

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	CASE NO.: 2017-CP-07-01739
	)	
MARK SHAFFER, AS PERSONAL	)	
RESPRESENTATIVE OF THE ESTATE OF	)	
SUSAN SHAFFER, DECEASED,	)	
	)	
Plaintiff,	)	SECOND AMENDED
	)	SUMMONS
vs.	)	
	)	
RYAN COLTER STOLTZ, DEH DISASTER	)	
RECOVERY, LLC, CERES ENVIRONMENTAL	)	
SERVICES, INC., BEAUFORT COUNTY A	)	
POLITICAL SUBDIVISION OF THE STATE OF	)	
SOUTH CAROLINA, MATT T. DOTSON, TIM	)	
TOD DOTSON, BRANDI DOTSON, DOTSON &	)	
SON TRUCKING, LLC, BUYERS PRODUCTS	)	
COMPANY, TRUCKPRO, LLC, ST SALES, LLC	)	
and TETRA TECH, INC.	)	
	)	
Defendants.	)	
_____	)	

TO: THE DEFENDANTS ABOVE-NAMED:

**YOU ARE HEREBY SUMMONED** and required to Answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer upon the subscriber at his office, MOSS, KUHN & FLEMING, P.A., Post Office Drawer 507/1501 North Street, Beaufort, South Carolina 29901-0507, within thirty (30) days from the date of service hereof; exclusive of the day of such service; and if you fail to answer the Complaint within the aforesaid time, the Plaintiff in this action will apply to the Court for a judgment by default and the relief demanded in the attached Complaint.

MOSS, KUHN & FLEMING, P.A.

By: s/James H. Moss  
James H. Moss

By: s/H. Fred Kuhn, Jr.  
H. Fred Kuhn, Jr.  
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ATTORNEYS FOR THE PLAINTIFF

Beaufort, South Carolina  
December 6, 2018

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	CASE NO.: 2017-CP-07-01739
	)	
MARK SHAFFER, AS PERSONAL	)	
RESPRESENTATIVE OF THE ESTATE OF	)	
SUSAN SHAFFER, DECEASED,	)	
	)	
Plaintiff,	)	SECOND AMENDED
vs.	)	COMPLAINT
	)	(Jury Trial Demanded)
	)	
RYAN COLTER STOLTZ, DEH DISASTER	)	
RECOVERY, LLC, CERES ENVIRONMENTAL	)	
SERVICES, INC., BEAUFORT COUNTY A	)	
POLITICAL SUBDIVISION OF THE STATE OF	)	
SOUTH CAROLINA, MATT T. DOTSON, TIM	)	
TOD DOTSON, BRANDI DOTSON, DOTSON &	)	
SON TRUCKING, LLC, BUYERS PRODUCTS	)	
COMPANY, TRUCKPRO, LLC, ST SALES, LLC	)	
and TETRA TECH, INC.	)	
	)	
Defendants.	)	
_____	)	

The Plaintiff, complaining of the Defendants above-named, would respectfully show unto this Honorable Court as follows, to-wit:

**FOR A FIRST CAUSE OF ACTION**

1. The Plaintiff, Mark Shaffer, is a citizen and resident of the County of Beaufort in the State of South Carolina.
2. At the time of her death on May 3, 2017, Susan Shaffer was a citizen and resident of the County of Beaufort in the State of South Carolina.
3. The Plaintiff Mark Shaffer has been duly appointed as the Personal Representative of the Estate of Susan Shaffer by the Beaufort County Probate Court.
4. Susan Shaffer died on May 3, 2017 intestate, survived by her husband, the Plaintiff Mark Shaffer, and without any descendants.

5. The Plaintiff Mark Shaffer is the heir-at-law and sole beneficiary of the Estate of Susan Shaffer.

6. Upon information and belief, the Defendant Ceres Environmental Services, Inc. (“Ceres”) is a for-profit corporation organized under and existing by virtue of the laws of a State other than the State of South Carolina, and does business in Beaufort County, South Carolina.

7. The Defendant Beaufort County is a political subdivision of the State of South Carolina.

8. Upon information and belief, the Defendant DEH Disaster Recovery, LLC (“DEH”) is a limited liability company organized under and existing by virtue of the laws of a State other than the State of South Carolina and doing business in Beaufort County, South Carolina.

