

IN THE COMMON PLEAS COURT OF FRANKLIN COUNTY, OHIO

Estate of Shannon Wigfield
c/o Cooper Elliott, LLC
305 West Nationwide Boulevard
Columbus, Ohio 43215

and

E.W., minor child
c/o Cooper Elliott, LLC
305 West Nationwide Boulevard
Columbus, Ohio 43215

Plaintiffs,

v.

Mid-State Systems, Inc.
c/o Lee Zazworsky, Statutory Agent
9455 Lancaster Road
Hebron, Ohio 43025

and

Jacob D. McDonald
2230 Adamsville Road
Zanesville, Ohio 43701

and

Lee Zazworsky
944 Lancaster Road
Hebron, Ohio 43025

and

Honda Logistics North America, Inc.
c/o CT Corporation System
440 Easton Common Way, Suite 125
Columbus, Ohio 43219

and

Case No.

Judge

JURY DEMAND
ENDORSED HEREON

Honda Logistics, Inc. :
6, Ichibancho Ichibancho Square :
4F. Chiyoda-Ku, Tokyo 102-0082 :
Japan :

and :

One World Logistics of America, Inc. :
C/O CT Corporation System :
4400 Easton Common Way, Suite 125 :
Columbus, Ohio 43219 :

and :

CEVA Contract Logistics U.S., Inc. d/b/a :
CEVA Logistics U.S., Inc. :
c/o Truck Process Agents of America, Inc. :
46 Shopping Plaza #1111 :
Chagrin Falls, Ohio 44022 :

and :

Daimler Truck North America, LLC :
4555 North Channel Avenue :
Portland, Oregon 97217 :

and :

Fyda Freightliner Columbus, Inc. :
c/o Timothy J. Fyda :
1250 Walcutt Road :
Columbus, Ohio 44338 :

and :

Timothy J. Fyda :
1250 Walcutt Road :
Columbus, Ohio 43228, :

Defendants. :

COMPLAINT

This case arises from the tragic and senseless wrongful death of Shannon Wigfield and serious physical and mental injuries to her minor child, E.W. In the blink of an eye, Richard

Wigfield, Shannon's husband, lost his wife, and Shannon's three children, lost their mother. Their lives will never be the same.

1. This Complaint asserts claims for wrongful death, and serious and permanent personal injury resulting from a tractor-trailer driver, Defendant Jacob McDonald, who failed to brake before crashing into the SUV carrying Shannon and two others. Defendant McDonald's tractor-trailer crushed the vehicle in which Shannon was a passenger, before causing a chain reaction crash that killed three high school students, three adults, including Shannon Wigfield, and injured countless others.

2. This Complaint also asserts claims against several other responsible parties that could and should have prevented this tragic crash, that forever altered the lives of so many people in the Tuscarawas County area and beyond.

PARTIES, JURISDICTION, AND VENUE

3. Plaintiff, The Estate of Shannon Wigfield, was opened in Tuscarawas County, Ohio and Richard Wigfield has been appointed as Administrator by the Tuscarawas County Probate Court. Richard Wigfield is Shannon's husband, and she is also survived by her three children and other family members.

4. Defendant Mid-State Systems, Inc. is a corporation formed under the laws of the State of Ohio with a principal place of business in Hebron, Ohio. Mid-State Systems is a registered motor common carrier (DOT # 214896, MC # 153267) for the transportation of goods in interstate commerce.

5. Defendant Jacob D. McDonald is a resident of Zanesville, Ohio, located in Muskingum County. McDonald drove the tractor-trailer for Mid-State Systems that caused the crash.

6. Defendant Lee Zazworsky is an officer of Mid-State Systems and a citizen of the State of Ohio who resides at 944 Lancaster Road, Hebron, Ohio, 43025.

7. Defendant Honda Logistics North America, Inc. is a corporation organized and existing under the laws of the State of Delaware with its principal place of business in East Liberty, Ohio. Honda Logistics North America has designated CT Corporation System located at 4400 Easton Commons Way, Suite 125, Columbus, Ohio 43219, as its agent for service of process.

