

IN THE CIRCUIT COURT OF DESOTO COUNTY, MISSISSIPPI

ETHAN BRYANT, A MINOR, BY HIS
NATURAL FATHER, NATURAL GUARDIAN
AND NEXT FRIEND, CAREY BRYANT,
AND KATERI AND CAREY BRYANT

PLAINTIFFS

VS.

CAUSE NO. _____

CHAD McCARTY,
EVERYTHING WHOLESALE, LLC,
APAC-TENNESSEE, INC.,
MEMPHIS STONE & GRAVEL COMPANY,
AND JOHN DOES 1-5

DEFENDANTS

COMPLAINT

Come now the Plaintiffs, Ethan Bryant, a minor, by and through his natural guardian, natural father and next friend, Carey Bryant, and Kateri Bryant and Carey Bryant individually, and for cause of action against the Defendants, Chad McCarty, Everything Wholesale, LLC, APAC-Tennessee, Inc., Memphis Stone & Gravel Company, and John Does 1-5, and do state as follows, to-wit:

PARTIES

1.

Plaintiff, Ethan Bryant, is a minor, age sixteen, who is the son of Plaintiffs Carey Bryant and Kateri Bryant and who resides with his parents in the State of Mississippi at 1365 Fountain Gate Drive West, Hernando, Mississippi 38632. Plaintiffs Carey and Kateri Bryant are adult resident citizens of the State of Mississippi who reside at 1365 Fountain Gate Drive West, Hernando, Mississippi 38632.

2.

The Defendant, Chad McCarty [hereinafter referred to as “McCarty”], is an adult resident citizen of the State of Mississippi, who resides at 3880 Warrington Street, Horn Lake, Mississippi, where he may be served with process in this matter pursuant to the Mississippi Rules of Civil Procedure.

3.

The Defendant, Everything Wholesale, LLC (also known to do business as “Diesel Construction”), is a foreign corporation organized and existing under the laws of the State of Tennessee and doing business in the State of Mississippi. Defendant Everything Wholesale, LLC’s (hereinafter referred to as “Wholesale”) registered agent for process is Corporation Service Company, 2908 Poston Avenue, Nashville, Tennessee, where said Defendant may be served with process in this matter pursuant to the Mississippi Rules of Civil Procedure. While the Defendant Wholesale is not registered to do business in Mississippi, said Defendant has done business in the state, entered into contracts in Mississippi, and has committed a tort in whole or in part in the State of Mississippi. Furthermore, the collision giving rise to this action occurred while said Defendant was using the roads in the State of Mississippi such that the Defendant is in effect a non-resident motorist and may be alternatively served with process via the Mississippi Secretary of State’s Office pursuant to §13-3-63 of the Mississippi Code Annotated (2002).

4.

Defendant, APAC-Tennessee, is a foreign corporation created pursuant to the laws of the State of Delaware and registered to do business in the State of Mississippi. The principal office for the Defendant APAC-Tennessee (hereinafter referred to as “APAC”) is 226 Gill Street, Alcoa, Tennessee. The registered agent for process for the Defendant APAC is CT Corporation

System, 645 Lakeland East Drive, Suite 101, Flowood, Mississippi, where it may be served with process in this matter pursuant to the Mississippi Rules of Civil Procedure.

5.

Defendant, Memphis Stone & Gravel Corporation (hereinafter referred to as “Memphis Stone”), is a foreign corporation created pursuant to the laws of the State of Tennessee and registered to do business in the State of Mississippi. The principal office for the Defendant Memphis Stone is 1111 Wilson Street, Memphis, Tennessee. The registered agent for process for the Defendant Memphis Stone is Joe Welch, 570 CR 233, P.O. Box 9, Tillatoba, Mississippi, where it may be may be served with process in this matter pursuant to the Mississippi Rules of Civil Procedure.

6.