9. Upon information and belief, the Defendant Spencer A. Olson Trucking, LLC (“Olson”), is a limited liability company organized under and existing by virtue of the laws of a State other than the State of South Carolina, doing business in Beaufort County, South Carolina.

10. Upon information and belief, the Defendant Ryan Colter Stoltz (“Stoltz”) is a citizen and resident of a State other than the State of South Carolina and does business in Beaufort County, South Carolina.

11. Upon information and belief, the Defendants Matt T. Dotson, Tim Tod Dotson and Brandi Dotson are citizens and residents of a State other than the State of South Carolina and do business in Beaufort County, South Carolina.

12. Upon information and belief, the Defendant Dotson and Son Logging, Inc. (“Dotson Logging”), is a for-profit corporation organized under and existing by virtue of the

laws of a State other than the State of South Carolina, and does business in Beaufort County, South Carolina.

13. Upon information and belief, the Defendant Buyers Products Company (“Buyers Products”) is a company organized under and existing by virtue of the laws of Ohio with its principal place of business in Ohio, and does business in Beaufort, County, South Carolina..

14. Upon information and belief, the Defendant TruckPro, LLC (“TruckPro”) is a limited liability company formed in Delaware with its principal office in Tennessee, and does business in Beaufort County, South Carolina. Upon information and belief, TruckPro owns and operates a branch store known as TruckPro Macon which is located at 4577 Broadway, Suite C in Macon, Georgia 31206.

15. Upon information and belief, the Defendant ST Sales, LLC (“ST Sales”) is a limited liability company organized under and existing by virtue of the laws of the State of Missouri, with its principal place of business in Missouri, and does business in Beaufort County, South Carolina.

16. Upon information and belief, the Defendant Tetra Tech, Inc. is a for-profit corporation organized under and existing by virtue of the laws of a state other than the State of South Carolina, and does business in Beaufort County, South Carolina.

17. Upon information and belief, Beaufort County contracted with the Defendant Ceres for the removal of storm debris in Beaufort County, South Carolina, resulting from Hurricane Matthew.

18. Upon information and belief, the Defendant Beaufort County contracted with the Defendant Tetra Tech, Inc. to assist in the removal of storm debris in Beaufort County, South

Carolina resulting from Hurricane Matthew, including, among other things, assistance with reviewing and approving subcontractors and their equipment.

19. Upon information and belief, the Defendant Ceres was the prime contractor for storm debris removal and debris management in Beaufort County, South Carolina, following Hurricane Matthew.

20. Upon information and belief, the Defendant DEH was hired by the Defendant Olson, which in turn was hired by the Defendant Ceres, which in turn was hired by the Defendant Beaufort County, to perform the above-referenced debris removal and debris management services in Beaufort County, South Carolina.

21. Upon information and belief, the Defendant Stoltz was employed by the Defendant DEH as a driver and that all times hereinafter referenced he was acting as the servant, agent, and employee of the Defendant DEH.

22. On or about May 3, 2017 the Defendant Stoltz, acting in his capacity as a driver and employee of the Defendant DEH, was driving a truck owned by and supplied to him by the Defendant DEH (hereinafter "Truck") which was towing a trailer also owned by and supplied to him by the Defendant DEH (hereinafter "Trailer").

23. On May 3, 2017 the Trailer was attached to the Truck being operated by the Defendant Stoltz by a pintle hook and safety chains.

24. Upon information and belief, on or about January 23, 2017 DEH purchased the subject pintle hook, described as Part No. BTPBP200 on TruckPro Invoice 038-0741729, from TruckPro, LLC at its store in Macon, Georgia.

25. Upon information and belief, prior to May 3, 2017 the subject pintle hook was installed on to the Truck by DEH, or at the request and pursuant to the direction of DEH.

26. Upon information and belief, prior to and on May 3, 2017 the pintle hook was then used to attach the Trailer to the Truck.

27. Upon information and belief, prior to and on May 3, 2017 the Trailer was equipped with manufacturer installed safety chains which were connected to the Truck.

28. At all times referenced herein the Defendant DEH was operating as a subcontractor to Defendant Olson, and Defendant Olson was acting as a subcontractor to Defendant Ceres, and Defendant Ceres was acting as the prime contractor for Defendant Beaufort County, in performing hurricane disaster recovery services in Beaufort County, South Carolina.