8. Defendant Honda Logistics, Inc. is a business entity organized and existing under the laws of Japan with its principal place of business in Tokyo, Japan. Its headquarters are located at 6, Ichibancho, Ichibancho Square, 4F. Chiyoda-Ku, Tokyo 102-0082, Japan. Honda Logistics regularly conducts business in the State of Ohio.

9. Defendant One World Logistics of America, Inc. is a for-hire motor carrier operating commercial motor vehicles transporting property in interstate commerce. It is registered with the Federal Motor Carrier Safety Administration with a USDOT number of 811350 and is a business entity organized and existing under the laws of the State of Delaware with its principal place of business in East Liberty, Ohio. One World Logistics has designated CT Corporation System, located at 4400 Easton Commons Way, Ste. 125, Columbus, Ohio 43219, as its agent for the purposes of service of process of this complaint under 49 C.F.R. §366.

10. CEVA Contract Logistics U.S., Inc. d/b/a CEVA Logistics U.S., Inc. is a for-hire motor carrier operating commercial motor vehicles transporting property in interstate commerce. It is registered with the Federal Motor Carrier Safety Administration with a USDOT number of 187774 and is a business entity organized and existing under the laws of the State of Delaware with its principal place of business in Houston, Texas. CEVA has designated Truck Process Agents

of America, Inc., 46 Shopping Plaza #1111, Chagrin Falls, Ohio 44022 as its agent for the purposes of service of process of this complaint under 49 C.F.R. §366.

11. Defendant Daimler Truck North America, LLC. is a Delaware corporation with its principal place of business located in Portland, Oregon. Its headquarters are located at 4555 North Channel Avenue, Portland, Oregon 97217. Daimler Truck regularly conducts business in the State of Ohio.

12. Defendant Fyda Freightliner Columbus, Inc. is a business entity organized and existing under the laws of the State of Ohio with its principal place of business in Columbus, Ohio. Fyda has designated Timothy Fyda, located at 1250 Walcutt Road, Columbus, Ohio 43219, as its agent for service of process.

13. Defendant Timothy Joseph Fyda is an officer of Fyda Freightliner Columbus, Inc. and is a citizen of the State of Ohio and resides at 1250 Walcutt Road Columbus, Ohio 43228.

14. This Court has subject matter jurisdiction under R.C. 2305.01 as well as personal jurisdiction over the Defendants.

15. Venue is proper in this Court as multiple Defendants are located in Franklin County, Ohio. Accordingly, Franklin County is the proper venue pursuant to Civil Rule 3(C)(2).

BACKGROUND FACTS
Shannon Wigfield



16. This is Shannon Wigfield. For the past 24 years, Shannon was an English teacher at Buckeye Career Center in New Philadelphia.

17. She enjoyed shopping, crafting, and most of all, she enjoyed helping others. She was universally loved by those who were fortunate enough to know her.

18. Shannon was tragically killed on November 14, 2023 because of the defendants' negligent and reckless conduct.

19. She was 46 years old and survived by her husband, Richard, and her three minor children.

The Crash

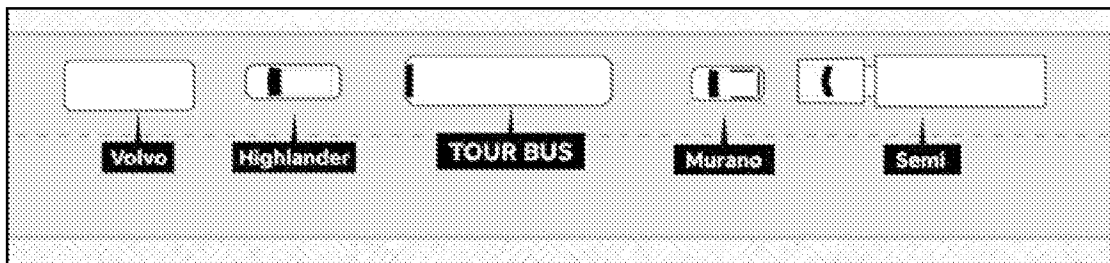
20. Around 8:52 a.m., on November 14, 2023, Shannon Wigfield was a passenger in a Nissan Murano traveling westbound on I-70.