Defendants, John Does 1-5, are unknown entities who may have been involved in the circumstances giving rise to this cause of action. At all relevant times, John Does 1-5 personally participated in the commission of the wrongful and tortious conduct alleged herein. Plaintiffs expressly incorporate the John Doe Defendants into each of the allegations set out herein, and where the term “Defendant” is used, this term expressly includes the John Doe Defendants 1-5.

7.

At the time of the collision giving rise to this suit, and at all times alleged herein, the Defendant McCarty was operating a gravel truck owned or operated by the Defendant Wholesale, and leased or otherwise contracted to the Defendant APAC and was in the course and scope of his employment with the Defendants, APAC and Wholesale. All acts of negligence on the part of the driver McCarty are imputed by operation of the laws of agency to the Defendants, Wholesale and APAC.

JURISDICTION AND VENUE

8.

This is a case for damages for personal injuries suffered by the Plaintiff, Ethan Bryant, in a gravel truck collision which occurred on August 3, 2006, on Goodman Road in Desoto County, Mississippi. At the time of said collision, and at the time of the negligence of the Defendants as alleged herein, the Defendant McCarty was operating a gravel truck on behalf of the Defendants, Wholesale and APAC, on the streets and highways of the State of Mississippi in Desoto County, Mississippi. Defendant Memphis Stone operates multiple gravel/sand pits in North Mississippi, and in the instant case was responsible for overloading the Defendant McCarty's gravel truck while at Memphis Stone's gravel pit in Desoto County, Mississippi. Based upon the foregoing, the Defendants in this matter have submitted themselves to the jurisdiction of this Court in this action. Both jurisdiction and venue are proper in this Court. The Defendant McCarty and the Plaintiffs in this action are citizens of the State of Mississippi and, therefore, diversity is lacking such that this case is not subject to removal to Federal Court.

FACTS

9.

The gravel truck involved in the collision that severely injured Ethan Bryant and killed the passenger, Patrick Taylor, was owned by the Defendant, Wholesale, and driven by the Defendant, Chad McCarty. At the time of the events giving rise to this action, the Defendants, McCarty and Wholesale, had entered into a contract of employment and/or a lease agreement with the Defendant, APAC-Tennessee, Inc., whereby the Defendants, McCarty and Wholesale, agreed to transport sand, aggregate and/or gravel from Memphis Stone & Gravel to a construction site operated by APAC located across the state line in Memphis, Tennessee.

The terms of this contract called for the Defendant APAC to pay the Defendants, McCarty and Wholesale, by the load, based upon the total weight of each load which Defendant McCarty could deliver. This agreement by APAC created a negative and dangerous incentive on the part of the Defendants, McCarty and Wholesale, to load as much weight as possible for each trip, and to make each trip to and from APAC's construction site as fast as possible. Upon beginning work pursuant to the contract, the Defendant McCarty initiated a course of conduct whereby he found the fastest route to and from the Memphis Stone gravel pit to the APAC construction site; intentionally and knowingly allowed Memphis Stone & Gravel to overload his vehicle such that it exceeded the maximum weight allowed by the State of Mississippi; and drove his vehicle at unsafe speeds in an attempt to transport as much sand/gravel to APAC as many times as possible so as to maximize profits for himself, APAC and Wholesale. In order to maximize his profits, Defendant McCarty used routes which were not approved for gravel truck traffic, and further were located in areas of high traffic such that the Defendants placed the motoring public, and specifically, the Plaintiff Ethan Bryant and his passenger and friend Patrick Taylor at risk of death or serious injury. This risk of death and serious injury was further increased due to the fact that the Defendants APAC, Wholesale and McCarty had failed to maintain the brakes on the gravel truck, and allowed the gravel truck to be driven with a blown tire on the middle axle of the truck.

11.

At all times, the Defendant APAC was aware of the total weight of each load transported by the Defendant McCarty, and further was aware of the speed and number of trips which the Defendant McCarty was making while transporting sand to and from Memphis Stone & Gravel's Desoto County location to APAC's construction site. In fact, the Defendant APAC profited from, encouraged and condoned this dangerous conduct in that it directly benefitted from the conduct of the Defendant McCarty, and other gravel transporters, as it was able to conduct construction operations without interruption. Further, the Defendant APAC failed to properly inspect, control and maintain the McCarty/Wholesale gravel truck and knew, or should have known, that the truck did not have the appropriate equipment on it necessary to safely and effectively transport materials on public roads.

