrustment of their tractor-trailers, injuries occurred as previously described herein, including the death of Sheila Blood.

93. As a direct and proximate result of Defendants J & R Schugel, Polman Transfer and/or Caravan Logistics' negligent entrustment, the Plaintiffs assert claims for all compensatory and punitive damages against those Defendants, including, but not limited to, Sheila Blood's conscious pain and suffering prior to her death, funeral and medical expenses, as well as mental anguish and loss of services and support suffered by her family upon her death. Plaintiffs pray for

compensatory damages against Defendants J & R Schugel, Polman Transfer and Caravan Logistics for the wrongful death of Sheila Blood, including the grief suffered as well as the expenses of funeral and other related costs, in an amount to be determined by the jury, plus the costs of this litigation, and all of the relief to which the Plaintiffs are entitled to by law, all in an amount in excess of that necessary for federal diversity jurisdiction.

94. J & R Schugel, Polman Transfer and Caravan Logistics knew, or in the exercise of ordinary care should have known in light of the surrounding circumstances, that the above-described negligent entrustment on their respective parts would naturally and probably result in injury to others, yet they continued such conduct in willful and wanton disregard for the rights or safety of another. Thus, punitive damages also should be imposed against J & R Schugel, Polman Transfer and Caravan Logistics for negligent entrustment.

### **WRONGFUL DEATH**

95. Plaintiffs hereby adopt and restate paragraphs 1-94 of this Complaint.

96. As a direct and proximate result of the previously alleged conduct, all of which was grossly negligent, willful and wanton, outrageous and or reckless, the Defendants caused the death of Sheila Blood.

97. The wrongful death beneficiaries of Sheila Blood are her parents, Pearlie McCoy and Larry Blood, and the siblings of Sheila Blood, Larry Blood



(Jr.), Spencer Blood, Teresa Blood, Exie Blood and Aprea Harris.

98. As a direct and proximate result of Defendants' acts and omissions, the Estate of Sheila Blood and the wrongful death beneficiaries of Sheila Blood, assert claims for all compensatory and punitive damages against the Defendants, including, but not limited to, Sheila Blood's conscious pain and suffering prior to her death, funeral and medical expenses, as well as mental anguish and loss of services and support suffered by her family upon her death. Plaintiffs pray for compensatory damages against Defendants J & R Schugel, Polman Transfer and Caravan Logistics for the wrongful death of Sheila Blood, including the grief suffered as well as the expenses of funeral and other related costs, in an amount to be determined by the jury, plus the costs of this litigation, and all of the relief to which the Plaintiffs are entitled to by law, all in an amount in excess of that necessary for federal diversity jurisdiction.

#### **DEMAND FOR JURY TRIAL**

99. Plaintiffs demand that all issues of fact in this case be tried to a jury.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

1. For damages in an amount adequate to compensate the Plaintiffs for the injuries and damages sustained.
2. For all general and special damages caused by the alleged conduct of

Defendants.

3. For punitive damages sufficient to punish Defendants for their conduct in willful and wanton disregard for the rights or safety of others and to deter Defendants and others from ever repeating such actions.

4. For the costs of litigating this case.

5. For all other relief to which Plaintiffs are entitled by Iowa and/or Arkansas law.

WHEREFORE, THE ABOVE PREMISES CONSIDERED, the Plaintiffs, Pearlie McCoy and Larry Blood as Co-Special Administrators of the Estate of Sheila Blood, Deceased, and on behalf of the Wrongful Death Beneficiaries of Sheila Blood, pray for damages against the Defendants, J & R Schugel Trucking, Inc., Dorothy Motley- Hamilton, Polman Transfer, Inc., Gregory Thompson, Caravan Group of Companies, Caravan Logistics Inc., Caravan Leasing, Inc., Kim Yang and John Does 1-5, jointly and severally, for an amount in excess of that required by federal jurisdiction in diversity of citizenship cases, and for their costs and any and all other relief to which this Court may find them entitled.