21. At that location, I-70 is a divided, four-lane roadway with a 70-mph speed limit.

22. Behind the Nissan was a tractor-trailer operated by defendant Jacob McDonald on behalf of defendant Mid-State Systems, Inc.

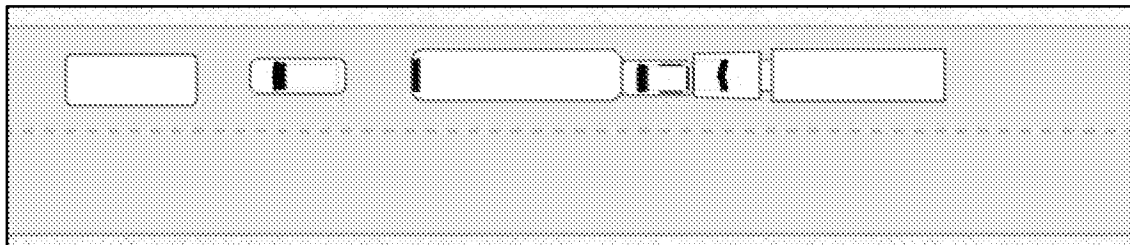
23. Defendant Jacob McDonald was driving a 2019 Freightliner (VIN # 3AKJHHDR4KSKJ3441) owned by Defendant Mid-State Systems, Inc. and designed and manufactured by Defendant DTNA.

24. As defendant McDonald reached the area of mile marker 118.7, it encountered slowing traffic that formed due to an earlier crash near mile marker 117.2.

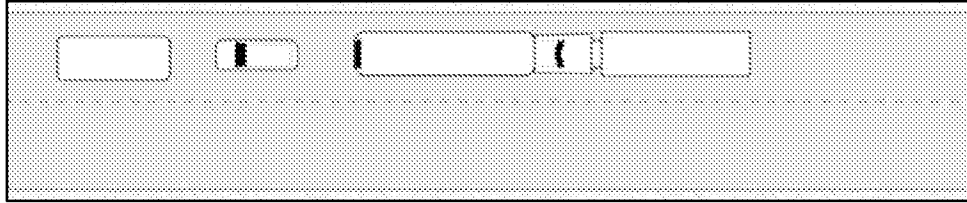


25. While other traffic slowed accordingly, defendant McDonald did not slow and struck the rear of the 2015 Nissan Murano in which Shannon Wigfield and two others were passengers.

26. Defendant Jacob McDonald, while in the course and scope of his employment with Mid-State Systems, failed to brake at all and crashed into the Nissan Murano. Defendants' tractor-trailer overrode the Nissan, killing everyone inside:

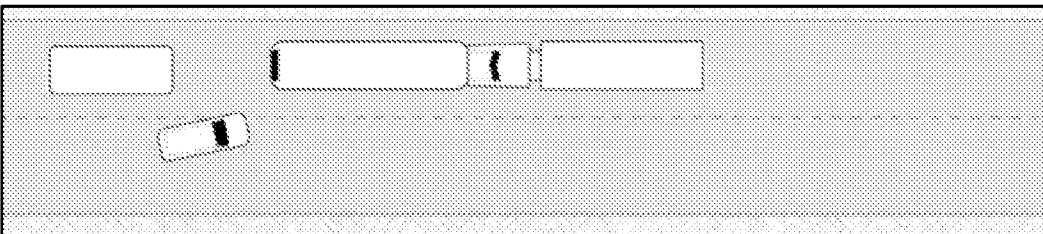
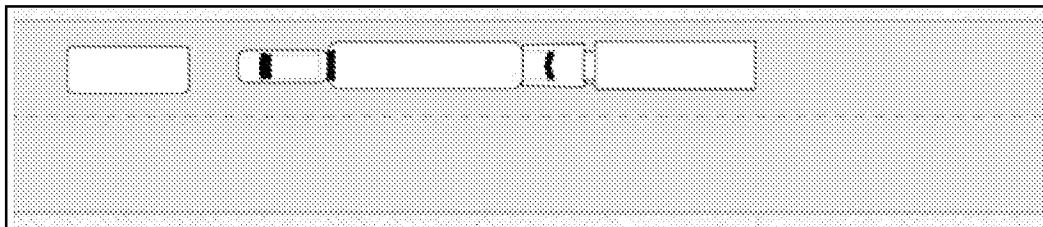