29. Upon information and belief, the Trailer, including the attached safety chains, was designed, manufactured and distributed into the stream of commerce by the Defendant ST Sales.

30. Upon information and belief, the pintle hook was designed, manufactured and distributed into the stream of commerce by the Defendant Buyers Products.

31. On or about May 3, 2017, on or about 3:58 p.m. Susan Shaffer was driving her 2012 Honda automobile in a northerly direction along U.S. Highway 21, also known as Sea Island Parkway, in Beaufort County, South Carolina, when suddenly and without warning the Trailer separated from the Truck which was being driven by the Defendant Stoltz in a southerly direction on U.S. Highway 21, said Trailer then crossing the center line into oncoming traffic and colliding with the vehicle being driven by Susan Shaffer.

32. As a direct and proximate result of the aforesaid collision, Susan Shaffer died.

33. At the time of the collision, the Truck was being operated by the Defendant Stoltz, who was acting in the course and scope of his employment with the Defendant DEH, pursuant to the Contract of the Defendant DEH with the Defendant Olson, which in turn was part

of the Contract between the Defendant Olson and the Defendant Ceres, which in turn was part of the Contract between the Defendant Ceres and the Defendant Beaufort County.

34. Upon information and belief, the Trailer detached from the Truck as a result of the failure of the pintle hook.

35. When the pintle hook failed, the safety chains also failed, thereby allowing the Trailer to completely detach from the Truck.

**FOR A FIRST CAUSE OF ACTION**  
**(Negligence of All Defendants)**

36. The aforesaid collision was the direct and proximate result of the careless, negligent, grossly negligent, reckless, willful and/or wanton acts and conduct of the Defendants, either separately, or combining and concurring, in one or more of the following particulars, to-wit:

**AS TO THE DEFENDANT RYAN COLTER STOLTZ**

- a. In failing to keep a proper lookout;
- b. In failing to keep his vehicle under proper control;
- c. In failing to properly inspect the Truck and Trailer;
- d. In failing to properly maintain the Truck and Trailer;
- e. In failing to inspect the pintle hook;
- f. In failing to maintain the pintle hook;
- g. In failing to inspect the safety chains;
- h. In failing to maintain the safety chains;
- i. In utilizing a pintle hook which was undersized and inadequate for the Trailer;
- j. In utilizing safety chains which were undersized and inadequate;



- k. In failing to stop, slow or turn his vehicle when he knew or should have known that the Trailer connection was failing;
- l. In failing to realize that the pintle hook was unreasonably dangerous;
- m. In failing to realize that the safety chains were unreasonably dangerous;
- n. In driving too fast for the conditions then and there existing;
- o. In speeding;
- p. In operating a vehicle which he was not qualified to operate;
- r. In overloading the Trailer;
- s. In failing to do regular inspections and maintenance of the Truck and Trailer and its connection mechanism;
- t. In failing to follow a routine inspection and maintenance schedule for the pintle hook and connection mechanism;
- u. In failing to maintain the bolt which held the pintle hook components together;
- v. In failing to regularly tighten the bolt which held the pintle hook components together;
- w. In operating the vehicle without first tightening the bolt that held the pintle hook parts together;
- x. In failing to request or receive instruction regarding proper maintenance, inspection and use of the pintle hook and safety chains;
- y. In failing to exercise that degree of care, caution and regard for the safety of others that a reasonably prudent driver would have exercised under the circumstances then and there existing.

**AS TO THE DEFENDANT DEH DISASTER RECOVERY, LLC**

- a. In being vicariously liable for the acts and conducts of its servant, agent and employee Ryan Colter Stoltz;
- b. In hiring an unqualified driver;
- c. In hiring an unlicensed driver;
- d. In failing to hire a qualified safety director;
- e. In failing to properly inspect its Truck;
- f. In failing to properly maintain its Truck;
- g. In failing to properly inspect its Trailer;
- h. In failing to properly maintain its Trailer;
- i. In providing a Truck with a defective and unreasonably dangerous pintle hook;
- j. In providing a Truck with an inadequate pintle hook;
- k. In providing a Trailer with defective and unreasonably dangerous safety chains;
- l. In providing a Trailer with inadequate safety chains;
- m. In failing to provide proper instructions regarding the maintenance of the Truck;
- n. In failing to provide proper instructions as to the maintenance of the Trailer;
- o. In failing to provide proper instruction as to the maintenance of the pintle hook;
- p. In failing to provide proper instruction as to the maintenance of the safety chains;
- q. In failing to provide proper instruction as to the loading of the Trailer;
- r. In allowing the Trailer to be overloaded;
- s. In failing to properly monitor its driver;
- t. In failing to hire a competent safety director;

u. In failing to exercise that degree of care, caution and regard for the safety of others that reasonably prudent company would have exercised under the circumstances then and there existing.