Respectfully submitted,

/s/

Pressley Henningsen      AT0003402

RSH Legal, PC  
Suite 1140, Plaza 425  
425 Second Street SE  
Cedar Rapids, Iowa 52401  
Phone:      (319) 365-9200  
Fax:      (319) 365-1114  
[phenningesen@fightingforfairness.com](mailto:phenningesen@fightingforfairness.com)

ATTORNEYS FOR THE PLAINTIFFS

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

Pearlie McCoy and Larry Blood as co-special administrators of the Estate of Sheila Blood, Deceased, and on behalf of the wrongful death beneficiaries of Sheila Blood

(b) County of Residence of First Listed Plaintiff Arkansas, AR  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Pressley Henningsen, RSH Legal, PC  
425 2nd St SE, Suite 1140, Cedar Rapids, IA 52401  
319-365-9200

**DEFENDANTS**

J & R Schugel Trucking, Inc.; Dorothy Motley-Hamilton; Polman Transfer, Inc.; Gregory Thompson; Caravan Group of Companies; Carvan Logistics, Inc.; Caravan Leasing, Inc.; Kim Yang; John Does...

County of Residence of First Listed Defendant Brown, MN  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                                   | DEF                        |   | PTF                        | DEF                                   |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1            | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input checked="" type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. Section 1332

Brief description of cause:

Motor vehicle collisions resulting in wrongful death

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

**DEMAND \$**

CHECK YES only if demanded in complaint:

**JURY DEMAND:** ☒ Yes ☐ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

12/03/2014

SIGNATURE OF ATTORNEY OF RECORD



FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

IN THE CIRCUIT COURT OF PULASKI COUNTY, ARKANSAS  
15<sup>th</sup> DIVISION

IN THE MATTER OF  
ESTATE OF SHEILA BLOOD,  
DECEASED

CASE NO. PR- 13-48

ORDER

ON THIS 4<sup>th</sup> day of March, 2013, is presented for the Court's consideration Larry Blood's Motion Objecting to the Appointment of Pearlie McCoy as Special Administrator of the Estate of Sheila Blood and Requesting she be Removed as Special Administrator and the Probate Case Dismissed, from consideration thereof and other matters and things of record herein, the Court finds and determines:

1. Pearlie McCoy and Larry Blood have reached a mutual agreement that this Court in Pulaski County, Arkansas, is the proper venue for the administration of the Estate of Sheila Blood (Decedent).
2. The parties further agree that both Pearlie McCoy and Larry Blood should be appointed special administrators of the Estate of the Decedent.
3. As such, Larry Blood's Motion Objecting to the Appointment of Pearlie McCoy as Special Administrator of the Estate of Sheila Blood and Requesting she be Removed as Special Administrator and the Probate Case Dismissed is moot and is hereby denied as moot.
4. Pearlie McCoy has already been appointed by this Court as special administrator of the Decedent's Estate. By agreement of both parties and pursuant to Ark. Code Ann. §§ 28-48-101 and 28-48-103, Larry Blood also is appointed as Special Administrator of the Estate of Sheila Blood. Pursuant to Ark. Code Ann. § 28-48-104 Pearlie McCoy and Larry Blood shall have full authority to act on




behalf of the Decedent and her Estate in regard to the investigation, development and institution of potential litigation or other proceedings relative to a possible wrongful death action under the Arkansas Wrongful Death / Survival statutes.

5. Pearlie McCoy and Larry Blood shall be authorized and empowered to obtain any documentation, information or tangible things, without limitation, bearing upon the issue of potential tortious conduct relative to Decedent's death.
6. In the event of settlement offer relative to any tort claim, Pearlie McCoy and Larry Blood shall be authorized in their joint discretion to accept such settlement, and to execute any settlement-related documentation, including a Release relative to any tortfeasors with whom settlement may be achieved, and shall hold any funds obtained thereby subject to the continuing jurisdiction of this Court and further orders with respect to distribution of such proceeds, pursuant to Ark. Code Ann. § 28-48-104.
7. Upon filing of an Acceptance of Appointment by Pearlie McCoy and Larry Blood, the Clerk shall issue Letters of Administration to Petitioner.
8. The employment contract between Pearlie McCoy and the Law Offices of Peter Miller has already been approved. Larry Blood is directed to file with the Court a petition to approve his contract with the Law Firm of Taylor King.

