



**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
BESSEMER DIVISION**

KENNETH RAY SHOTTS,)

Plaintiff,)

vs.)

CIVIL ACTION NO.
CV _____

GOODYEAR TIRE & RUBBER)
COMPANY;)

CHRYSLER GROUP, LLC;)

FCA US LLC, FORMERLY)

CHRYSLER GROUP, LLC;)

TOWN & COUNTRY FORD, L.L.C.;)

TOWN & COUNTRY FORD PELL)

CITY, L.L.C.;)

APPLIANCE CONNECTION, INC.)

d/b/a AUTOMOTIVE CONNECTION;)

D & R APPLIANCE CO., INC. d/b/a)

AUTOMOTIVE CONNECTION; and,)

No. 1, whether singular or plural, that entity or those entities who or which designed the subject vehicle and/or tires involved in the occurrence made the basis of this lawsuit, any component part thereof, or any attendant equipment used or available for use therewith; **No. 2**, whether singular or plural, that entity or those entities who or which manufactured or assembled the subject vehicle and/or tires in the occurrence made the basis of this lawsuit, any component part thereof, or any attendant equipment used or available for use therewith; **No. 3**, whether singular or plural, that entity or those entities who or which had any role in the distributive chain regarding the subject vehicle and/or tires involved in the occurrence made the basis of this lawsuit, any component part thereof, or any attendant equipment used or available for use therewith, from the date of manufacture of each said product through the date of the accident; **No. 4**, whether singular or plural, that entity or those entities who or which, prior to the occurrence made the basis of this lawsuit altered or repaired the subject vehicle and/or tires involved in said occurrence, any component part thereof, or any attendant equipment used or available for use therewith; **No. 5**, whether singular or plural, that entity or those entities who or which suggested or specified the subject vehicle and/or tires involved in the occurrence made the basis of this lawsuit, any component part thereof, or any attendant equipment be used as it was being used at the time of the occurrence; **No. 6**, whether singular or plural, that entity or those entities who or which failed to warn or issued inadequate warnings or instructions regarding the use or operation of the subject vehicle and/or tires involved in the occurrence made the basis of this lawsuit, any component part thereof, or any attendant equipment used or available for use therewith; **No. 7**, whether singular or plural, that entity or those entities which provided product liability and/or general liability insurance coverage for the manufacturer and/or distributor of the subject vehicle and/or tires involved in the occurrence made the basis of this lawsuit at the time of said occurrence or at any time prior thereto; **No. 8**, whether singular or plural, that entity who or which installed any component parts of the subject vehicle and/or tires involved in the

occurrence made the basis of this lawsuit, or any attendant equipment used or available for use therewith; **No. 9**, whether singular or plural, that person, or those persons that entity or those entities whose duty it was to maintain the subject vehicle and/or tires involved in the occurrence made the basis of this lawsuit from the time it was manufactured or assembled until the time of Plaintiff's injury made the basis of this suit; **No. 10**, whether singular or plural, that entity or those entities who or which was responsible for advertising the subject vehicle and/or tires involved in the occurrence made the basis of this lawsuit, any component part thereof or any attendant equipment used or available for use therewith; **No. 11**, whether singular or plural, that entity or those entities who or which did any consulting work, i.e., advertising, engineering, etc., referable to the design, manufacture, and/or assembly of the subject vehicle and/or tires involved in the occurrence made the basis of this lawsuit; **No. 12**, whether singular or plural, that entity or those entities who or which tested, inspected, approved or issued any approval of the subject vehicle and/or tires involved in the occurrence made the basis of this lawsuit, any component part thereof, or any attendant equipment used or available for use therewith; **No. 13**, whether singular or plural, that entity or those entities who or which conducted safety inspections or analysis of or with reference to the subject vehicle and/or tires involved in the occurrence made the basis of this lawsuit, any component part thereof, or any attendant equipment used or available for use therewith and/or the design or manufacturing process of each said product including, but not limited, the products liability insurance carrier for the manufacturer or distributor of any of the aforesaid products; **No. 14**, whether singular or plural, that entity or those entities which reinsured or provided excess coverage with relation to any self-insurance program provided by any defendant, named or fictitious; **No. 15**, whether singular or plural, that entity or those entities, other than those entities described above, whose breach of contract or warranty contributed to cause the occurrence made the basis of this lawsuit; **No. 16**, whether singular or plural, that entity or those entities, that individual or those individuals, other than those individuals and entities described above whose negligence, wantonness, or other wrongful conduct contributed to cause the occurrence made the basis of this lawsuit; **No. 17**, whether singular or plural, that entity or those entities who or which provided any insurance coverage, of whatever kind or character, to any of the named or fictitious defendants herein; **No. 18**, whether singular or plural, that entity, other than those entities described above, which is the successor in interest of any of those entities described herein; **No. 19**, whether singular or plural, that entity or those entities who or which provided maintenance or service work on the subject vehicle and/or tires involved in the occurrence made the basis of the lawsuit; **No. 20**, Whether singular or plural, that entity or those entities other than those entities described above, which is the predecessor or successor corporation of any of the entities described above. Plaintiff avers that the identities of the fictitious parties defendant herein are otherwise unknown to Plaintiff at this time or, if their names are known to Plaintiff their identities as proper parties defendant are not known to Plaintiff at this time, and their true names will be substituted by amendment when ascertained.

