

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)
)
MARK SHAFFER, as Personal)
Representative of the Estate of)
SUSAN SHAFFER, Deceased,)
)
Plaintiff,)
)
v.)
)
DEH DISASTER RELIEF, LLC. CERES)
ENVIRONMENTAL SERVICES, INC.,)
BEAUFORT COUNTY A POLITICAL)
SUBDIVISION OF THE STATE OF)
SOUTH CAROLINA, RYAN COLTER)
STOLTZ, MATT T. DOTSON,)
TIM TOD DOTSON, BRANDI DOTSON,)
DOTSON & SON LOGGING, INC.,)
SPENCER A. OLSON TRUCKING, LLC,)
)
Defendants.)
)

IN THE COURT OF COMMON PLEAS
CASE NUMBER: 2017-CP-07-_____

**COMPLAINT
(Jury Trial Requested)**

The Plaintiff, complaining of the Defendant, alleges:

FOR A FIRST CAUSE OF ACTION

1. That the Plaintiff, Mark Shaffer, is a resident of Beaufort County, State of South Carolina, and the Personal Representative of the Estate of Susan Shaffer, who is now deceased.
2. That at all times herein the Plaintiff, was legally married to and was the husband of Susan Shaffer.
3. That Susan Shaffer is survived by the Plaintiff as her next of kin pursuant to §62-2-102 of the South Carolina Code of Laws and is the heir at law and sole beneficiary of the Estate of Susan Shaffer.
4. That the Defendant, Ceres Environmental Services, Inc., is a resident of a State other than the State of South Carolina, and owns property and does business in Beaufort, State of South Carolina and is contractually bound with the County of Beaufort, State of South

Carolina and others. At all times hereinafter referenced they were the primary contractor for storm debris removal and debris management in Beaufort County, State of South Carolina.

5. That Beaufort County, State of South Carolina is a political subdivision of the State of South Carolina and hereinafter referred to as the County. The County contracted with Ceres Environmental Services, Inc., for removal of storm debris in Beaufort County, State of South Carolina.

6. That the Defendant, DEH Disaster Relief, LLC. was a limited liability company on May 3, 2017 and was doing business in Beaufort County, State of South Carolina and at all times herein was doing business as a contractor with CERES Environmental Services, Inc.

7. That the Defendant Spencer A. Olson Trucking, LLC is a limited liability company organized under and existing by virtue of the laws of the State of Wisconsin, doing business in Beaufort County, South Carolina, and at all times hereinafter mentioned was the subcontractor hired by Ceres Environmental Services, Inc. and Beaufort County to provide the services which were being performed by Ryan Colter Stoltz at the date and time referenced herein.

8. That the Defendant Ryan Colter Stoltz on May 3, 2017 was the driver of DEH Disaster Relief, LLC., vehicle and trailer involved in this severe and violent collision hereinafter more particularly set forth. At all times he was the servant, employee and agent of the Co-Defendants.

9. That on or about May 3, 2017, in the County of Beaufort, State of South Carolina on Highway 21, Susan Shaffer was driving her vehicle into Beaufort, South Carolina from a turtle watch on Hunting Island, State of South Carolina in a careful and prudent manner and fashion when suddenly and without warning the Defendant, Ryan Colter Stoltz driving a vehicle owned by the Defendant DEH Disaster Relief, LLC., with a trailer improperly attached thereto

allowing the heavy trailer to detach from the truck and go into the left hand lane striking the vehicle of Susan Shaffer and causing her death.

10. That the trailer referenced herein was designed, manufactured, distributed into the stream of commerce, supplied and owned by the Defendants Matt T. Dotson, Tim Tod Dotson, Brandi Dotson and Dotson & Son Logging, Inc. a for-profit corporation organized under and existing by virtue of the laws of the State of Missouri, all doing business in Beaufort County, South Carolina.

11. That under the contract between the County of Beaufort and Ceres Environmental Services Inc., all such matters shall be tried in Beaufort County, State of South Carolina.

12. That the Primary Agreement entered into between Beaufort County and Ceres Environmental Service, Inc., provided in sub paragraph B “Any litigation arising out of this Agreement shall be held only in a circuit court of Beaufort County, Beaufort, South Carolina, in the Fourteenth Judicial Circuit.”

13. That Beaufort County was a primary contractor of said contract including but not limited to the following responsibilities, debris management guide; County debris manager; hauling of debris to County approved TDSR sites; County designated final disposal sites and supervised by the County of Beaufort over safety matters.