**AS TO THE DEFENDANT SPENCER A. OLSON TRUCKING COMPANY, LLC**

- a. In being vicariously liable for the acts and conduct of Ryan Colter Stoltz;
- b. In being vicariously liable for the acts and conduct of the Defendant DEH;
- c. In allowing an unqualified driver to perform services;
- d. In approving the hiring of the Defendant Stoltz by the Defendant DEH when it knew or should have known that the Defendant Stoltz was not qualified;
- e. In hiring the Defendant DEH when it knew or should have known that the Defendant DEH was not qualified;
- f. In approving the use of the Truck when the Truck was in a defective and unreasonably dangerous condition;
- g. In approving the use of the Trailer when the Trailer was in a defective and unreasonably dangerous condition;
- h. In failing to properly inspect the Truck;
- i. In failing to properly inspect the Trailer;
- j. In failing to properly inspect the pintle hook;
- k. In failing to properly inspect the safety chains;
- l. In failing to properly maintain the Truck;
- m. In failing to properly maintain the Trailer;
- o. In failing to properly maintain the pintle hook;
- p. In failing to properly maintain the safety chains;

- q. In failing to hire a competent safety director;
- r. In failing to properly instruct the Defendant Stoltz as to the proper maintenance and inspection of the pintle hook and safety chains;
- s. In failing to properly instruct the Defendant DEH as to proper maintenance and inspection of the pintle hook and safety chains;
- t. In failing to properly test the pintle hook;
- u. In failing to properly test the safety chains;
- v. In failing to investigate the adequacy of the pintle hook;
- w. In failing to monitor the maintenance of the pintle hook;
- y. In failing to investigate the adequacy of the safety chains;
- z. In failing to ensure that all equipment utilized by its subcontractor satisfied all local, state and federal safety requirements;
- aa. In failing to exercise that degree of care, caution and regard for the safety of others that a reasonable contractor would have exercised under the circumstances then and there existing.

**AS TO THE DEFENDANT CERES ENVIRONMENTAL SERVICES, INC.**

- a. In being vicariously responsible for the acts and conduct of the Defendant Stoltz;
- b. In being vicariously responsible for the acts and conduct of the Defendant DEH;
- c. In being vicariously responsible for the acts and conduct of the Defendant Olson;
- d. In permitting, allowing, approving or condoning the hiring of the Defendant Stoltz when it knew or should have known the Defendant Stoltz was not qualified;
- e. In allowing, permitting, condoning, or approving the hiring of the Defendant DEH when it knew or should have known the Defendant DEH was unqualified;

- f. In hiring the Defendant Olson when it knew or should have known that said Defendant was not qualified;
- g. In allowing an unqualified driver to perform services under its Contract;
- h. In allowing an unqualified subcontractor to perform services under its Contract;
- i. In allowing a Truck which was defective and unreasonably dangerous to be utilized in the performance of services under its Contract;
- j. In allowing a Trailer which was defective and unreasonably dangerous to be utilized in the performance of its Contract;
- k. In failing to properly inspect the Truck;
- l. In failing to properly inspect the Trailer;
- m. In failing to require proper maintenance of the Truck;
- n. In failing to require proper maintenance of the Trailer;
- o. In failing to properly inspect the pintle hook;
- p. In failing to properly inspect the safety chains;
- r. In failing to require proper maintenance of the pintle hook;
- s. In failing to require proper maintenance of the safety chains;
- t. In failing to require proper inspections of the equipment utilized in the performance of its Contract;
- u. In failing to hire a competent safety director;
- v. In failing to require proper maintenance of the equipment utilized in the performance of its Contract;
- w. In failing to require employment of qualified personnel in the performance of its Contract;

x. In failing to ensure that all equipment utilized by its subcontractor satisfied all local, state and federal safety requirements;

y. In failing to exercise that degree of care, caution and regard for the safety of others that a reasonably prudent company would have exercised under the circumstances then and there existing.