27. After overriding the Nissan Murano, Defendant McDonald's tractor-trailer crashed into the back of Pioneer Trails' charter bus, causing a fire in both vehicles:

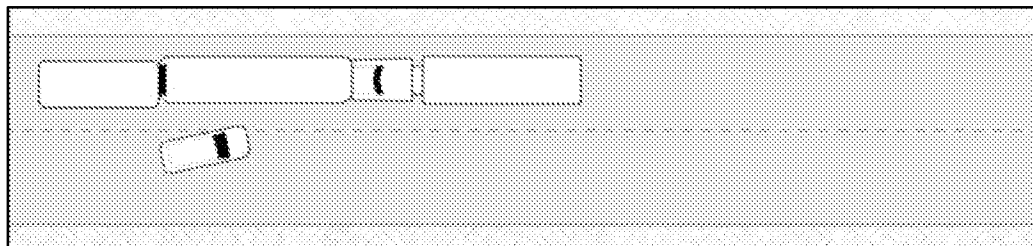


28. The Pioneer Trails charter bus was carrying 57 people, most of which were students at Tuscarawas Valley. Three of those students were killed and many others were injured.

29. The force of the impact between Defendants' tractor trailer and the Pioneer Trails' charter bus caused the bus to crash into a Toyota Highlander in front of it, making it veer into the left lane:



30. The bus then rear-ended another commercial vehicle.



31. The commercial vehicle in front of the line (the last vehicle hit) was travelling approximately 10 mph at the time of the crash.

32. This was the result of Defendants' negligent, reckless, and illegal conduct:



33. All told, six people—three adults and three high school students—were killed and countless others were injured.

34. One of the most tragic things about this crash is that it was entirely preventable. The truck driven by Jacob McDonald—a 2019 Freightliner Cascadia—lacked a crucial crash avoidance system that would have saved lives by alerting the truck driver and slowing or stopping the vehicle. Sold by Fyda Freightliner Columbus, Inc., and manufactured by Daimler Truck North America, the absence of safety technology on this large truck shows a disregard for human life.

COUNT I
(Negligence *Per Se*—Jacob McDonald)

35. Plaintiffs repeat and reallege the allegations set forth in the preceding paragraphs as if fully rewritten herein.

36. Defendant McDonald had a duty to operate his vehicle safely and to avoid violating city and state laws and ordinances regulating the proper operation of motor vehicles on public streets, which includes, but is not limited to, R.C. § 4511.21(A).

37. Defendant McDonald had a duty to operate his vehicle safely by, among other things, traveling at a lawful rate of speed and maintaining an assured cleared distance between his vehicle and other vehicles.

38. Defendant McDonald owed Plaintiffs a duty to drive with care to avoid operating his vehicle with a willful or wanton disregard for the safety of others.

39. Defendant McDonald owed Plaintiffs a duty to drive with care so as to avoid harming others on the road.

40. Defendant McDonald violated his duties by failing to operate his vehicle safely and by failing to brake and causing a chain reaction crash that killed Shannon Wigfield and five others. Further, Defendant McDonald's failure to maintain an assured cleared distance ahead constitutes negligence *per se*.

41. Further, Defendant Jacob McDonald violated state and federal statutes and regulations, including but not limited to 49 C.F.R. § § 350-399, as adopted by O.A.C. 4901:2-5-02 through 4901:2-5-08.