**IT IS SO ORDERED.**

  
The Honorable Richard N. Moore, Jr.  
Pulaski County Circuit Judge

3/24/13  
Date

Prepared by:   
Jessica Virden, Attorney for Pearlle McCoy  
Ark. Bar No. 2011050

Approved by:   
Joseph Gates, Attorney for Larry Blood



**IN THE CIRCUIT COURT OF POPE COUNTY, ARKANSAS  
CIVIL DIVISION**

**JOAN MARTIN, INDIVIDUALLY AND AS  
THE PARENT AND NATURAL GUARDIAN  
OF SHELBY MARTIN, A MINOR CHILD**

**PLAINTIFF**

**V. CV-2014-\_\_\_\_\_**

**RUSSELLVILLE CHRISTIAN CENTER, INC.,  
D/B/A LAKE LAND MOBILE HOME PARK,  
A/K/A RCC MOBILE HOME PARK;  
TOM UNDERHILL; SCOTT BYERS,  
INDIVIDUALLY AND AS THE PARENT  
OF PHILIP BYERS, A MINOR CHILD; BUD BYERS;  
AND JOHN DOES 1-3**

**DEFENDANTS**

**AFFIDAVIT REGARDING JOHN DOES 1 THROUGH 3,  
PURSUANT TO ARKANSAS CODE SECTION 16-56-125**

The undersigned, David L. Eanes, Jr., having been duly sworn, states upon oath and affirmation as follows:

1. I am an attorney with Taylor King & Associates, P.A., 320 Main Street, Arkadelphia, Arkansas, 71923.
2. Taylor King & Associates, P.A., has been employed by Joan Martin, individually and as parent and natural guardian of Shelby Martin, a minor child, to bring a cause of action against various known and unknown tortfeasors, alleged to be liable for negligent acts and omissions directly and proximately causing serious personal injuries in Pope County, Arkansas, on October 8, 2011.
3. Pursuant to Arkansas Code section 16-56-125, John Doe 1 is designated to represent any, as yet unknown and undiscovered, insurance company that may be held





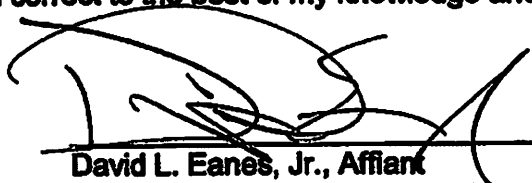
directly liable as a named defendant in this matter, including under circumstances where a named Defendant pleads and proves an affirmative defense of charitable immunity, permitting John Doe 1 to be sued in a direct action, pursuant to Arkansas Code section 23-79-210, such facts being unknown to the Plaintiff as of the filing of this pleading despite diligent effort.

4. Pursuant to Arkansas Code section 16-56-125, John Doe 2 is any, as yet unknown and undiscovered, owner of any parcel of real property or any premises on which the events described herein occurred, such fact being unknown to the Plaintiff as of the filing of this pleading despite diligent effort.

5. Pursuant to Arkansas Code section 16-56-125, John Doe 3 is an, as yet unknown and undiscovered, Defendant who was the owner, person or entity that owned, possessed or was entitled to control the use and possession of the ATV in question, such fact being unknown to the Plaintiff as of the filing of this pleading despite diligent effort.

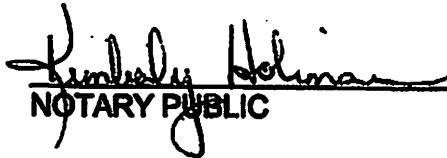
6. In accordance with applicable Rules of Civil Procedure, the Plaintiff intends to serve discovery upon the named Defendants and to subpoena information from non-parties, in order to determine the identity of the designated John Doe Defendants.

I, David L. Eanes, Jr., state upon oath that the statements contained in the above and foregoing Affidavit are true and correct to the best of my knowledge and belief.

  
\_\_\_\_\_  
David L. Eanes, Jr., Affiant  
Oct. 7, 2014  
\_\_\_\_\_  
Date

STATE OF ARKANSAS    )  
                                  ) SS.  
COUNTY OF PULASKI    )

On this the 1<sup>th</sup> day of October, 2014, before the undersigned officer, personally appeared David L. Eanes, Jr., known to be the person whose name is subscribed to in the above and foregoing Affidavit, and acknowledged that he executed the same for the purposes therein contained.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

10-05-2019

KIMBERLY HOLIMAN  
PULASKI COUNTY  
NOTARY PUBLIC - ARKANSAS  
My Commission Expires October 05, 2019  
Commission No. 12373470