Defendants.)
)

COMPLAINT

PLAINTIFF KENNETH RAY SHOTTS files suit against GOODYEAR TIRE & RUBBER COMPANY; CHRYSLER GROUP, LLC; FCA US LLC, FORMERLY CHRYSLER GROUP, LLC; TOWN & COUNTRY FORD, L.L.C.; TOWN & COUNTRY FORD PELL CITY, L.L.C.; APPLIANCE CONNECTION, INC. d/b/a AUTOMOTIVE CONNECTION; D & R APPLIANCE CO., INC. d/b/a AUTOMOTIVE CONNECTION; and fictitious party defendants 1-20, and in support thereof, states as follows:

PARTIES • JURISDICTION • VENUE

1. The PLAINTIFF, KENNETH RAY SHOTTS, is an adult resident citizen of Tuscaloosa County, Alabama.
2. Defendant THE GOODYEAR TIRE & RUBBER COMPANY (hereinafter “GOODYEAR”) is an Ohio corporation, with its principal place of business located in Akron, Ohio. GOODYEAR may be served with process of this Court by serving its registered agent, CSC Lawyers Incorporating Service Inc., 150 South Perry Street, Montgomery, Alabama 36104. GOODYEAR manufactured and distributed the tire that is the subject of this lawsuit. GOODYEAR does business in and can be found in the Bessemer Division of Jefferson County, Alabama. At all times pertinent hereto, GOODYEAR designed, developed, tested, manufactured, and/or distributed the Goodyear Eagle RS-A P235/70R16 104T tire with DOT Number 4B08 DLWR 3601 (hereinafter the “subject tire”).
3. Defendant CHRYSLER GROUP, LLC (hereinafter “CHRYSLER”) is a Delaware limited liability company with its principal place of business in Auburn Hills, Michigan. CHRYSLER may be served with process of this Court by serving its registered agent, CT Corporation System,

2 North Jackson Street, Suite 605, Montgomery, Alabama 36104. CHRYSLER manufactured and distributed the vehicle (a 2002 Jeep Liberty) that is the subject of this lawsuit. CHRYSLER does business in and can be found in the Bessemer Division of Jefferson County, Alabama. At all times pertinent hereto, CHRYSLER designed, developed, tested, manufactured and/or distributed the 2002 Jeep Liberty VIN: 1J4GK48K32W171499 (hereinafter the “subject vehicle”).

4. Defendant FCA US LLC, FORMERLY CHRYSLER GROUP, LLC (hereinafter “FCA US LLC”) is a Delaware limited liability company with its principal place of business in Auburn Hills, Michigan. FCA US LLC may be served with process of this Court by serving its registered agent, CT Corporation System, 2 North Jackson Street, Suite 605, Montgomery, Alabama 36104. FCA US LLC manufactured and distributed the vehicle (a 2002 Jeep Liberty) that is the subject of this lawsuit. FCA US LLC does business in and can be found in the Bessemer Division of Jefferson County, Alabama. At all times pertinent hereto, FCA US LLC designed, developed, tested, manufactured and/or distributed the 2002 Jeep Liberty VIN: 1J4GK48K32W171499 (hereinafter the “subject vehicle”).

5. Defendant TOWN & COUNTY FORD, L.L.C. (hereinafter “TOWN & COUNTRY FORD”) is an Alabama limited liability company with its principal place of business in Alabama, and with its registered agent for service of process being Steven D. Watts, 5041 Ford Parkway, Bessemer, Alabama 35021-1321.

6. Defendant TOWN & COUNTRY FORD PELL CITY, L.L.C. (hereinafter “TOWN & COUNTRY FORD PELL CITY”) is an Alabama limited liability company with its principal place of business in Alabama, and with its registered agent for service of process being Steven D. Watts, 5041 Ford Parkway, Bessemer, Alabama 35021-1321.

7. Defendant APPLIANCE CONNECTION, INC. d/b/a AUTOMOTIVE CONNECTION is an Alabama domestic corporation with an address of 701 Graymont Avenue North, Birmingham, Alabama 35203 which may be served with process of this Court at the address of 701 Graymont Avenue North, Birmingham, Alabama 35203 upon its registered agent, Ralph Pearce.

8. Defendant D & R APPLIANCE CO., INC. d/b/a AUTOMOTIVE CONNECTION is an Alabama domestic corporation with an address of 154 West Valley Avenue, Birmingham, Alabama 35219 which may be served with process of this Court at the address of 154 West Valley Avenue, Birmingham, Alabama 35219 upon its registered agent, Ralph Pearce.

9. The Court has subject matter jurisdiction over the claims herein and has personal jurisdiction over the Defendants. The compensatory relief sought by the Plaintiff is subject to the jurisdiction of this Court. The damages suffered and sought to be recovered by the Plaintiff exceed the minimum jurisdictional amount of this Court, although the exact amount of damages caused to the Plaintiff cannot be precisely determined at this time.

10. Venue is proper in the Bessemer Division of the Circuit Court of Jefferson County, Alabama, because the causes of action herein accrued in part or whole in the Bessemer Division of Jefferson County, Alabama; the Defendants do business in the Bessemer Division of Jefferson County, Alabama; and the subject accident occurred in the Bessemer Division of Jefferson County, Alabama.

FACTUAL BACKGROUND

11. On October, 9, 2014 Haley Rebecca Ridlehoover was operating a 2002 Jeep Liberty (VIN: 1J4GK48K32W171499) (hereinafter, "Subject Vehicle") on Interstate 459, in the Bessemer Division of Jefferson County, Alabama.