42. As a direct and proximate result of Defendants' unlawful conduct, Shannon Wigfield suffered a wrongful death and conscious pain and suffering, and her Estate has sustained economic loss, pain and suffering, loss of consortium, mental anguish, loss of services, and all other remedies permitted under Ohio law.

43. Further, as a direct and proximate result of Defendants' unlawful conduct, E.W. has suffered bodily injury, pain and suffering, mental anguish, loss of capacity for enjoyment of life, reasonable and necessary medical expenses, medical treatment, stress, and anxiety. E.W.'s injuries and losses are both severe and continuing, as Plaintiffs' injuries and losses will continue into the future.

COUNT II
(Negligence/Recklessness—Jacob McDonald)

44. Plaintiffs repeat and reallege the allegations set forth in the preceding paragraphs as if fully rewritten herein.

45. Defendant McDonald had a duty to safely and lawfully operate his commercial tractor-trailer at the time of the crash.

46. Defendant McDonald breached that duty by failing to brake in traffic and causing a five-vehicle chain reaction crash that killed six people and injured countless others. In doing so, McDonald exhibited indifference to the serious consequences of his actions and disregarded a substantial and unjustifiable risk that his conduct was likely to cause serious injury to nearby motorists, including passengers such as Shannon Wigfield and her minor child who was a passenger on the Pioneer Trails bus.

47. As a direct and proximate result of Defendants' unlawful conduct, Shannon Wigfield suffered a wrongful death and conscious pain and suffering, and her Estate has sustained economic loss, pain and suffering, loss of consortium, mental anguish, loss of services, and all other remedies permitted under Ohio law.

48. Further, as a direct and proximate result of Defendants' unlawful conduct, E.W. has suffered bodily injury, pain and suffering, mental anguish, loss of capacity for enjoyment of life, reasonable and necessary medical expenses, medical treatment, stress, and anxiety. E.W.'s injuries and losses are both severe and continuing, as Plaintiffs' injuries and losses will continue into the future.

COUNT III
(*Respondeat Superior*—Mid-State Systems)

49. Plaintiffs repeat and reallege the allegations set forth in the preceding paragraphs as if fully rewritten herein.

50. Defendant McDonald was an employee, agent, and/or servant of Mid-State Systems and was acting within the course and scope of his employment with Mid-State Systems at the time of the crash. Under the common law principles of *respondeat superior*, as well as agency principles, Mid-State Systems is vicariously liable for McDonald's conduct.

51. As a direct and proximate result of Defendants' unlawful conduct, Shannon Wigfield suffered a wrongful death and conscious pain and suffering, and her Estate has sustained economic loss, pain and suffering, loss of consortium, mental anguish, loss of services, and all other remedies permitted under Ohio law.

52. Further, as a direct and proximate result of Defendants' unlawful conduct, E.W. has suffered bodily injury, pain and suffering, mental anguish, loss of capacity for enjoyment of life, reasonable and necessary medical expenses, medical treatment, stress, and anxiety. E.W.'s injuries and losses are both severe and continuing, as Plaintiffs' injuries and losses will continue into the future.

COUNT IV
(Negligence – Mid-State Systems, Inc.)

53. Plaintiffs repeat and reallege the allegations set forth in the preceding paragraphs as if fully rewritten herein.

54. Defendant Lee Zazworsky is a defendant in this proceeding in part to satisfy the pleading requirements of the Ohio Supreme Court's recent decision in *Clawson v. Heights Chiropractic Physicians, L.L.C.*, 2022-Ohio-4154 (Nov. 23, 2022) which arguably requires filing

suit against the employees of a business who were actors participating in the negligence of the business in order to hold the business vicariously liable pursuant to the doctrine of respondeat superior.

55. Defendant Mid-State Systems, Inc. ("Mid-State") owned the 2019 Freightliner Cascadia tractor operated by Jacob McDonald and involved with the crash at issue.

56. In 2019 Freightliner Cascadia tractors came standard with Detroit Assurance safety systems, including active brake assist, to prevent crashes.