14. That the County had a County Debris Manager – “The County would designate a Count Debris Manager. The County Debris Manager shall mean the County Debris Manager and his/her Authorized Representative who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County.”

15. That additionally in sub-section 2, in the proposal provides that the “Debris removal must be the legal responsibility of the applicant.”

16. That all subcontractors must be approved by the Contractor CERES and Beaufort County before beginning and continuing work. The Contractor and the County have a right to reject any and all subcontractor and require substitution of a firm qualified to participate in the work as specified herein.

17. That the injuries, damages and death sustained by this Plaintiff, including his wife's wrongful death were due to and caused by and was the direct and proximate result of the careless and reckless acts and conduct of the Defendants combining and concurring in one or more of the following particulars, to-wit:

AS TO THE DEFENDANTS
(DEH Disaster Relief, LLC. and 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 comply with the inspection and maintenance standard as promulgated by Federal Motor Carrier Safety Administration;
- d. In failing in particular, to inspect the pintle hook which was in a defective condition and therefore not attached properly to the trailer it was pulling, causing the same to come lose from the hitch and into the oncoming lane causing the Plaintiff's death;
- e. In failing to stop, slow or turn his vehicle to avoid said collision when he knew of should have known that the trailer was swaying and moving on his truck;
- f. In failing to realize that the pintle hook was unreasonably dangerous and improperly inspected and secured;
- g. In driving too fast for the conditions then and there existing and in excess of the posted speed limit;

- h. In failing to pull over to the right or slow his vehicle when he knew or should have known in 500 feet plus prior to the collision that the trailer was loose and unhitched;
- i. In failing to properly inspect pintle hitch as required by FMCSA and the provisions therein;
- j. In failing to do regular inspections and maintenance of the truck and trailers he was driving and pulling;
- k. In disregarding prior reports from other drivers who had pulled the truck and trailer in question.
- l. In failing to inspect and maintain continuity of inspections;
- m. The Defendants knew or should have known that the pintle hook was not secured and failing to note the same on inspection reports;
- n. In failing to provide a standard inspection procedure and failing to continually maintain an inspection program of pintle hooks and/or trailer hitches required by the FMCSA standards;
- o. In driving a vehicle without adequate tires contrary to FMSCA standards;
- p. In failing to equip the truck with safety chains adequate for their intended purpose;
- q. In failing to exercise the degree of care as required by the circumstances.

AS TO THE DEFENDANTS

(CERES Environmental Services, Inc. and Spencer A. Olson Trucking, LLC)

- a. In failing to keep a proper lookout;
- b. In failing to keep his vehicle under proper control;
- c. In failing to comply with the inspection and maintenance standard as Promulgated by Federal Motor Carrier Safety Administration;
- d. In failing in particular, to inspect the pintle hook which was in a defective

condition and therefore not attached to the trailer it was pulling, causing the same to come lose from the hitch and run into the oncoming lane causing the Plaintiff's death;

- e. In failing to stop, slow or turn his vehicle to avoid said collision when he knew of should have known that the trailer was swaying and moving on his truck;
- f. In failing to realize that the pintle hook was unreasonably dangerous;
- g. In driving too fast for the conditions then and there existing;
- h. In failing to pull over to the right or slow his vehicle when he knew or should have known in 500 feet plus prior to the collision when the trailer was becoming unhitched;
- i. In failing to properly inspect pintle hitch as required by FMCSA and the provisions therein;
- j. In failing to do inspection and maintenance of safety issues involving hitches, tires and other parts and accessories;
- k. In disregarding prior reports from other drivers who had pulled the trailer in question or other trailers;
- l. In failing to inspect and maintain continuity of inspections;
- m. The Defendants knew or should have known that the pintle hook was defective with a missing bolt or pin;
- n. In failing to provide a standard inspection procedure for all regiments of the FMCSA standards.