**AS TO THE DEFENDANT BEAUFORT COUNTY**

a. In being vicariously responsible for the acts and conduct of the Defendant Stoltz;

b. In being vicariously responsible for the acts and conduct of the Defendant DEH;

c. In being vicariously responsible for the acts and conduct of the Defendant Olson;

d. In being vicariously responsible for the acts and conduct of the Defendant Ceres;

e. In being vicariously responsible for the acts and conduct of the Defendant Tetra Tech, Inc.

f. In allowing, permitting, condoning, or approving the hiring of the Defendant Stoltz when it knew or should have known that the Defendant Stoltz was unqualified;

g. In allowing, permitting, condoning, or approving the hiring of the Defendant DEH when it knew or should have known that the Defendant DEH was unqualified;

h. In allowing, permitting, condoning, or approving the hiring of the Defendant Olson when it knew or should have known the Defendant Olson was unqualified;

i. In hiring the Defendant Ceres when it knew or should have known that the Defendant Ceres was unqualified;

j. In allowing, permitting, condoning, or approving a Truck which was in a defective condition and unreasonably dangerous to be used in the performance of the contracted services;

k. In allowing, permitting, condoning, or approving a Trailer which was in a defective and unreasonably dangerous condition to be utilized in the performance of the contracted services;

l. In allowing a pintle hook which was in a defective and unreasonably dangerous condition to be utilized in the performance of its contracted services;

m. In allowing safety chains which were in a defective and unreasonably dangerous condition to be utilized in the performance of its contracted services;

n. In failing to properly inspect the Truck;

o. In failing to properly inspect the Trailer;

p. In failing to properly inspect the pintle hook;

q. In failing to properly inspect the safety chains;

r. In failing to require proper maintenance of the pintle hook;

s. In failing to require proper maintenance of the safety chains;

t. In failing to require proper maintenance of the Truck;

u. In failing to require proper maintenance of the Trailer;

v. In failing to hire a competent safety director;

w. In failing to properly oversee and monitor the performance of its Contract with Ceres and allowing unsafe equipment to be utilized by contractors and subcontractors;

x. In failing to ensure that all equipment utilized in the performance of the Contract was in compliance with local, state and federal rules and regulations;

y. In failing to require proper inspections and maintenance of vehicles and equipment utilized in the performance of its Contract;

z. In failing to hire qualified personnel so as to ensure that the equipment utilized in

the performance of its Contract complied with all local, state and federal rules and regulations and was safe;

- aa. In allowing the Trailer to be overloaded;
- bb. In failing to properly monitor and provide qualified personnel to inspect and maintain safe equipment;
- cc. In failing to have a safety officer appointed to ascertain and ensure that the contractors and subcontractors complied with safety rules and regulations;
- dd. In failing to properly monitor the safety management practices of its contractors and subcontractors;
- ee. In failing to require routine safety maintenance and inspections of the equipment being utilized by its contractor and subcontractors;
- ff. In failing to exercise that degree of care, caution and regard for the safety of others that a reasonably prudent County would have exercised under the circumstances then and there existing.

**AS TO THE DEFENDANTS MATT T. DOTSON, TIM TOD DOTSON, BRANDI DOTSON AND DOTSON AND SON LOGGING, INC.**

- a. In designing, manufacturing, and distributing a Trailer which was defective and which it knew, or should have known, created an unreasonable risk of injury to its customers and members of the general public, including the Plaintiff;
- b. In allowing or failing to prevent the sale of the Trailer to general consumers when it knew or should have known that the customers and general public would not and could not appreciate the unreasonable risk of harm and danger created by the use of their products;
- c. In failing to properly test the Trailer for defects so as to prevent the risk of injury to their customers and the general public;



- d. In failing to make reasonable inspections of the Trailer to prevent the risk of injury to their customers and the general public;
- e. In failing to discover the presence of the defective and unreasonably dangerous conditions in the Trailer prior to sale and distribution;
- f. In failing to establish adequate quality control procedures or to take other steps to ensure the safety of the Trailer;
- g. In failing to warn of the unreasonable risk of injury;
- h. In failing to instruct the buyer of the Trailer as to its proper maintenance and use;
- i. In failing to instruct the buyer of the Trailer as to required inspections;
- j. In failing to provide adequate instructions with the Trailer;
- k. In installing inadequate safety chains on the Trailer;
- l. In failing to test the safety chains;
- k. In failing to use the degree of care, caution and regard for the safety of others that a reasonably prudent business would have used under the same or similar circumstances.