57. Upon information and belief, Defendant Mid-State explicitly rejected the Detroit Assurance safety systems for a delete credit against the purchase price of the tractor.

58. Defendant Mid-State had a duty to avail itself of all the standard safety systems that came with the Freightliner tractor.

59. Defendant Mid-State failed in the above-mentioned duty by intentionally rejecting a standard safety system.

60. Defendant Mid-State also had a duty to act reasonably in hiring, instructing, training, supervising, and retaining all drivers operating under its federal motor carrier operating authority and other employees and agents, including Defendant Jacob McDonald, and to promulgate and enforce policies, procedures, and rules to ensure that its drivers and vehicles were reasonably safe. Defendant Mid-State had a duty to exercise reasonable care in all its actions and omissions. Defendant Mid-State had a duty to exercise reasonable care in entrusting its vehicles and equipment, with reasonably available safety features, to responsible, competent, and qualified drivers.

61. Defendant Mid-State also had a duty to exercise reasonable care in establishing and enforcing rules and safeguards to ensure its drivers do not drive while distracted and to create a corporate culture that encourages safe driving practices.

62. Defendant Mid-State failed in the above-mentioned duties and was therefore negligent.

63. As a direct and proximate result of Defendants' unlawful conduct, Shannon Wigfield suffered a wrongful death and conscious pain and suffering, and her Estate has sustained economic loss, pain and suffering, loss of consortium, mental anguish, loss of services, and all other remedies permitted under Ohio law.

64. Further, as a direct and proximate result of Defendants' unlawful conduct, E.W. has suffered bodily injury, pain and suffering, mental anguish, loss of capacity for enjoyment of life, reasonable and necessary medical expenses, medical treatment, stress, and anxiety. E.W.'s injuries and losses are both severe and continuing, as Plaintiffs' injuries and losses will continue into the future.

COUNT V
(Vicarious Liability – One World Logistics of America, Inc.)

65. Plaintiffs repeat and reallege the allegations set forth in the preceding paragraphs as if fully rewritten herein.

66. Defendant One World Logistics of America, Inc. ("One World Logistics") had the right to control the manner of work performed, the right to discharge, the method of payment, and/or the level of skill involved, among other things, with respect to Defendant Mid-State.

67. Defendant One World Logistics imposed a "Just-in-Time Delivery" method to the work assigned to Defendant Mid-State. "Just-in-Time Delivery" is an inventory and supply chain

management approach which aims to increase efficiency by controlling the manner of work performed so the receiver does not have to maintain a large inventory of the product being shipped.

68. At all times relevant, Defendant One World Logistics acted through their employees or agents who were acting within the scope of their employment or agency with One World Logistics.

69. The actions and omissions of Defendants Jacob McDonald and Mid-State were committed within the course and scope of their employment and/or agency with Defendant One World Logistics.

70. As principal or employer of Defendants Mid-State, Defendant One World Logistics is vicariously liable for the negligence of Defendants Mid-State and the damages proximately caused thereby.

71. Defendant One World Logistics also is vicariously liable for the collision as a motor carrier for the load, and as statutory employer of Defendants Jacob McDonald and Mid-State.

COUNT VI
(Negligence of One World Logistics of America, Inc.)

72. Plaintiffs repeat and reallege the allegations set forth in the preceding paragraphs as if fully rewritten herein.

73. Defendant One World Logistics hired or contracted with Mid-State, an unsafe motor carrier with a number of inspection violations and crashes.

74. At all relevant times, Defendant One World Logistics owed the public at large, including E.W., Shannon Wigfield, and her family, a duty to exercise ordinary care and act reasonably in arranging transportation on public roadways, in investigating the fitness of Mid-State prior to hiring the company to carry the load on public highways and not to hire or retain a trucking company that One World Logistics knew or should have known posed a risk of harm to

others and which was otherwise not competent or fit to operate commercial motor vehicles on public roadways.

75. Mid-State was an unsafe truck company that neglected to adequately train its driver, Defendant Jacob McDonald.

76. Mid-State was an unsafe truck company that neglected to implement safety procedures and purchase and employ safety technology on its tractor trailers.