12.

Defendant Memphis Stone & Gravel was responsible for loading the Defendant McCarty's gravel truck on the morning of August 3, 2006. The Defendant Memphis Stone & Gravel was paid by the pound for goods it loaded on gravel trucks like the one driven by the Defendant McCarty. Therefore, the more sand and/or gravel which it could load on a truck, the more it made in profits. Over the course of the contract which Defendants McCarty and Wholesale had with APAC, the Defendant Memphis Stone & Gravel continuously overloaded the McCarty gravel truck by thousands of pounds for its own profit and benefit. Further, the Defendant Memphis Stone & Gravel had continuously loaded and allowed the Defendant McCarty (and thereby the Defendants, APAC and Wholesale) to operate the gravel truck in an unsafe condition when it was apparent that the vehicle was not in safe operable condition.

13.

As a result, the egregious conduct of the Defendants centered around the incentive it created to profit from transport of as many loads as possible with as much weight as possible, put into motion a series of events that led to the serious, life threatening and permanently disabling injuries sustained by the Plaintiff, Ethan Bryant.

14.

In the early morning hours of August 3, 2006, the Defendant Chad McCarty drove a 1985 Ford gravel truck to the Pleasant Hill gravel pit owned and operated by the Defendant Memphis Stone & Gravel, located in Desoto County, Mississippi. At the time the truck entered the Memphis Stone premises, the gravel truck had only one functional brake, and had a blown tire on the middle axle of the four axle truck. The middle axle was raised, meaning it was not contacting the roadway, otherwise bearing weight, or assisting in the braking of the vehicle.

15.

Defendant Memphis Stone & Gravel proceeded to load sand into the McCarty truck until the truck was overloaded in excess of twenty thousand pounds in violation of State law. Defendant Memphis Stone & Gravel knew it had overloaded the vehicle as it weighed the vehicle and presented the Defendant McCarty with a ticket showing the weight of the vehicle. Despite the knowledge that the vehicle was dangerously overweight in violation of Mississippi Law, Defendant Memphis Stone & Gravel allowed the Defendant McCarty to leave the premises.

16.

McCarty drove the Defendants' truck from the Memphis Stone & Gravel location towards the APAC construction site. The route which McCarty took was not approved for truck transport traffic. Despite this, the Defendant McCarty proceeded north, ultimately turning his

vehicle onto Goodman Road, heading east. As the APAC/Wholesale vehicle entered Goodman Road, the Defendant McCarty began to accelerate to a speed which was an unsafe speed in light of the fact that he knew said vehicle was dangerously overweight and lacked fully functioning brakes. Despite these facts, the Defendant McCarty continued east on Goodman Road at speeds in excess of that allowed by Mississippi Law in light of the conditions and circumstances.

17.

As the Defendant McCarty approached the intersection of Malone and Goodman Road, the traffic light which controlled the intersection changed from green to red, requiring all traffic moving east/west on Goodman Road, including Defendant McCarty, to stop and giving the right of way to traffic moving north/south on Malone Road.

18.

As the APAC/Wholesale gravel truck approached the intersection, the Plaintiff, Ethan Bryant, was entering the intersection in his 1997 Dodge Ram pickup. Driving his vehicle in a safe and prudent fashion in accordance with the laws of the State of Mississippi, Ethan Bryant was headed north on Malone Road. Prior to Ethan entering the intersection, the traffic light had gone from red to green in his favor, indicating that traffic in the north bound lane of Malone was free to proceed through the intersection. Accordingly, Ethan Bryant had the right of way, and fully expected traffic moving east and west on Goodman Road to obey the traffic light and come to a halt. Due to the excessive weight, the speed of the gravel truck, the inadequate brakes, and the inattention of its driver, the APAC/Wholesale gravel truck was unable to come to a halt, and ran the red light.