AS TO THE DEFENDANTS
(Beaufort County State of South Carolina)

- a. In failing to monitor vehicles and accessories for the public safety;
- b. In failing to obtain evidence that services from this provider were

- adequate and regular inspections and maintenance performed;
- c. In failing to comply with the inspection and maintenance standard as promulgated by Federal Motor Carrier Safety Administration;
 - d. In allowing unsafe vehicles to be used by contractors in violation of 396.3 (a)(1), 395.75 (c), 393.75 (a) (1) and 393.75 (a) (1) of FMCSA;
 - e. In failing in particular, to inspect the pintle hook which was in a defective condition and therefore not properly attached to the trailer it was pulling, causing the same to come lose from the hitch and run into the oncoming lane causing the Plaintiff's death;
 - f. In approving the sub-contractor and the equipment which was contrary to FMCSA agreements;
 - g. In failing to realize that the pintle hook was unreasonably dangerous;
 - h. In failing to make sure all trucks and equipment was in compliance with local, state and federal rules and regulations;
 - i. In failing to pull over to the right or slow his vehicle when he knew or should have known in 100 yards plus prior to the collision when the trailer became unhitched;
 - j. In failing to properly inspect pintle hitch as required by FMCSA and the provisions therein;
 - k. In failing to do inspection and maintenance of hitches;
 - l. In disregarding prior reports from other drivers who had pulled the truck and trailer in question.
 - m. In failing to inspect and maintain continuity of inspections;
 - n. The Defendants knew or should have known that the pintle hook was not properly installed;

- o. In failing to provide a standard inspection procedure as to pintle hooks and/or trailer hitches required by the FMCSA standards before and after loads;
- p. In failing to hire a qualified County Debris Manager or monitor;
- q. In failing to provide inspectors at final disposal sites provided by the County who monitor vehicles safety provisions;
- r. In failing to require and release orders and contracts with requirements of FMCSA for inspection of vehicles;
- s. In failing to properly monitor and provide qualified personal to inspect and maintain safety services in accordance with the terms and conditions of the Proposal;
- t. In failing to examine the equipment of the sub-contractor prior to allowing the use of their equipment;
- u. In approving subcontractors which had inadequate training and inspection of equipment and who were not familiar with the rules as provided by the US Department of Transportation, in particularly the Federal Motor Carriers Safety Act;
- v. In failing to have a safety officer appointed to ascertain contractor compliance;
- w. In failing to inspect the equipment of county authorized representatives prior to the use by the contractor or contractors;
- x. In failing to monitor the management practices of the contractor or subcontractor;
- y. In failing to require the contractor CERES Environmental Services, Inc., in regards to the fitness of drivers and the obligations of safety;

AS TO DEFENDANTS

(Matt T. Dotson, Tim Tod Dotson, Brandi Dotson and Dotson & Son Logging, Inc.)

- a. In supplying the trailer without adequate instructions for its proper and safe use;
- b. In supplying the trailer without adequate warnings as to its potential danger;
- c. In supplying the trailer without adequate training as to its safe and proper use;
- d. In failing to properly secure, maintain and inspect the pintle hook;
- e. In supplying the trailer in a defective and unreasonably dangerous condition.

AS TO ALL DEFENDANTS

- a. In being vicariously liable and responsible for the acts and neglects of each Co-Defendants.

18. As the result of the careless, reckless acts and conduct of the Defendants as above set forth, said acts of negligence combining and concurring the Plaintiff was caused to come to her death, which by law an administrator has been appointed, the Plaintiffs are damaged in the following particulars to wit:

That under §15-51-20 this action is brought by the husband and next of kin of the deceased as provided by the Laws of the State of South Carolina, for both the wrongful death and conscious pain and suffering of Susan Schaffer, for which he has suffered the following damages to-wit:

He has suffered a pecuniary loss and economic loss for substantial amounts of money his wife would make with her Doctors Degree; that he suffered substantial mental shock and suffering; that he has suffered substantial wounded feelings; that he suffered substantial grief and sorrow; that he suffered a loss of companionship; that he suffered the deprivation of the

use and comfort of the deceased society including the loss of decedents experience, knowledge and judgement in managing the affairs of himself; that he has lost the services of his wife including those of a housewife and lover; that he lost the decedents ability to earn money for support, maintenance and care; that he has incurred substantial funeral expenses; that Susan Shaffer has lost her life and prior to her death underwent extreme but brief conscious pain and suffering all of these damages as provided under §19-1-150 of the Code of Laws into the future and that the Plaintiff herein is entitled to recover all damages, past, present and prospective which are naturally the consequences of the wrongful acts set forth herein.

That additionally the actions of the Defendants warrant punitive damages for the reckless, willful, wonton acts of the Defendants combining and concurring causing damages to this Plaintiff.

WHEREFORE, the Plaintiff's pray for judgment against the Defendants in such amounts as may be awarded by the jury, both actual and punitive damages, together with such other and further relief as this Court may deem to be just and proper.

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Beaufort, South Carolina
August 24th, 2017