77. Mid-State's negligence was a direct and a proximate cause of this fatal collision.

78. Defendant One World Logistics negligently breached the above mentioned duties, which it owed to the motoring public, including Shannon Wigfield and E.W., by failing to exercise due care in arranging the transportation for the load, by hiring or retaining Mid-State when One World Logistics either knew or should have known that Mid-State posed a risk of harm to others and was otherwise incompetent and unfit to perform the duties of an interstate motor carrier, or intentionally chose not to know.

79. Defendant One World Logistics' negligence was a direct and a proximate cause of the injuries to E.W., the injuries and death of Shannon Wigfield, and the damages described in this Complaint.

COUNT VII
(Vicarious Liability – Honda Logistics North America, Inc.)

80. All allegations and causes of action in this Complaint, pleaded above and below, are incorporated into this cause of action by reference.

81. Defendant Honda Logistics North America, Inc. had the right to control the manner of work performed, the right to discharge, the method of payment, and the level of skill involved, among other things, with respect to Defendants Mid-State and One World Logistics.

82. Defendant Honda Logistics North America, Inc. imposed a “Just-in-Time Delivery” method to the work assigned to Defendant Mid-State or Defendant One World Logistics, a wholly owned subsidiary of Honda Logistics North America, Inc. “Just-in-Time Delivery” is an inventory and supply chain management approach which aims to increase efficiency by controlling the manner of work performed so the receiver, in this instance an affiliated Honda facility, does not have to maintain a large inventory of the product being shipped.

83. At all times relevant, Defendant Honda Logistics North America, Inc. acted through their employees or agents who were acting within the scope of their employment or agency with Honda Logistics North America, Inc.

84. The actions and omissions of Defendants Jacob McDonald, Mid-State, and One World Logistics were committed within the course and scope of their employment or agency with Defendant Honda Logistics North America, Inc.

85. As principal or employer of Defendants Mid-State and One World Logistics, Defendant Honda Logistics North America, Inc. is vicariously liable for the negligence of Defendants Mid-State and One World Logistics and the damages proximately caused thereby.

COUNT VIII
(Negligence – Honda Logistics North America, Inc.)

86. All allegations and causes of action in this Complaint, pleaded above and below, are incorporated into this cause of action by reference.

87. Defendant Honda Logistics North America, Inc. hired or contracted with One World Logistics who it knew failed to properly vet the motor carriers it used to transport goods.

88. At all relevant times, Defendant Honda Logistics North America, Inc. owed the public at large, including E.W, Shannon Wigfield, and her family, a duty to exercise ordinary

care and act reasonably in arranging transportation on public roadways, in ensuring One World Logistics operated reasonably safely and properly vetted the motor carriers it subcontracted with to carry the load on public highways.

89. One World Logistics was a company that failed to reasonably investigate the safety record and safety procedures of the motor carriers it hired or subcontracted with, or hired motor carriers it knew or reasonably should have known were unsafe.

90. One World Logistics' negligence was a direct and a proximate cause of this fatal collision. Defendant Honda Logistics North America, Inc. negligently breached the above mentioned duties, which it owed to the motoring public, including E.W. and Shannon Wigfield, by failing to exercise due care in arranging the transportation for the load, by hiring or retaining One World Logistics when Honda Logistics North America, Inc. either knew or should have known that One World Logistics posed a risk of harm to others and was otherwise incompetent and unfit to perform its duties or intentionally chose not to know.

91. Defendant Honda Logistics North America, Inc.'s negligence was a direct and a proximate cause of the injuries and death of Shannon Wigfield and the damages described in this Complaint.

COUNT IX
(Vicarious Liability of Honda Logistics, Inc.)

92. All allegations and causes of action in this Complaint, pleaded above and below, are incorporated into this cause of action by reference. Defendant Honda Logistics, Inc. had the right to control the manner of work performed, the right to discharge, the method of payment, and the level of skill involved, among other things, with respect to Defendants Mid-State and One World Logistics.