19.

The Plaintiff, Ethan Bryant, was struck suddenly and violently in the Malone and Goodman intersection by the out of control APAC/Wholesale gravel truck as it ran the red light. The impact was so forceful that the Bryant vehicle was knocked from the roadway, coming to rest on the northeast side of the intersection. As a result of the tremendous impact, the passenger in the Ethan Bryant's vehicle, Patrick Taylor, was killed. The Plaintiff, Ethan Bryant, sustained massive and traumatic injuries which were life threatening and required airlift to The Med in Memphis, Tennessee.

CAUSES OF ACTION

20.

That the injuries sustained by Ethan Bryant were the result of the negligence of the Defendant McCarty, and thereby the Defendant Wholesale and APAC who are liable under the doctrines of agency and respondeat superior for said injuries, damages and losses. Defendant McCarty, operating the gravel truck owned by the Defendant Wholesale, LLC and contracted and operating for the express benefit of the Defendant APAC, was negligent in the operation of said gravel truck, in the following respects, among others, to-wit:

- (a) In negligently and/or intentionally operating said gravel truck at a speed that was excessive for the existing circumstances and conditions at the time and place of said accident;
- (b) In negligently failing to stop his vehicle as required by the traffic control signal at the intersection of Goodman Road and Malone Road pursuant to §63-3-309 of the Mississippi Code of 1972, Annotated, as amended. Violation of this statute constitutes *negligence per se*;
- (c) In negligently failing to maintain proper control of the gravel truck and negligently causing or allowing said vehicle to strike the Plaintiff, Ethan Bryant's

vehicle;

- (d) In negligently failing to maintain a proper lookout while operating the gravel truck while on Goodman Road and specifically failing to keep a proper lookout for the Plaintiff Ethan Bryant's pickup which had the right of way to proceed through the intersection of Goodman Road and Malone Road;
- (e) In knowingly or negligently allowing the Wholesale/APAC gravel truck to be overloaded in violation of §§63-5-27, 29, 31, 33, 34 and 39 of the Mississippi Code Annotated and in continuing to operate said gravel truck on the streets and highways of Mississippi when it was unsafe to do so. Violation of this statute constitutes *negligence per se*;
- (f) In failing to yield the right of way to the Bryant vehicle in violation of §63-3-801 of the Mississippi Code, Annotated, as the Bryant vehicle had already entered the intersection as the Defendant truck approached the intersection of Malone and Goodman Road. Violation of this statute constitutes *negligence per se*;
- (g) In knowingly or negligently operating the Wholesale/APAC gravel truck when it was not properly equipped with brakes or other equipment sufficient to stop the gravel truck within a reasonably safe distance in violation of §63-13-3, §63-7-51 and §63-7-53 of the Mississippi Code Annotated and §396.3 of the Federal Motor Carrier Safety Regulations. Violation of these statutes/regulations constitutes *negligence per se*;
- (h) In driving his vehicle in a fatigued state;
- (i) In failing to adequately rest and take breaks while driving his vehicle as required by state and federal regulations; and
- (j) In otherwise negligently operating the Wholesale/APAC gravel truck in such a manner as to cause or allow it to lose control and strike the side of the Bryant truck, thereby forcing it from the roadway and causing serious injury to the Plaintiff.

21.

The Defendant Everything Wholesale, LLC is responsible for the negligent acts of the Defendant, McCarty, via the doctrines of Respondeat Superior, Master and Servant and Agency. As such, the Defendant Wholesale is responsible for the damages sustained by the Plaintiffs in this case.

22.

Defendant APAC is also responsible for the actions of the Defendant McCarty under the doctrines of Respondeat Superior, Master and Servant, Agency, Borrowed Servant and for reasons of Public Policy. As such, the Defendant APAC is responsible for the damages sustained by the Plaintiffs in this case.

23.