**AS TO THE DEFENDANT BUYERS PRODUCTS COMPANY**

- a. In designing, manufacturing, and distributing a product which was defective and which it knew, or should have known, created an unreasonable risk of injury to its customers and members of the general public, including the Plaintiff;
- b. In allowing or failing to prevent the sale of its products to general consumers when it knew or should have known that the customers and general public would not and could not appreciate the unreasonable risk of harm and danger created by the use of their products;
- c. In failing to properly test their products for defects so as to prevent the risk of injury to their customers and the general public;

- d. In failing to make reasonable inspections of their products to prevent the risk of injury to their customers and the general public;
- e. In failing to discover the presence of the defective and unreasonably dangerous conditions in their products prior to sale and distribution;
- f. In failing to establish adequate quality control procedures or to take other steps to ensure the safety of their products;
- g. In failing to warn of the unreasonable risk of injury;
- h. In failing to instruct the consumers of their products as to their proper maintenance and use;
- i. In failing to instruct the consumers of its products as to required inspections;
- j. In failing to provide adequate instructions with its products;
- k. In failing to use the degree of care, caution and regard for the safety of others that a reasonably prudent business would have used under the same or similar circumstances.

**AS TO THE DEFENDANT ST SALES, LLC**

- a. In designing, manufacturing, and distributing a product which was defective and which it knew, or should have known, created an unreasonable risk of injury to its customers and members of the general public, including the Plaintiff;
- b. In allowing or failing to prevent the sale of its products to general consumers when it knew or should have known that the customers and general public would not and could not appreciate the unreasonable risk of harm and danger created by the use of their products;
- c. In failing to properly test their products for defects so as to prevent the risk of injury to their customers and the general public;
- d. In failing to make reasonable inspections of their products to prevent the risk of

injury to their customers and the general public;

e. In failing to discover the presence of the defective and unreasonably dangerous conditions in their products prior to sale and distribution;

f. In failing to establish adequate quality control procedures or to take other steps to ensure the safety of their products;

g. In failing to warn of the unreasonable risk of injury;

h. In failing to instruct the consumers of their products as to their proper maintenance and use;

i. In failing to instruct the consumers of its products as to required inspections;

j. In failing to provide adequate instructions with its products;

k. In failing to use the degree of care, caution and regard for the safety of others that a reasonably prudent business would have used under the same or similar circumstances.

**AS TO THE DEFENDANT TRUCKPRO, LLC**

a. In designing, manufacturing, and distributing a product which was defective and which it knew, or should have known, created an unreasonable risk of injury to its customers and members of the general public, including the Plaintiff;

b. In allowing or failing to prevent the sale of its products to general consumers when it knew or should have known that the customers and general public would not and could not appreciate the unreasonable risk of harm and danger created by the use of their products;

c. In failing to properly test their products for defects so as to prevent the risk of injury to their customers and the general public;

d. In failing to make reasonable inspections of their products to prevent the risk of injury to their customers and the general public;

- e. In failing to discover the presence of the defective and unreasonably dangerous conditions in their products prior to sale and distribution;
- f. In failing to establish adequate quality control procedures or to take other steps to ensure the safety of their products;
- g. In failing to warn of the unreasonable risk of injury;
- h. In failing to instruct the consumers of their products as to their proper maintenance and use;
- i. In failing to instruct the consumers of its products as to required inspections;
- j. In failing to provide adequate instructions with its products;
- k. In failing to use the degree of care, caution and regard for the safety of others that a reasonably prudent business would have used under the same or similar circumstances.

37. As a direct and proximate result of the aforesaid acts and conduct of the Defendants, either separately or combining and concurring one with the other, Susan Shaffer was caused to undergo brief but horrific conscious pain and suffering, as well as her wrongful death, all said damages as are more particularly hereinafter set forth.

