

**IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA**

**JOHNNY JOHNSON AND MARI
JOHNSON,**

Plaintiffs,

vs.

**WALTER F. RUSSELL, ALAPAHA
RIVER MOVING & STORAGE, INC.,
SUWANNEE RIVER MOVING &
STORAGE, INC., GULF OF MEXICO
TRANSPORT, INC., and ECONO
INSURANCE COMPANY,**

Defendants.

CIVIL ACTION NO.:

COMPLAINT

COME NOW, Johnny and Mari Johnson, Plaintiffs in the above styled action, and file this Complaint for personal injuries and damages against Defendants as follows:

1.

Johnny and Mari Johnson are residents of Bibb County, Georgia living at 401 Red Devil Road, Macon, Georgia 31210.

2.

Defendant Walter F. Russell is a resident of Bibb County, Georgia, and is thereby subject to the jurisdiction and venue of this Court.

3.

Defendant Alapaha River Moving & Storage, Inc. is a for profit corporation doing business in Georgia with a registered agent for service of process in Bibb County, Georgia. Defendant Alapaha's Registered Agent, Ed Fletcher, can be served at 123 Coleman Avenue,

Macon, Bibb County, Georgia 31201. Therefore, Alapaha River Moving & Storage, Inc. is subject to the jurisdiction and venue of this Court.

4.

Defendant Suwannee River Moving & Storage, Inc. is a for profit Florida corporation authorized to do business in the State of Georgia. Suwannee River Moving & Storage, Inc. maintains its registered agent in Bibb County, Georgia. Service can be made on Suwannee River Moving & Storage, Inc. by serving its Registered Agent, Ed Fletcher, at 123 Coleman Avenue, Macon, Bibb County, Georgia. Therefore, Suwannee River Moving & Storage, Inc. is subject to the jurisdiction and venue of this Court.

5.

Defendant Gulf of Mexico Transport, Inc. is a for profit Florida corporation authorized to do business in the State of Georgia. Gulf of Mexico Transport, Inc. maintains its registered agent in Bibb County, Georgia. Gulf of Mexico Transport, Inc. can be served by serving its Registered Agent, Ed Fletcher, at 123 Coleman Avenue, Macon, Bibb County, Georgia. Therefore, Gulf of Mexico Transport, Inc. is subject to the jurisdiction and venue of this Court.

6.

Defendant Alapaha River Moving & Storage, Inc., Suwannee River Moving & Storage, Inc., and Gulf of Mexico Transport, Inc. are engaged in a joint venture for profit to carry on motor common carrier and motor contract carrier business in the State of Georgia.

7.

Further, Plaintiffs show Alapaha River Moving & Storage, Inc. and Suwannee River Moving & Storage, Inc. serve as the alter ego business conduit for Gulf of Mexico Transport, Inc. to carry on motor common carrier and motor contract carrier business in the State of Georgia.

8.

By virtue of the joint venture and alter ego business relationship between Defendants Alapaha River Moving & Storage, Inc., Suwannee River Moving & Storage, Inc., and Gulf of Mexico Transport, Inc., these Defendants are joint and severally responsible, as a matter of law, for the actions of each other, including their employees and agents.

9.

At the time of this accident, Defendant Walter F. Russell was an employee and/or agent of Defendants Alapaha River Moving & Storage, Inc., Suwannee River Moving & Storage, Inc., and Gulf of Mexico Transport, Inc. Therefore, these Defendants are responsible for the acts and omissions of Defendant Russell.

10.

Defendant Econo Insurance Company is a for profit Georgia corporation and insurance company licensed to do business in the State of Georgia. Defendant Econo Insurance Company maintains its registered agent in Macon, Bibb County, Georgia and Defendant Econo Insurance Company can be served by serving the Summons and Complaint upon Sally Smith, #1 Deep Pockets Drive, Macon, Bibb County, Georgia.

11.

On the date and time hereinafter described, Defendant Econo Insurance Company had in place a policy of liability insurance, which policy was for the protection of the general public against injuries and deaths proximately caused by negligent operation of the vehicle being driven by Defendant Russell in his capacity as an agent and/or employee of Defendants Alapaha River Moving & Storage, Inc., Suwannee River Moving & Storage, Inc., and Gulf of Mexico Transport, Inc.

12.

Defendant Econo Insurance Company having provided said policy as a direct obligation of insurance is liable in this case for the injuries sustained by Plaintiffs in accordance with O.C.G.A. §46-7-12.

13.

Defendants herein are joint and several tortfeasors and their negligence combined, concurred, and contributed to produce injuries to the Plaintiffs.

14.

By virtue of the combined negligence of these joint and several tortfeasors, jurisdiction and venue are proper as to all Defendants in this Court.

General Allegations of Negligence

15.

On or about May 1, 2007, Defendant Russell was operating a 2003 Freightliner Conventional Tractor Trailer with United States Department of Transportation Number 12345 in

Bibb County, Georgia. This United States Department of Transportation Number assigns ownership of the vehicle to Defendant Alapaha River Moving & Storage, Inc.

16.

At said time and place, Defendant Alapaha River Moving & Storage, Inc. operated a joint venture and alter ego business entity with Defendants Suwannee River Moving & Storage, Inc. and Gulf of Mexico Transport, Inc.

17.

On or about May 1, 2007, Defendant Russell was involved in a motor vehicle accident with Plaintiff Johnny Johnson.

18.

Following the accident, Defendant Russell represented he was an employee acting within the scope of his employment with Defendant Suwannee River Moving & Storage, Inc.

19.