- (a) The Defendant Everything Wholesale, LLC is also responsible for the wreck and subsequent injury to the Plaintiffs through its own negligence in the following respects, to wit: In failing to adequately investigate the background of the Defendant McCarty to insure he was a safe, capable and qualified driver;
- (b) In failing to adequately and properly train the Defendant McCarty in the proper manner of handling the gravel truck;
- (c) In failing to adequately supervise, monitor and/or control the Defendant McCarty;
- (d) In failing to terminate the Defendant McCarty after Wholesale was aware, or should have been aware, of the risk the Defendant McCarty posed to the motoring public;
- (e) In failing to properly inspect, equip and repair the gravel truck involved in the collision and to otherwise operate the Wholesale vehicle in a safe and reasonable manner;
- (f) In failing to have proper safety management procedures or control in place to ensure that equipment used by Wholesale was in safe working condition;
- (g) In allowing the Defendant McCarty to drive the Wholesale/APAC truck for long periods of time without requiring him to take mandatory rest breaks to insure the Defendant McCarty was not fatigued or in otherwise knowingly allowing the Defendant McCarty to operate its vehicle when in a fatigued state;
- (h) In failing to comply with State and Federal Regulations regarding driver and equipment safety precautions, including up-to-date safety reviews, drug and alcohol screens and driver's record updates for the Defendant McCarty and the vehicle which he was driving at the time of the wreck;
- (i) In failing to take steps to stop the Defendant McCarty from transporting

sand and/or gravel loads in excess of state law once it knew or should have known that the Defendant McCarty was transporting over-weight loads on non-approved routes at excessive speeds with inadequate equipment. Said conduct in effect aided and abetted the Defendant McCarty in violating state law such that liability attaches pursuant to the laws of the State of Mississippi and §390.13 of the Federal Motor Carrier Safety Regulations. Violation of this regulation constitutes *negligence per se*;

- (j) In otherwise negligently operating its business and gravel trucks in such a manner as to cause or allow injury to the Plaintiffs.

24.

- (a) The Defendant APAC is also responsible for the wreck and subsequent injury to the Plaintiffs through its own negligence in the following respects, to wit: In failing to adequately investigate the background of the Defendant McCarty and the Defendant Wholesale to insure that they employed and used safe, capable and qualified drivers;
- (b) In failing to adequately and properly train the Defendant McCarty in the proper manner of handling the gravel truck;
- (c) In failing to adequately supervise, monitor and/or control the Defendants Wholesale and McCarty;
- (d) In failing to terminate the Defendant McCarty and/or Wholesale once it became aware, or should have become aware, of the risk the Defendant McCarty posed to the motoring public;
- (e) In failing to properly inspect, equip and repair the gravel truck involved in the collision and to otherwise operate APAC in a safe and reasonable manner;
- (f) In failing to have proper safety management procedures or controls in place to ensure that equipment used by Wholesale and/or the Defendant McCarty was in safe working condition and that said Defendants were transporting its freight in a safe and lawful manner;
- (g) In allowing the Defendant McCarty to drive the Wholesale/APAC truck for long periods of time without requiring him to take mandatory rest breaks to insure the Defendant McCarty was not fatigued or in otherwise knowingly allowing the Defendant McCarty to operate its vehicle when in a fatigued state;
- (h) In failing to comply with State and Federal Regulations regarding driver and equipment safety precautions, including up-to-date safety reviews, drug and alcohol screens and driver's record updates for the Defendant McCarty and the

vehicle which he was driving at the time of the wreck;

- (i) In failing to take steps to stop the Defendant McCarty from transporting sand and/or gravel loads in excess of state law once it knew or should have known that the Defendant McCarty was transporting over-weight loads on non-approved routes at excessive speeds with inadequate equipment. Said conduct in effect aided and abetted the Defendant McCarty in violating state law such that liability attaches pursuant to the laws of the State of Mississippi and §390.13 of the Federal Motor Carrier Safety Regulations. Violation of this regulation constitutes *negligence per se*;
- (j) In otherwise negligently operating its business in such a manner as to encourage the violation of State laws for its own profit and benefit such that it caused or allowed injury to the Plaintiffs.