**AS TO THE DEFENDANT TETRA TECH, INC.**

- a. In allowing, permitting, condoning, or approving the hiring of the Defendant Stoltz when it knew or should have known that the Defendant Stoltz was unqualified;
- b. In allowing, permitting, condoning, or approving the hiring of the Defendant DEH when it knew or should have known that the Defendant DEH was unqualified;
- c. In allowing, permitting, condoning, or approving the hiring of the Defendant Olson when it knew or should have known the Defendant Olson was unqualified;
- d. In hiring the Defendant Ceres when it knew or should have known that the

Defendant Ceres was unqualified;

e. In allowing, permitting, condoning, or approving a Truck which was in a defective condition and unreasonably dangerous to be used in the performance of the contracted services;

f. In allowing, permitting, condoning, or approving a Trailer which was in a defective and unreasonably dangerous condition to be utilized in the performance of the contracted services;

g. In allowing a pintle hook which was in a defective and unreasonably dangerous condition to be utilized in the performance of its contracted services;

h. In allowing safety chains which were in a defective and unreasonably dangerous condition to be utilized in the performance of its contracted services;

i. In failing to properly inspect the Truck;

j. In failing to properly inspect the Trailer;

k. In failing to properly inspect the pintle hook;

l. In failing to properly inspect the safety chains;

m. In failing to require proper maintenance of the pintle hook;

n. In failing to require proper maintenance of the safety chains;

o. In failing to require proper maintenance of the Truck;

p. In failing to require proper maintenance of the Trailer;

q. In failing to require the hiring of a competent safety director;

r. In failing to properly oversee and monitor the performance of the Contract with Ceres and allowing unsafe equipment to be utilized by contractors and subcontractors;

s. In failing to ensure that all equipment utilized in the performance of the Contract

was in compliance with local, state and federal rules and regulations;

t. In failing to require proper inspections and maintenance of vehicles and equipment utilized in the performance of the Contract;

u. In failing to hire qualified personnel so as to ensure that the equipment utilized in the performance of the Contract complied with all local, state and federal rules and regulations and was safe;

v. In allowing the Trailer to be overloaded;

w. In failing to properly monitor and provide qualified personnel to inspect and maintain safe equipment;

x. In failing to properly monitor the safety management practices of the contractors and subcontractors;

y. In failing to require routine safety maintenance and inspections of the equipment being utilized by the contractor and subcontractors;

z. In failing to exercise that degree of care, caution and regard for the safety of others that a reasonably prudent company would have exercised under the circumstances then and there existing.

**FOR A SECOND CAUSE OF ACTION**  
**(Strict Liability as to Buyers Products Company and TruckPro, LLC)**

37. The allegations of Paragraphs 1 – 36, supra are hereby realleged and incorporated herein as fully as if repeated verbatim.

38. The subject pintle hitch was sold by, and distributed into the stream of commerce by, the Defendants Buyers Products Company and TruckPro, LLC.

39. The pintle hook was expected to and did reach the end user and consumer without

substantial change in the condition in which it was manufactured and sold.

40. The unreasonably dangerous and defective condition of the pintle hitch directly and proximately caused the wrongful death and conscious pain and suffering of Susan Shaffer.

**FOR A THIRD CAUSE OF ACTION**  
**(Strict Liability as to Matt T. Dotson, Tim Tod Dotson, Brandi Dotson,  
Dotson and Son Logging, Inc. and ST Sales, LLC)**

41. The allegations of Paragraphs 1 – 40, supra, are hereby realleged and incorporated herein as fully as if repeated verbatim.

42. The Trailer was sold by, and distributed into the stream of commerce by, the Defendants Matt T. Dotson, Tim Tod Dotson, Brandi Dotson, Dotson and Son Logging, Inc. and ST Sales, LLC in a defective and unreasonably dangerous condition.

43. The Trailer was expected to and did reach the end user and consumer without substantial change in the condition in which it was manufactured and sold.

44. The unreasonably dangerous and defective condition of the Trailer directly and proximately caused the wrongful death and conscious pain and suffering of Susan Shaffer.

**FOR A FOURTH CAUSE OF ACTION**  
**(Breach of Warranty as to Buyers Products Company and TruckPro, LLC)**

45. The allegations of Paragraphs 1 – 44, supra, are hereby realleged and incorporated herein as fully as if repeated verbatim.