12. The Plaintiff, KENNETH RAY SHOTTS, was the front-seat passenger.
13. As the vehicle was being driven on Interstate 459, the left rear tire (DOT: 4B08 DLWR 3601) (hereinafter, "Subject Tire") de-treaded and failed. The vehicle left the roadway and crashed.
14. As a result of the crash the Plaintiff was severely injured.
15. The Subject Tire was manufactured by Defendant GOODYEAR.
16. The Subject Vehicle was manufactured by Defendants CHRYSLER and FCA US LLC who equipped the vehicle with the Subject Tire.
17. On information and belief, two days before the accident the Subject Vehicle experienced a flat on the left rear tire. The Subject Tire was then placed into service, for the first time, in the left rear position.
18. On information and belief, the 2002 Subject Vehicle came equipped with the Subject Tire as the spare tire. The Subject Tire was manufactured by Defendant GOODYEAR in 2001 and was approximately thirteen years old at the time of the crash.
19. On information and belief, the vehicle was sold to the Riddlehoover family by Defendant TOWN AND COUNTRY FORD on or about June 24, 2011.
20. Prior to the sale, DEFENDANT TOWN AND COUNTRY FORD PELL CITY serviced the vehicle and replaced four tires, but not the ten-year old spare.
21. In 2005 Ford Motor Company, based on its tire research, adopted a six-year replacement policy for tires, regardless of tread wear, which includes spare tires.
22. On information and belief, in July 2014, Defendant APPLIANCE CONNECTION, INC. d/b/a AUTOMOTIVE CONNECTION and/or Defendant D & R APPLIANCE CO., INC. d/b/a

AUTOMOTIVE CONNECTION, replaced four tires on the Subject Vehicle but failed to replace the Subject Tire spare.

23. As a result of the crash, Plaintiff was paralyzed. Plaintiff suffered personal injuries and medical expenses, and damages in an amount to be determined at trial. The damages for Plaintiff include, but are not limited to the following, to wit:

- a. Past, present and future medical expenses,
- b. Past, present and future physical pain and suffering,
- c. Past, present and future mental anguish and emotional distress,
- d. Permanent disfigurement,
- e. Lost wages and loss of wage earning ability,
- f. Any other relief, which the Court or jury deems just or appropriate.

COUNT I - AGAINST GOODYEAR FOR NEGLIGENCE OR WANTONNESS

24. Plaintiff realleges and incorporates by reference the general allegations as set forth in paragraphs 1 through 23 above.

25. GOODYEAR had a duty to design, develop, manufacture, market, assemble, test, distribute and sell the subject tire in conformance with Alabama common law and statutes.

26. GOODYEAR negligently or wantonly breached its duty in the design, manufacture, marketing, assembly, testing, and sale of the tire in one or more of the following ways:

- a. By failing to design a tire with adequate and sufficient specifications, formulas and materials to maintain necessary adhesion for the full expected life of the tire under foreseeable operating conditions;
- b. By failing to design a tire with adequate robustness and margin of safety;

- c. By failing to use adequate construction methods;
- d. By failing to maintain adequate quality control during manufacture;
- e. By failing to prevent rubber and wire contamination during manufacture;
- f. By failing to construct tire to the designed specifications;
- g. By failing to adequately test and maintain complete test records;
- h. By failing to correct the weaknesses and defects revealed by testing;
- i. By failing to provide adequate and sufficient warnings and instructions about the risks and dangers presented by the tire and reasonable means to reduce such;
- j. By failing to place data and/or markings on the subject tire which indicated the date and year the subject tire was made;
- k. By failing to warn users, in a manner that would be readily communicated to users, of the necessity of removing excessively aged tires from use and/or warn of the dangers associated with the use of excessively aged tires;
- l. By designing, testing, manufacturing, inspecting and maintaining the tire in such a negligent manner that it was likely to suffer tread-belt separation even while being used under intended or foreseeable conditions;
- m. By failing to follow established industry standards;
- n. By failing to adequately warn ultimate users such as, and including, the Plaintiff, regarding the potential catastrophic risk and dangers associated with the tire; and
- o. By sale of the tire with the above described defects.

27. As a direct and proximate result of the foregoing, Plaintiff suffered permanent injuries and GOODYEAR is responsible for his damages as set forth below:

- a. Plaintiff has suffered and will continue to suffer physical pain and suffering, mental anguish and emotional distress in the past and will continue to suffer such losses in the future including, but not limited to permanent paralysis;
- b. Plaintiff has incurred and will incur medical expenses due to his injuries, suffering and permanent paralysis; and
- c. Plaintiff has also suffered loss of earning capacity in the future, loss of past earnings and other damages to be determined at trial.

WHEREFORE, plaintiff demands judgment against each of the defendants, both named and fictitious, jointly and severally, for both compensatory and punitive damages as a jury may assess after a fair and accurate consideration of the facts of this cause, together with interest from the date of injury, and the costs of this proceeding.

COUNT II - AGAINST GOODYEAR FOR AEMLD AND/OR STRICT LIABILITY

28. Plaintiff realleges and incorporates by reference the general allegations as set forth in paragraphs 1 through 27 above.

29. At all material times to this cause of action, GOODYEAR was engaged in the business of designing, developing, manufacturing, marketing, assembling, testing, distributing, selling and/or placing tires throughout the United States, including the State of Alabama, for use by certain members of the general public. GOODYEAR, during said period of time and for valuable consideration designed, developed, manufactured, marketed, assembled, tested, distributed, sold and/or placed in the stream of commerce the tire which is the subject of this cause of action.

30. At the aforesaid time and place, said tire was in substantially the same condition as when manufactured, sold and/or distributed, and was being used in a manner that was foreseeable. The

subject tire and its component parts were not reasonably safe when being used in a foreseeable manner, but, to the contrary, were defective and unreasonably dangerous to the human body. The subject tire was imminently or inherently dangerous, in that it was not fit for its ordinary use. Said defendant knew, or in the exercise of reasonable care should have known, that said subject tire and its component parts were imminently or inherently dangerous to the human body when being so used in a foreseeable manner.