25.

The Defendant Memphis Stone is likewise responsible for the wreck and subsequent injury to the Plaintiffs through its own negligence in the following respects, to wit:

- (a) In failing to safely and properly load the gravel truck driven by the Defendant McCarty;
- (b) In knowingly over-loading the gravel truck driven by the Defendant McCarty when it knew or should have known that the loaded truck exceeded the limits set by the laws of the State of Mississippi;
- (c) In failing to adequately supervise, monitor and/or control its personnel, employees and agents responsible for loading the gravel truck and the Defendants Wholesale and McCarty in particular;
- (d) In failing to refuse further loads to the Defendant McCarty and/or Wholesale once it became aware, or should have become aware, of the risk the Defendant McCarty posed to the motoring public;
- (e) In failing to properly inspect and supervise trucks receiving loads from Memphis Stone such as the gravel truck involved in the collision and in failing to otherwise operate Memphis Stone & Gravel in a safe and reasonable manner;
- (f) In failing to have proper safety management procedures or controls in place to ensure that trucks are not loaded with unsafe weights and to ensure that equipment used by entities/persons such as Wholesale and/or the Defendant

McCarty were in safe working condition and that said Defendants were transporting its freight in a safe and lawful manner;

- (g) In failing to take steps to stop the Defendant McCarty from transporting sand and/or gravel loads in excess of state law once it knew or should have known that the Defendant McCarty was transporting overweight loads on non-approved routes at excessive speeds with inadequate equipment. Said conduct in effect aided and abetted the Defendant McCarty in violating state law such that liability attaches pursuant to the laws of the State of Mississippi and §390.13 of the Federal Motor Carrier Safety Regulations. Violation of this regulation constitutes *negligence per se*;
- (h) In failing to adequately investigate the background of the Defendant McCarty and the Defendant Wholesale to insure that they employed and used safe, capable and qualified drivers and equipment;
- (i) In otherwise negligently operating its business in such a manner as to encourage the violation of State laws for its own profit and benefit such that it caused or allowed injury to the Plaintiffs.

26.

That the actions of the Defendants, individually and in combination, exhibit intentional acts in violation of state and federal laws which directly and proximately caused the severe, life threatening and permanently disabling injuries to the Plaintiff, Ethan Bryant. Alternatively, the actions of the Defendants, individually and/or in combination, are so egregious as to exhibit a willful, wanton and or gross negligence so as to warrant punitive damages.

27.

The actions of the Defendants in this case exhibit a disregard for state laws and related federal regulations such that the Defendants posed a continued risk to the motoring public, the citizens of Desoto County, and specifically to the Plaintiff, Ethan Bryant. Such abuses are pervasive in the trucking industry and due to the increasing numbers of gravel trucks and tractor-trailers on the highway, the motoring public is at risk. Illegal and grossly negligent

actions, such as those exhibited by the Defendants in this case, which expose the citizenry to the dangers of death and/or tragic injury for the profit of the Defendants, if allowed to persist and continue without consequence, will endanger the citizens of Desoto County on an ever increasing basis.

28.

Punitive Damages should be assessed against the Defendants in an amount sufficient to punish the Defendants, to deter like conduct by the Defendants in the future, and to serve as an example to deter the Defendants and others from engaging in similar conduct that would expose the citizens of the State of Mississippi to such dangers in the future. The Corporate Defendants in this case are profitable companies motivated by the financial benefit derived from the wrongful acts of their agents, assigns and drivers, as aforesaid. Punitive damages in this case are warranted first and foremost to punish the Defendants for their willful and egregious conduct. However, punitive damages in this case are likewise warranted under Mississippi law in that the aforementioned acts of the Defendants were done intentionally for the financial benefit and gain of the Defendants which exposed the motoring public, and the Plaintiff Ethan Bryant, to great danger.

DAMAGES

29.

