

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
AT NASHVILLE

JENNIFER WOOD, as natural mother)
and next friend of JENNY ROGERS,)
sole heir at law of decedent JOHN)
ROGERS.,)
)
)
)
)
)
Plaintiff,)
)
vs.) No. _____
)
ROLLINS LEASING LLC,) JURY DEMAND
PENSKE TRUCK LEASING)
CORPORATION,)
PENSKE TRUCK LEASING CO., L.P.,)
and)
GOODYEAR TIRE & RUBBER)
COMPANY,)
)
Defendants.)

COMPLAINT

Plaintiff, Jennifer Wood, as natural mother and next friend of Jenny Rogers, sole heir at law of John Rogers, Jr., deceased, for her cause of action against Defendants, Rollins Leasing LLC, Penske Truck Leasing Corporation, Penske Truck Leasing Co., L.P., and Goodyear Tire & Rubber Company, states to the Court:

I. PARTIES

1. Jennifer Wood is the natural mother and next friend of Jenny Rogers, minor child and sole heir at law of the late John Rogers. Jennifer Wood and Jenny Rogers are citizens and residents of Kentucky.

2. Defendant Rollins Leasing LLC is a limited liability company organized under the laws of the State of Delaware with its principal place of business at Rt. 10 & Pheasant Rd., Reading, Pennsylvania, 19607. Defendant Rollins Leasing LLC is registered to do business in Tennessee and may be served through its registered agent for service of process, Corporation Service Company, 2908 Poston Avenue, Nashville, Tennessee, 37203.

3. Defendant Penske Truck Leasing Corporation is a corporation incorporated under the laws of the State of Delaware with its principal place of business at Route 10 Green Hills, Reading, Pennsylvania, 19603. Defendant Penske Truck Leasing Corporation is registered to do business in Tennessee and may be served through its registered agent for service of process, Corporation Service Company, 2908 Poston Avenue, Nashville, Tennessee, 37203.

4. Defendant Penske Truck Leasing Co., L.P. is a limited partnership organized under the laws of the State of Delaware with its principal place of business at Route 10, Green Hills, Reading, Pennsylvania, 19603. Defendant Penske Truck Leasing Co., L.P. is registered to do business in Tennessee and may be served through its registered agent for service of process, Corporation Service Company, 2908 Poston Avenue, Nashville, Tennessee, 37203.

5. Defendant Goodyear Tire & Rubber Company is a corporation incorporated under the laws of the State of Ohio with its principal place of business at 1144 East Market St., Akron, Ohio, 44316. Defendant Goodyear Tire & Rubber Company is registered to do business in Tennessee and may be served through its

registered agent for service of process, C T Corporation System, 530 Gay Street, Knoxville, Tennessee 37902.

II. JURISDICTION AND VENUE

6. Defendants have provided products and services in Tennessee. Defendants are found within and transacting business within the geographic area of this Court and elsewhere. There is complete diversity of citizenship between the parties and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

7. The Court has personal jurisdiction over the parties and subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332.

8. The injury and damages caused by the wrongful conduct complained of herein occurred and the causes of action herein arose within the geographic area of this Court.

9. Venue is proper in this Court pursuant to 28 U.S.C. § 1391.

III. FACTS

10. On or about May 15, 2002, John Rogers, was riding in the sleeping cab of a 2001 Volvo tractor-trailer (“the Volvo truck”) traveling westbound on Highway 76 in Robertson County, Tennessee.

11. Suddenly and without warning, the left outside tire on the fifth axle of the Volvo truck (“the outside tire”) blew out.

12. The tire blow out caused the driver of the Volvo truck to lose control while entering a curve and drift into oncoming traffic on Highway 76.

13. The Volvo truck rolled over, collided with an oncoming vehicle and came to rest on the shoulder of Highway 76.

14. John Rogers was severely injured in the wreck and trapped within the overturned Volvo truck.

15. John Rogers subsequently died from injuries he sustained in the wreck.

16. The Volvo truck was leased from Rollins Leasing Corp. to Worldwide Dedicated Services, Inc. under the Lease & Service Agreement attached hereto as Exhibit 1.