31. At all material times, the subject tire was unreasonably dangerous and defective because:
 - a. GOODYEAR failed to design a tire with adequate and sufficient specifications, formulas and materials to maintain necessary adhesion for the full expected life of the tire under foreseeable operating conditions;
 - b. GOODYEAR failed to design a tire with adequate robustness and margin of safety;
 - c. GOODYEAR failed to use adequate construction methods;
 - d. GOODYEAR failed to maintain adequate quality control during manufacture;
 - e. GOODYEAR failed to prevent rubber and wire contamination during manufacture;
 - f. GOODYEAR failed to construct tire to the designed specifications;
 - g. GOODYEAR failed to adequately test and maintain complete test records;
 - h. GOODYEAR failed to correct the weaknesses and defects revealed by testing;
 - i. GOODYEAR failed to provide adequate and sufficient warnings and instructions about the risks and dangers presented by the tire and reasonable means to reduce such;

- j. GOODYEAR failed to place data and/or markings on the subject tire which indicated the date and year the subject tire was made;
 - k. GOODYEAR failed to warn users, in a manner that would be readily communicated to users, of the necessity of removing excessively aged tires from use and/or warn of the dangers associated with the use of excessively aged tires;
 - l. GOODYEAR designed, tested, manufactured, inspected and maintained the tire in such a negligent manner that it was likely to suffer tread-belt separation even while being used under intended or foreseeable conditions;
 - m. GOODYEAR failed to follow established industry standards;
 - n. GOODYEAR failed to adequately warn ultimate users such as, and including, the Plaintiff, regarding the potential catastrophic risk and dangers associated with the tire; and
 - o. GOODYEAR sold the tire with the above described defects.
32. These unreasonably dangerous defects were present in the tire when it was placed into the stream of commerce by GOODYEAR and the tire did not undergo material change or alteration up to and including the time of the aforementioned crash.
33. The foregoing wrongful conduct of GOODYEAR and fictitious party defendants 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 described above, was the proximate cause of Plaintiff's injuries and renders said defendants liable to Plaintiff pursuant to the Alabama Extended Manufacturer's Liability Doctrine and/or Strict Liability Doctrine.
34. As a direct and proximate result of the foregoing, Plaintiff suffered permanent injuries and GOODYEAR is responsible for his damages as set forth below:

- a. Plaintiff has suffered and will continue to suffer physical pain and suffering, mental anguish and emotional distress in the past and will continue to suffer such losses in the future including, but not limited to permanent paralysis;
- b. Plaintiff has incurred and will incur medical expenses due to his injuries, suffering and permanent paralysis; and
- c. Plaintiff has also suffered loss of earning capacity in the future, loss of past earnings and other damages to be determined at trial.

WHEREFORE, plaintiff demands judgment against each of the defendants, both named and fictitious, jointly and severally, for both compensatory and punitive damages as a jury may assess after a fair and accurate consideration of the facts of this cause, together with interest from the date of injury, and the costs of this proceeding.

COUNT III - AGAINST CHRYSLER AND FCA US LLC
FOR NEGLIGENCE OR WANTONNESS

35. Plaintiff realleges and incorporates by reference the general allegations as set forth in paragraphs 1 through 34 above.

36. CHRYSLER and FCA US LLC had a duty to design, develop, manufacture, market, assemble, test, distribute and sell the subject vehicle in conformance with Alabama common law and statutes.

37. CHRYSLER and FCA US LLC negligently or wantonly breached their duties regarding the subject vehicle in one or more of the following ways:

- a. Failing to adequately train and assist dealers in the dangers associated with the subject vehicle's use with aged tires;

- b. Failing to adequately train and assist dealers in the dangers associated with the use of aged tires on the subject vehicle;
- c. Failing to disclose known problems and defects of use of aged tires on the subject vehicle;
- d. Failing to meet or exceed internal corporate guidelines;
- e. Negligently designing the subject vehicle from a marketing standpoint when used with aged tires; and
- f. Failing to inform the consumer of information that CHRYSLER and FCA US LLC knew about dangers of sport utility vehicles used with aged tires, thus depriving consumers of the right to make a conscious and free choice.

38. As a direct and proximate result of the foregoing, Plaintiff suffered permanent injuries and CHRYSLER and FCA US LLC are responsible for his damages as set forth below:

- a. Plaintiff has suffered and will continue to suffer physical pain and suffering, mental anguish and emotional distress in the past and will continue to suffer such losses in the future including, but not limited to permanent paralysis;
- b. Plaintiff has incurred and will incur medical expenses due to his injuries, suffering and permanent paralysis; and
- c. Plaintiff has also suffered loss of earning capacity in the future, loss of past earnings and other damages to be determined at trial.

WHEREFORE, plaintiff demands judgment against each of the defendants, both named and fictitious, jointly and severally, for both compensatory and punitive damages as a jury may assess after a fair and accurate consideration of the facts of this cause, together with interest from the date of injury, and the costs of this proceeding.

COUNT IV - AGAINST CHRYSLER AND FCA US LLC
FOR AEMLD AND/OR STRICT LIABILITY

39. Plaintiff realleges and incorporates by reference the general allegations as set forth in paragraphs 1 through 38 above.

40. At all material times to this cause of action, CHRYSLER and FCA US LLC were engaged in the business of designing, developing, manufacturing, marketing, assembling, testing, distributing, selling and/or placing vehicles throughout the United States, including the State of Alabama, for use by certain members of the general public. CHRYSLER and FCA US LLC, during said period of time and for valuable consideration designed, developed, manufactured, marketed, assembled, tested, distributed, sold and/or placed in the stream of commerce the vehicle which is the subject of this cause of action.