As a direct and proximate result of the Defendants' negligence and/or intentional conduct, as aforesaid, Plaintiff Ethan Bryant received injuries and suffered the damages set out herein below. Plaintiff, Ethan Bryant, suffered serious, life-threatening, painful, disabling and permanent bodily injuries which required him to incur or become liable for certain medical and

other expenses. That Ethan Bryant sustained a severe traumatic brain injury with associated VAI. That these injuries are so severe as to be permanent and disabling. In addition to the severe traumatic brain injury, Plaintiff sustained injuries including, but not limited to, left clavicle fracture, right-sided pulmonary contusions, left superior inferior ramus fracture, left zone 3 sacrum fracture, and a left intra ventricular hemorrhage. Ethan's condition required that he be placed on a ventilator for assistance in breathing, which led to the Plaintiff developing pneumonia.

30.

In addition, Ethan Bryant, due to the nature of his injuries, has been required to have inserted a feeding tube, and currently takes all food and liquid intake through this device. Ethan Bryant will require twenty- four hour a day care for the rest of his life as he is unable to function independently. Plaintiff, Ethan Bryant, via his natural parent, next friend and natural guardian, Carey Bryant, avers that he has pain and suffering which is continuing and permanent, has suffered a permanent loss of enjoyment of life and inconvenience which is continuing and a permanent condition, has permanent physical injuries and impairment, has suffered mental and emotional anguish which is continuing and permanent and that he has incurred medical expenses in the past which are continuing and which will continue for the rest of Plaintiff's life. Plaintiff, Ethan Bryant, currently has a life expectancy of sixty one (61) years according to the U.S. Life Tables. Currently, the Plaintiff has incurred massive medical expense and will continue to incur similar medical expenses for the rest of his life.

31.

That the Plaintiffs, Carey and Kateri Bryant, have and will endure mental and emotional anguish now and in the foreseeable future over the severe and disabling injuries to their son,

Ethan Bryant. That as a result of the severe and disabling injuries to the Plaintiff, Ethan Bryant, his mother and father have suffered a loss of society and companionship, and are now required to provide full-time care and assistance to the Plaintiff, Ethan Bryant, which was previously unnecessary. Prior to his injury, the Plaintiff Ethan Bryant was an active, loving and healthy young man who was capable of caring for himself without aid from any person. Thus, the Plaintiffs Carey and Kateri Bryant have a claim for damages based upon these substantial changes which they have been forced to endure and which they will be required to endure as a result of the negligence of the Defendants in this case.

32.

That the circumstances giving rise to the collision, and permanent injury of Ethan Bryant, in combination, are of such an egregious nature as to exhibit willful, wanton and grossly negligent conduct on behalf of the Defendants such that punitive damages are warranted in this case to punish the Defendants for their actions, and to serve as a deterrent to other individuals and trucking companies from acting in the same or similar manner. As such, the Plaintiffs seek compensatory damages, punitive damages, extra-contractual damages, attorneys' fees and pre-judgment interest and costs pursuant to the Mississippi Punitive Damages Statute, M.C.A. §11-1-65.

WHEREFORE, premises considered, the Plaintiffs, Ethan Bryant, a minor, by and through his natural guardian, natural parent and next friend Carey Bryant, and Kateri and Carey Bryant individually, sue and demand judgment against the Defendants, Chad McCarty, Everything Wholesale, LLC, APAC-Tennessee, Inc. and Memphis Stone & Gravel, for compensatory and punitive damages in an amount to be determined by the jury as fair and

reasonable to compensate Plaintiffs for their injuries under the circumstances, punitive damages as provided under §11-1-65 of the Mississippi Code and provided for under Mississippi law, plus all costs and such other relief as may be appropriate in the premises.

Plaintiffs request a jury trial on all matters.

ETHAN BRYANT, A MINOR, BY HIS
NATURAL FATHER, NATURAL GUARDIAN
AND NEXT FRIEND, CAREY BRYANT, AND
KATERI AND CAREY BRYANT

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