17. In Section 4A of the Lease & Service Agreement, Rollins Leasing Corp. agreed to provide numerous products and services for specified Vehicles, including the Volvo truck. Section 4A specifies, *inter alia*:

a. Rollins Leasing Corp. shall provide, at Rollins facilities, oil, lubricants, tires, tire replacements, tire repairs and operating supplies necessary for the proper and efficient operation of Vehicle(s);

b. Rollins Leasing Corp. will maintain and repair Vehicle(s) and furnish all labor and parts; and

c. Rollins Leasing Corp. shall provide a preventative maintenance program and maintain proper records required by Federal regulations.

18. On information and belief, Defendant Rollins Leasing LLC, Defendant Penske Truck Leasing Corporation, and Defendant Penske Truck Leasing Co., L.P., (collectively referred to herein as “the Penske Defendants”) are the successors in interest to Rollins Leasing Corp.

19. On information and belief, the Penske Defendants assumed responsibility for the performance of Rollins Leasing Corp.’s obligations under the Lease & Service Agreement.

20. On information and belief, the Penske Defendants are the current lessors of the Volvo truck.

21. On information and belief, Defendant Goodyear Tire & Rubber Company (“Goodyear”) subcontracted to maintain tires on behalf of the Penske Defendants under the Lease & Service Agreement.

22. On information and belief, the Defendants patched the outside tire prior to the May 15, 2002 wreck.

IV. NEGLIGENCE

23. Plaintiff reaffirms and realleges each of the allegations of paragraphs 1 through 22 of this Complaint.

24. The Penske Defendants were negligent in the following particulars:

a. The Penske Defendants failed to maintain the Volvo truck in a safe operating condition;

b. The Penske Defendants failed to use due care in maintaining the Volvo truck;

c. The Penske Defendants failed to adequately inspect the Volvo truck for defects or hazards;

d. The Penske Defendants failed to adequately repair the Volvo truck;

e. The Penske Defendants failed to maintain the outside tire in a safe operating condition;

f. The Penske Defendants failed to use due care in maintaining the outside tire;

g. The Penske Defendants failed to adequately inspect the outside tire for defects or hazards;

h. The Penske Defendants failed to adequately repair the outside tire;

i. The Penske Defendants failed to use due care in repairing the outside tire;

j. The Penske Defendants failed to warn of potential blowouts after patching the outside tire;

k. The Penske Defendants failed to replace the outside tire upon notice of its hazardous condition; and

l. The Penske Defendants failed to otherwise use due care for the safety of occupants of the Volvo truck.

25 Defendant Goodyear was negligent in the following particulars:

a. Defendant Goodyear failed to maintain the outside tire in a safe operating condition;

b. Defendant Goodyear failed to use due care in maintaining the outside tire;

c. Defendant Goodyear failed to adequately inspect the outside tire for defects or hazards;

d. Defendant Goodyear failed to adequately repair the outside tire;

e. Defendant Goodyear failed to use due care in repairing the outside tire;

f. Defendant Goodyear failed to warn of potential blowouts after patching the outside tire;

g. Defendant Goodyear failed to replace the outside tire upon notice of its hazardous condition; and

h. Defendant Goodyear failed to otherwise use due care for the safety of occupants of the Volvo truck.

26. John Rogers' injuries and death are a direct and proximate result of Defendants' negligence.

27. Jenny Rogers, as minor child and sole heir of decedent John Rogers, is entitled to receive damages from Defendants for Mr. Rogers' pain and suffering, loss of enjoyment of life, lost earning capacity, medical expenses, funeral expenses, the pecuniary value of the life of John Rogers, and all other damages allowed under Tennessee law.

28. In addition, Jenny Rogers seeks damages for the loss of love, society, affection, companionship, and guidance of her father, John Rogers.

WHEREFORE, Plaintiff Jennifer Wood, as natural mother and next friend of Jenny Rogers, sole heir of John Rogers, prays for the following relief:

1. A judgment for compensatory damages against the Defendants jointly and severally in an amount to be determined by a jury but in excess of seventy-five thousand (\$75,000.00) dollars, exclusive of interest and costs.
2. An award of all discretionary costs and court costs;
3. Prejudgment interest;
4. A jury be empanelled to try this cause; and
5. Such other and further relief as shall be deemed reasonable and necessary.

Respectfully submitted,

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