41. At the aforesaid time and place, said vehicle was in substantially the same condition as when manufactured, sold and/or distributed, and was being used in a manner that was foreseeable. The subject vehicle and its component parts were not reasonably safe when being used in a foreseeable manner, but, to the contrary, were defective and unreasonably dangerous to the human body. The subject vehicle was imminently or inherently dangerous, in that it was not fit for its ordinary use. Said defendant knew, or in the exercise of reasonable care should have known, that said subject vehicle and its component parts were imminently or inherently dangerous to the human body when being so used in a foreseeable manner.

42. At all material times, the subject vehicle was unreasonably dangerous and defective because:

- a. CHRYSLER and FCA US LLC failed to adequately train and assist dealers in the dangers associated with the subject vehicle with aged tires;

- b. CHRYSLER and FCA US LLC failed to adequately train and assist dealers in the dangers associated with the use of aged tires on the subject vehicle;
- c. CHRYSLER and FCA US LLC failed to disclose known problems and defects of use of aged tires on the subject vehicle;
- d. CHRYSLER and FCA US LLC failed to meet or exceed internal corporate guidelines;
- e. CHRYSLER and FCA US LLC failed to inform the consumer of information that they knew about dangers of sport utility vehicles used with aged tires, thus depriving consumers of the right to make a conscious and free choice;
- f. CHRYSLER and FCA US LLC failed to give adequate and proper warnings and instructions regarding the dangers of use of aged tires with the subject vehicle, which failure rendered the vehicle defective and unreasonably dangerous; and
- g. CHRYSLER and FCA US LLC failed to properly market the vehicle in that they led consumers to believe the vehicle was a safe and stable vehicle if used with aged tires without providing necessary and adequate warnings and instructions about use of the subject vehicle with aged tires such that adequate warnings and instructions would have given the consumer adequate information so that an informed choice could have been made about purchasing the subject vehicle and subsequent use with aged tires.

43. These unreasonably dangerous defects were present in the vehicle when it was placed into the stream of commerce by CHRYSLER and FCA US LLC and the vehicle did not undergo material change or alteration up to and including the time of the aforementioned crash.

44. The foregoing wrongful conduct of CHRYSLER and FCA US LLC and fictitious party defendants 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 described above, was the proximate cause of Plaintiff's injuries and renders said defendants liable to Plaintiff pursuant to the Alabama Extended Manufacturer's Liability Doctrine and/or Strict Liability Doctrine.

45. As a direct and proximate result of the foregoing, Plaintiff suffered permanent injuries and CHRYSLER and FCA US LLC are responsible for his damages as set forth below;

- a. Plaintiff has suffered and will continue to suffer physical pain and suffering, mental anguish and emotional distress in the past and will continue to suffer such losses in the future including, but not limited to permanent paralysis;
- b. Plaintiff has incurred and will incur medical expenses due to his injuries, suffering and permanent paralysis; and
- c. Plaintiff has also suffered loss of earning capacity in the future, loss of past earnings and other damages to be determined at trial.

WHEREFORE, plaintiff demands judgment against each of the defendants, both named and fictitious, jointly and severally, for both compensatory and punitive damages as a jury may assess after a fair and accurate consideration of the facts of this cause, together with interest from the date of injury, and the costs of this proceeding.

COUNT V - AGAINST TOWN & COUNTRY FORD
FOR NEGLIGENCE OR WANTONNESS

46. Plaintiff realleges and incorporates by reference the general allegations as set forth in paragraphs 1 through 45 above.

47. Defendant TOWN & COUNTRY FORD negligently or wantonly:

- a. Failed to warn intended users of the age of the tire when it performed service upon the subject tire and/or vehicle;
- b. Failed to warn intended users of the necessity of removing the aged tire from service; and/or
- c. Failed to warn intended users of the dangers associated with the use of excessively aged tires.

48. Defendant TOWN & COUNTRY FORD knew or should have known that a tire manufactured in 2001 would be substantially less durable and more susceptible to failure by tread separation, than when new.

49. As a result of the passage of thirteen (13) years of time from the date of manufacture, the tire degraded and its durability and resistance to tread separation was reduced, and became a substantial contributing factor to the tread separation.

50. At the time Defendant TOWN & COUNTRY FORD serviced the Subject Vehicle, the Defendant knew or should have known that the Subject Tire was defective or in a dangerous condition and that because it was in such a condition that failure was imminent as a result of the excessive age of the Subject Tire resulting in degradation overall and degradation of its durability and resistance to tread separation, and becoming a substantial contributing factor to the tread separation that occurred as described herein. Defendant TOWN & COUNTRY FORD knew or should have known that these conditions constituted defects or dangers that posed an unreasonable risk of harm to users, including Plaintiff, during ordinary and foreseeable driving maneuvers.

51. Defendant TOWN & COUNTRY FORD owed a duty to Plaintiff to inspect the condition of the Subject Tire for defects and dangerous conditions, such as its excessive age that Defendant

TOWN & COUNTRY FORD could have discovered through the exercise of reasonable care, and to scrap and replace the Subject Tire, or to warn of the defect and dangers that existed while operating the vehicle with a tire that was defective and in a dangerous condition due to its excessive age.

52. At the time Defendant TOWN & COUNTRY FORD serviced the Subject Vehicle, the Defendant knew or should have known, that the Subject Tire required replacement, because it was in a condition such that separation of the tread was imminent, and Defendant TOWN & COUNTRY FORD knew or should have known that these conditions constituted defects or dangers that posed an unreasonable risk of harm to users, including Plaintiff, during ordinary and foreseeable driving maneuvers.