46. The Defendants Buyers Products and TruckPro are merchants.

47. The Defendants Buyers Products and TruckPro expressly and/or impliedly warranted and represented that the pintle hook was safe for its expected and intended use.

48. The Defendants Buyers Products and TruckPro expressly and impliedly warranted that the pintle hook was reasonably safe, merchantable, and fit for the purposes for which it was intended, as well as for all other reasonable and foreseeable uses of said product.

49. The Defendants Buyers Products and TruckPro breached these warranties inasmuch as the pintle hook was defective and unreasonably dangerous and not fit for its reasonably foreseeable use.

50. The aforesaid express and/or implied warranties extend to the Plaintiff as a member of a group which may reasonably be expected to be affected by said product.

51. The breaches of the aforesaid express and implied warranty directly and proximately resulted in the conscious pain and suffering and wrongful death of Susan Shaffer.

**FOR A FIFTH CAUSE OF ACTION**  
**(Breach of Warranty as to Matt T. Dotson, Tim Tod Dotson, Brandi Dotson,  
Dotson and Son Logging, Inc. and ST Sales, LLC)**

52. The allegations of Paragraphs 1 – 51, supra, are hereby realleged and incorporated herein as fully as if repeated verbatim.

53. The Defendants Matt T. Dotson, Tim Tod Dotson, Brandi Dotson, Dotson and Son Logging, Inc. and ST Sales, LLC are merchants.

54. The Defendants Matt T. Dotson, Tim Tod Dotson, Brandi Dotson, Dotson and Son Logging, Inc. and ST Sales, LLC expressly and/or impliedly warranted and represented that the Trailer was safe for its expected and intended use.

55. The Defendants Matt T. Dotson, Tim Tod Dotson, Brandi Dotson, Dotson and Son Logging, Inc. and ST Sales, LLC expressly and impliedly warranted that the Trailer was reasonably safe, merchantable, and fit for the purposes for which it was intended, as well as for all other reasonable and foreseeable uses of said product.

56. The Defendants Matt T. Dotson, Tim Tod Dotson, Brandi Dotson, Dotson and Son Logging, Inc. and ST Sales, LLC breached these warranties inasmuch as the Trailer was defective and unreasonably dangerous and not fit for its reasonably foreseeable use.



57. The aforesaid express and/or implied warranties extend to the Plaintiff as a member of a group which may reasonably be expected to be affected by said product.

58. The breaches of the aforesaid express and implied warranty directly and approximately resulted in the conscious pain and suffering and wrongful death of Susan Shaffer.

**DAMAGES**  
**(Conscious Pain and Suffering)**

59. The allegations of Paragraphs 1 – 58, supra, are hereby realleged and incorporated herein as fully as if repeated verbatim.

60. As a direct and proximate result of the aforesaid acts and conduct of the Defendants, either separately or combining or concurring, Susan Shaffer was caused to undergo brief yet horrific conscious pain and suffering.

61. Upon information and belief the Plaintiff is entitled to a verdict against the Defendants in a fair and reasonable amount of actual damages, for the conscious pain and suffering undergone by Susan Shaffer prior to her demise, together with an appropriate award of punitive damages.

**DAMAGES**  
**(Wrongful Death)**

62. The allegations of Paragraphs 1 – 61, supra, are hereby realleged and incorporated herein as fully as if repeated verbatim.

63. As a direct and proximate result of the aforesaid acts and conduct of the Defendants, either separately or combining and concurring, Susan Shaffer was wrongfully killed, and the Plaintiff has suffered pecuniary loss, mental shock and suffering, wounded feelings, grief and sorrow, loss of companionship, and deprivation of the use and comfort of Susan's society, the loss of her experience, knowledge and judgment in managing the affairs of himself, in

addition to the loss of her ability to earn money for the support, maintenance, care and protection of her beneficiary, and for the education and training of the latter.

64. Upon information and belief the Plaintiff is entitled to judgment against the Defendants in a fair and reasonable amount of actual damages for the wrongful death of Susan Shaffer, together with an appropriate award of punitive damages.

WHEREFORE, the Plaintiff prays for judgment against the Defendants in a fair and reasonable amount of both actual and punitive damages, all to be determined by a jury, together with such other and further relief as this Honorable Court may deem to be just and proper.

MOSS, KUHN & FLEMING, P.A.

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December 6, 2018