On or about May 1, 2007, Suwannee River Moving & Storage, Inc. operated a joint venture and alter ego business entity with Alapaha River Moving & Storage, Inc. and Gulf of Mexico Transport, Inc.

20.

Defendant Alapaha River Moving & Storage, Inc., Suwannee River Moving & Storage, Inc., and Gulf of Mexico Transport, Inc. are liable for the acts and omissions of Defendant Russell based on the doctrine of respondeat superior.

21.

On or about May 1, 2007, Defendant Russell was operating the 2003 Freightliner Conventional Tractor Trailer in a westward direction on Spring Street near its intersection with Riverside Drive in Macon, Bibb County, Georgia.

22.

As Defendant Russell was approaching this intersection, he encountered a red light requiring him to come to a stop and yield the right of way to traffic traveling north and south on Riverside Drive.

23.

On or about May 1, 2007, Plaintiff Johnny Johnson was operating a 2004 Ford van traveling north on Riverside Drive near its intersection with Spring Street in Macon, Bibb County, Georgia.

24.

As Plaintiff Johnny Johnson approached the intersection with Spring Street, he encountered a green traffic signal indicating he had the right of way to proceed through the intersection.

25.

As Defendant Russell approached the intersection with Riverside Drive, he disregarded the traffic control signal which required him to stop and give right of way to traffic traveling north and south on Riverside Drive.

26.

Thereafter, Defendant Russell entered the intersection of Spring Street and Riverside Drive and struck the vehicle being driven by Plaintiff Johnny Johnson.

27.

This motor vehicle collision was caused by the negligence of Defendant Russell.

28.

Defendant Russell was negligent in the operation of the motor vehicle in the following particulars:

- (a) In failing to obey the instructions of an official traffic control device in violation of O.C.G.A. §40-6-20;
- (b) In driving at a speed that is greater than is reasonable and prudent under the circumstances and conditions;
- (c) In failing to yield right of way when entering an intersection; and
- (d) Defendant Russell was otherwise negligent.

29.

At the time of this motor vehicle collision, Defendant Russell was acting within his capacity as an agent and employee of Defendants Alapaha Moving & Storage, Inc., Suwannee River Moving & Storage, Inc., and Gulf of Mexico Transport, Inc. Therefore, Defendants Alapaha Moving & Storage, Inc., Suwannee River Moving & Storage, Inc., and Gulf of Mexico Transport, Inc. are liable to the Plaintiffs for the negligence of their agent and employee Russell.

30.

Defendant Econo Insurance Company is liable to Plaintiffs pursuant to O.C.G.A. §46-7-

12.

Count I

31.

Plaintiffs reallege the allegations contained in paragraphs 1 through 30 of Plaintiffs' Complaint as if said allegations were restated verbatim herein.

32.

As a direct and proximate result of the negligence of Defendants, Plaintiff Johnny Johnson sustained severe and debilitating personal injuries.

33.

Furthermore, as a direct and proximate result of the negligence of Defendants, Plaintiff Johnny Johnson has incurred substantial medical expenses for treatment of injuries sustained in this accident. Plaintiff Johnson will supplement this Complaint with the exact amount of these medical expenses prior to the trial of this case.

34.

Furthermore, as a result of the injuries which were caused by the negligence of Defendants, Plaintiff Johnny Johnson has been unable to work. Therefore, Johnny Johnson has lost a substantial amount of wages which Plaintiffs will specify by amendment prior to the trial of this case.

35.

As a result of the negligence of Defendants as set forth above, Plaintiff Johnny Johnson shows he is entitled to recover damages for pain and suffering, medical expenses, and lost wages. Plaintiff Johnny Johnson prays that he so recover.

Count II

36.

Plaintiffs reallege the allegations contained in paragraphs 1 through 35 of Plaintiffs' Complaint as if restated verbatim herein.

37.

At the time of the accident, Plaintiff Johnny Johnson was married to Plaintiff Mari Johnson.

38.

As a result of the negligence of the Defendants, Plaintiff Mari Johnson has suffered damages in the nature of loss of services, society, companionship, and consortium.

39.

Therefore, Plaintiff Mari Johnson seeks to recover damages from Defendants for this loss.

WHEREFORE, having filed this cause of action, Plaintiffs pray:

- (a) That Summons and Complaint be issued and served on Defendants in accordance with Georgia law;
- (b) That Plaintiffs have a trial by twelve fair and impartial jurors;
- (c) That Plaintiffs have judgment, jointly and severally, against all Defendants under Count I of Plaintiffs' Complaint in an amount to be determined at trial;

- (d) That Plaintiffs have judgment, jointly and severally, against all Defendants under Count II of Plaintiffs' Complaint in an amount to be determine at trial;
- (e) That Plaintiffs Johnny and Mari Johnson recover from Defendants, jointly and severally, both special and general damages; and
- (f) That Plaintiffs have such other and further recovery and relief as is appropriate and authorized under Georgia law.

This ____ day of February, 2009.

123 Attorney Row
Macon, Georgia 31201
(478) 745-1625

JOHN DOE
State Bar No.: 123456
Attorney for Plaintiffs

***J&M ENTERPRISES, INC.
dba: PARSONIAN HOTEL
1725 BROADWAY
PARSONS, KS 67357
620 421-4400 FAX 620 421-2569***

DATE: 2/23/09
TO: Lester Kiehn
FROM: Dale Markham and Paula Markham
RE: Indication of contract revisions

Attached are the first 12 pages of the Purchase contract that we have revised indicating areas of revision. The only other revision on the rest of the pages is a typo on page 15 Section 9.10 in the last line where there is the word "Erin" which should read "herein".