53. Defendant TOWN & COUNTRY FORD, at the times relevant thereto, negligently or wantonly serviced and repaired the Subject Vehicle and the Subject Tire and was further negligent or wanton in failing to service the Subject Vehicle by replacing said defective Tire.

54. As a direct and proximate result of the foregoing, Plaintiff suffered permanent injuries and TOWN & COUNTRY FORD is responsible for his damages as set forth below:

- a. Plaintiff has suffered and will continue to suffer physical pain and suffering, mental anguish and emotional distress in the past and will continue to suffer such losses in the future including, but not limited to permanent paralysis;
- b. Plaintiff has incurred and will incur medical expenses due to his injuries, suffering and permanent paralysis; and
- c. Plaintiff has also suffered loss of earning capacity in the future, loss of past earnings and other damages to be determined at trial.

WHEREFORE, plaintiff demands judgment against each of the defendants, both named and fictitious, jointly and severally, for both compensatory and punitive damages as a jury may assess after a fair and accurate consideration of the facts of this cause, together with interest from the date of injury, and the costs of this proceeding.

COUNT VI - AGAINST TOWN & COUNTRY FORD PELL CITY
FOR NEGLIGENCE OR WANTONNESS

55. Plaintiff realleges and incorporates by reference the general allegations as set forth in paragraphs 1 through 54 above.

56. Defendant TOWN & COUNTRY FORD PELL CITY negligently or wantonly:

- a. Failed to warn intended users of the age of the tire when it performed service upon the subject tire and/or vehicle;
- b. Failed to warn intended users of the necessity of removing the aged tire from service; and/or
- c. Failed to warn intended users of the dangers associated with the use of excessively aged tires.

57. Defendant TOWN & COUNTRY FORD PELL CITY knew or should have known that a tire manufactured in 2001 would be substantially less durable and more susceptible to failure by tread separation, than when new.

58. As a result of the passage of thirteen (13) years of time from the date of manufacture, the tire degraded and its durability and resistance to tread separation was reduced, and became a substantial contributing factor to the tread separation.

59. At the time Defendant TOWN & COUNTRY FORD PELL CITY serviced the Subject Vehicle, the Defendant knew or should have known that the Subject Tire was defective or in a

dangerous condition and that because it was in such a condition that failure was imminent as a result of the excessive age of the Subject Tire resulting in degradation overall and degradation of its durability and resistance to tread separation, and becoming a substantial contributing factor to the tread separation that occurred as described herein. Defendant TOWN & COUNTRY FORD PELL CITY knew or should have known that these conditions constituted defects or dangers that posed an unreasonable risk of harm to users, including Plaintiff, during ordinary and foreseeable driving maneuvers.

60. Defendant TOWN & COUNTRY FORD PELL CITY owed a duty to Plaintiff to inspect the condition of the Subject Tire for defects and dangerous conditions, such as its excessive age that Defendant TOWN & COUNTRY FORD PELL CITY could have discovered through the exercise of reasonable care, and to scrap and replace the Subject Tire, or to warn of the defect and dangers that existed while operating the vehicle with a tire that was defective and in a dangerous condition due to its excessive age.

61. At the time Defendant TOWN & COUNTRY FORD PELL CITY serviced the Subject Vehicle, the Defendant knew or should have known, that the Subject Tire required replacement, because it was in a condition such that separation of the tread was imminent, and Defendant TOWN & COUNTRY FORD PELL CITY knew or should have known that these conditions constituted defects or dangers that posed an unreasonable risk of harm to users, including Plaintiff, during ordinary and foreseeable driving maneuvers.

62. Defendant TOWN & COUNTRY FORD PELL CITY, at the times relevant thereto, negligently or wantonly serviced and repaired the Subject Vehicle and the Subject Tire and was further negligent or wanton in failing to service the Subject Vehicle by replacing said defective Tire.

63. As a direct and proximate result of the foregoing, Plaintiff suffered permanent injuries and TOWN & COUNTRY FORD PELL CITY is responsible for his damages as set forth below:

- a. Plaintiff has suffered and will continue to suffer physical pain and suffering, mental anguish and emotional distress in the past and will continue to suffer such losses in the future including, but not limited to permanent paralysis;
- b. Plaintiff has incurred and will incur medical expenses due to his injuries, suffering and permanent paralysis; and
- c. Plaintiff has also suffered loss of earning capacity in the future, loss of past earnings and other damages to be determined at trial.

WHEREFORE, plaintiff demands judgment against each of the defendants, both named and fictitious, jointly and severally, for both compensatory and punitive damages as a jury may assess after a fair and accurate consideration of the facts of this cause, together with interest from the date of injury, and the costs of this proceeding.

COUNT VII - AGAINST APPLIANCE CONNECTION, INC. D/B/A AUTOMOTIVE CONNECTION FOR NEGLIGENCE OR WANTONNESS

64. Plaintiff realleges and incorporates by reference the general allegations as set forth in paragraphs 1 through 63 above.

65. Defendant APPLIANCE CONNECTION, INC. d/b/a AUTOMOTIVE CONNECTION negligently or wantonly:

- a. Failed to warn intended users of the age of the tire when it performed service upon the subject tire and/or vehicle;
- b. Failed to warn intended users of the necessity of removing the aged tire from service; and/or

- c. Failed to warn intended users of the dangers associated with the use of excessively aged tires.

66. Defendant APPLIANCE CONNECTION, INC. d/b/a AUTOMOTIVE CONNECTION knew or should have known that a tire manufactured in 2001 would be substantially less durable and more susceptible to failure by tread separation, than when new.

67. As a result of the passage of more than thirteen (13) years of time from the date of manufacture, the tire degraded and its durability and resistance to tread separation was reduced, and became a substantial contributing factor to the tread separation.

68. At the time Defendant APPLIANCE CONNECTION, INC. d/b/a AUTOMOTIVE CONNECTION serviced the Subject Vehicle, the Defendant knew or should have known that the Subject Tire was defective or in a dangerous condition and that because it was in such a condition that failure was imminent as a result of the excessive age of the Subject Tire resulting in degradation overall and degradation of its durability and resistance to tread separation, and becoming a substantial contributing factor to the tread separation that occurred as described herein. Defendant APPLIANCE CONNECTION, INC. d/b/a AUTOMOTIVE CONNECTION knew or should have known that these conditions constituted defects or dangers that posed an unreasonable risk of harm to users, including Plaintiff, during ordinary and foreseeable driving maneuvers.

69. Defendant APPLIANCE CONNECTION, INC. d/b/a AUTOMOTIVE CONNECTION owed a duty to Plaintiff to inspect the condition of the Subject Tire for defects and dangerous conditions, such as its excessive age that Defendant APPLIANCE CONNECTION, INC. d/b/a AUTOMOTIVE CONNECTION could have discovered through the exercise of reasonable care, and to scrap and replace the Subject Tire, or to warn of the defect and dangers that existed while

operating the vehicle with a tire that was defective and in a dangerous condition due to its excessive age.

70. At the time Defendant APPLIANCE CONNECTION, INC. d/b/a AUTOMOTIVE CONNECTION serviced the Subject Vehicle, the Defendant knew or should have known, that the Subject Tire required replacement, because it was in a condition such that separation of the tread was imminent, and Defendant APPLIANCE CONNECTION, INC. d/b/a AUTOMOTIVE CONNECTION knew or should have known that these conditions constituted defects or dangers that posed an unreasonable risk of harm to users, including Plaintiff, during ordinary and foreseeable driving maneuvers.

71. Defendant APPLIANCE CONNECTION, INC. d/b/a AUTOMOTIVE CONNECTION, at the times relevant thereto, negligently or wantonly serviced and repaired the Subject Vehicle and the Subject Tire and was further negligent or wanton in failing to service the Subject Vehicle by replacing said defective Tire.

72. As a direct and proximate result of the foregoing, Plaintiff suffered permanent injuries and APPLIANCE CONNECTION, INC. d/b/a AUTOMOTIVE CONNECTION is responsible for his damages as set forth below:

- a. Plaintiff has suffered and will continue to suffer physical pain and suffering, mental anguish and emotional distress in the past and will continue to suffer such losses in the future including, but not limited to permanent paralysis;
- b. Plaintiff has incurred and will incur expenses due to his injuries, suffering and permanent paralysis; and
- c. Plaintiff has also suffered loss of earning capacity in the future, loss of past earnings and other damages to be determined at trial.

WHEREFORE, plaintiff demands judgment against each of the defendants, both named and fictitious, jointly and severally, for both compensatory and punitive damages as a jury may assess after a fair and accurate consideration of the facts of this cause, together with interest from the date of injury, and the costs of this proceeding.

COUNT VIII - AGAINST D & R APPLIANCE CO., INC. D/B/A AUTOMOTIVE CONNECTION FOR NEGLIGENCE OR WANTONNESS

73. Plaintiff realleges and incorporates by reference the general allegations as set forth in paragraphs 1 through 72 above.

74. Defendant D & R APPLIANCE CO., INC. d/b/a AUTOMOTIVE CONNECTION negligently or wantonly:

- a. Failed to warn intended users of the age of the tire when it performed service upon the subject tire and/or vehicle;
- b. Failed to warn intended users of the necessity of removing the aged tire from service; and/or
- c. Failed to warn intended users of the dangers associated with the use of excessively aged tires.

75. Defendant D & R APPLIANCE CO., INC. d/b/a AUTOMOTIVE CONNECTION knew or should have known that a tire manufactured in 2001 would be substantially less durable and more susceptible to failure by tread separation, than when new.

76. As a result of the passage of more than thirteen (13) years of time from the date of manufacture, the tire degraded and its durability and resistance to tread separation was reduced, and became a substantial contributing factor to the tread separation.

77. At the time Defendant D & R APPLIANCE CO., INC. d/b/a AUTOMOTIVE CONNECTION serviced the Subject Vehicle, the Defendant knew or should have known that the Subject Tire was defective or in a dangerous condition and that because it was in such a condition that failure was imminent as a result of the excessive age of the Subject Tire resulting in degradation overall and degradation of its durability and resistance to tread separation, and becoming a substantial contributing factor to the tread separation that occurred as described herein. Defendant D & R APPLIANCE CO., INC. d/b/a AUTOMOTIVE CONNECTION knew or should have known that these conditions constituted defects or dangers that posed an unreasonable risk of harm to users, including Plaintiff, during ordinary and foreseeable driving maneuvers.

78. Defendant D & R APPLIANCE CO., INC. d/b/a AUTOMOTIVE CONNECTION owed a duty to Plaintiff to inspect the condition of the Subject Tire for defects and dangerous conditions, such as its excessive age that Defendant D & R APPLIANCE CO., INC. d/b/a AUTOMOTIVE CONNECTION could have discovered through the exercise of reasonable care, and to scrap and replace the Subject Tire, or to warn of the defect and dangers that existed while operating the vehicle with a tire that was defective and in a dangerous condition due to its excessive age.

79. At the time Defendant D & R APPLIANCE CO., INC. d/b/a AUTOMOTIVE CONNECTION serviced the Subject Vehicle, the Defendant knew or should have known, that the Subject Tire required replacement, because it was in a condition such that separation of the tread was imminent, and Defendant D & R APPLIANCE CO., INC. d/b/a AUTOMOTIVE CONNECTION knew or should have known that these conditions constituted defects or dangers that posed an unreasonable risk of harm to users, including Plaintiff, during ordinary and foreseeable driving maneuvers.

80. Defendant D & R APPLIANCE CO., INC. d/b/a AUTOMOTIVE CONNECTION, at the times relevant thereto, negligently or wantonly serviced and repaired the Subject Vehicle and the Subject Tire and was further negligent or wanton in failing to service the Subject Vehicle by replacing said defective Tire.

81. As a direct and proximate result of the foregoing, Plaintiff suffered permanent injuries and D & R APPLIANCE CO., INC. d/b/a AUTOMOTIVE CONNECTION is responsible for his damages as set forth below:

- a. Plaintiff has suffered and will continue to suffer physical pain and suffering, mental anguish and emotional distress in the past and will continue to suffer such losses in the future including, but not limited to permanent paralysis;
- b. Plaintiff has incurred and will incur medical expenses due to his injuries, suffering and permanent paralysis; and
- c. Plaintiff has also suffered loss of earning capacity in the future, loss of past earnings and other damages to be determined at trial.

WHEREFORE, plaintiff demands judgment against each of the defendants, both named and fictitious, jointly and severally, for both compensatory and punitive damages as a jury may assess after a fair and accurate consideration of the facts of this cause, together with interest from the date of injury, and the costs of this proceeding.

COUNT IX – AGAINST FICTITIOUS PARTIES

82. Plaintiff realleges and incorporates by reference the general allegations as set forth in paragraphs 1 through 81 above.

83. Defendants numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20,

whose more correct names and identities are unknown to Plaintiff, but who will be correctly named and identified when ascertained, are the respective entities who or which fit the descriptions above.

84. Plaintiff alleges that Plaintiff's injuries and damages were a proximate consequence of the negligent, wanton, and/or wrongful conduct, breach of contract, breach of warranty, and/or violation of the Alabama Extended Manufacturer's Liability Doctrine and/or Strict Liability Doctrine of the defendants, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 whose wrongful, negligent, and/or wanton conduct, breach of contract, breach of warranty, and/or violation of the Alabama Extended Manufacturer's Liability Doctrine and/or Strict Liability Doctrine, combined and concurred, to cause injuries and damages to the Plaintiff.

WHEREFORE, plaintiff demands judgment against each of the defendants, both named and fictitious, jointly and severally, for both compensatory and punitive damages as a jury may assess after a fair and accurate consideration of the facts of this cause, together with interest from the date of injury, and the costs of this proceeding.

DEMAND FOR RELIEF

WHEREFORE, PREMISES CONSIDERED, the Plaintiff respectfully demands a trial by jury and final judgment and relief on all causes of action as follows:

1. a verdict in his favor on the causes of action stated herein;
2. an award of compensatory and punitive damages; and
3. granting such other or further relief as may be appropriate.

Respectfully submitted,

s/Leigh King Forstman
Leigh King Forstman (KIN035)
Attorney for Plaintiff

OF COUNSEL:

Pittman, Dutton & Hellums, P.C.
2001 Park Place North, Suite 1100
Birmingham, Alabama 35203
205.322.8880 (phone)
205.328.2711 (facsimile)

s/Wayne Morse
Wayne Morse
Attorney for Plaintiff

OF COUNSEL:

WALDREP, STEWART & KENDRICK, LLC
2323 2nd Avenue North
Birmingham, Alabama 35203
205.327.8325 (phone)
205.324.3802 (facsimile)

OF COUNSEL:

John L. Davidson
Davidson Bowie, PLLC
2506 Lakeland Drive, Suite 501
Flowood, Mississippi 39232
601.932.0028 (phone)
601.932.0115 (facsimile)
Pro Hac Vice to be applied for

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by struck jury on all issues in this case.

s/Leigh King Forstman
OF COUNSEL

REQUEST FOR CERTIFIED MAIL SERVICE BY CLERK

Plaintiff hereby requests that the clerk serve the defendants by certified mail, return receipt requested.

s/Leigh King Forstman

OF COUNSEL

PLAINTIFF'S ADDRESS:

KENNETH RAY SHOTTS
12205 Olde South Lane
McCalla, Alabama 35111

PLEASE SERVE DEFENDANTS VIA CERTIFIED MAIL AS FOLLOWS:

GOODYEAR TIRE & RUBBER COMPANY
c/o CSC Lawyers Incorporating Svc Inc.
150 South Perry Street
Montgomery, Alabama 36104

CHRYSLER GROUP, LLC
c/o CT Corporation System
2 North Jackson Street, Suite 605
Montgomery, Alabama 36104

FCA US LLC, FORMERLY CHRYSLER GROUP, LLC
c/o CT Corporation System
2 North Jackson Street, Suite 605
Montgomery, Alabama 36104

TOWN & COUNTRY FORD, L.L.C.
c/o Steven D. Watts
5041 Ford Parkway
Bessemer, Alabama 35021-1321

TOWN & COUNTRY FORD PELL CITY, L.L.C.
c/o Steven D. Watts
5041 Ford Parkway
Bessemer, Alabama 35021-1321

APPLIANCE CONNECTION, INC.
d/b/a AUTOMOTIVE CONNECTION
c/o Ralph Pearce
701 Graymont Avenue North
Birmingham, Alabama 35203

D & R APPLIANCE CO., INC. d/b/a
AUTOMOTIVE CONNECTION
c/o Ralph Pearce
154 West Valley Avenue
Birmingham, Alabama 35219