93. Defendant Honda Logistics, Inc. imposed a “Just-in-Time Delivery” method to the work assigned to Defendant Mid-State or Defendant One World Logistics, a wholly owned subsidiary of Honda Logistics North America, Inc. “Just-in-Time Delivery” is an inventory and supply chain management approach which aims to increase efficiency by controlling the manner of work performed so the receiver, in this instance an affiliated Honda facility, does not have to maintain a large inventory of the product being shipped.

94. At all times relevant, Defendant Honda Logistics, Inc. acted through their employees or agents who were acting within the scope of their employment or agency with Honda Logistics, Inc.

95. The actions and omissions of Defendants Jacob McDonald, Mid-State, and One World Logistics were committed within the course and scope of their employment or agency with Defendant Honda Logistics, Inc.

96. As principal or employer of Defendants Mid-State and One World Logistics, Defendant Honda Logistics, Inc. is vicariously liable for the negligence of Defendants Mid-State and One World Logistics and the damages proximately caused thereby.

COUNT X
(Negligence – Honda Logistics, Inc.)

97. Plaintiffs repeat and reallege the allegations set forth in the preceding paragraphs as if fully rewritten herein.

98. Defendant Honda Logistics, Inc. hired or contracted with One World Logistics who it knew failed to properly vet the companies it used to transport goods.

99. At all relevant times, Defendant Honda Logistics, Inc. owed the public at large, including E.W., Shannon Wigfield, and her family, a duty to exercise ordinary care and act reasonably in arranging transportation on public roadways, in ensuring One World Logistics

operated reasonably safely and properly vetted the companies it subcontracted with to carry the load on public highways.

100. One World Logistics was a company that failed to reasonably investigate the safety record and safety procedures of the companies it hired or subcontracted with, or hired companies it knew or reasonably should have known were unsafe.

101. One World Logistics' negligence was a direct and a proximate cause of this fatal collision.

102. Defendant Honda Logistics, Inc. negligently breached the above mentioned duties, which it owed to the motoring public, including E.W. and Shannon Wigfield, by failing to exercise due care in arranging the transportation for the load, by hiring or retaining One World Logistics when Honda Logistics, Inc. either knew or should have known that One World Logistics posed a risk of harm to others and was otherwise incompetent and unfit to perform its duties, or intentionally chose not to know.

103. In the alternative, Honda Logistics, Inc. hired or contracted with Honda Logistics, North America, Inc. who it knew failed to properly vet the companies it used to arrange the transportation of goods.

104. At all relevant times, Defendant Honda Logistics, Inc. owed the public at large, including E.W., Shannon Wigfield, and her family, a duty to exercise ordinary care and act reasonably in arranging transportation on public roadways, in ensuring that Honda Logistics North America, Inc. operated reasonably safely and properly vetted the companies it subcontracted with to carry the load on public highways.

105. Defendant Honda Logistics, Inc.'s negligence was a direct and a proximate cause of the injuries and death of Shannon Wigfield and the damages described in this Complaint.

106. Defendant Honda Logistics, Inc. negligently breached the above mentioned duties, which it owed to the motoring public, including E.W. and Shannon Wigfield, by failing to exercise due care in hiring or retaining Honda Logistics North America, Inc., when Honda Logistics, Inc. knew or should have known that Honda Logistics North America, Inc. posed a risk of harm to others and was otherwise incompetent and unfit to perform its duties or intentionally chose not to know.

COUNT XI
(Vicarious Liability – CEVA Contract Logistics US, Inc.)

107. All allegations and causes of action in this Complaint, pleaded above and below, are incorporated into this cause of action by reference.

108. Defendant CEVA had the right to control the manner of work performed, the right to discharge, the method of payment, and the level of skill involved, among other things, with respect to Defendants Mid-State and One World Logistics.

109. Defendant CEVA imposed a “Just-in-Time Delivery” method to the work assigned to Defendant Mid-State or Defendant One World Logistics. “Just-in-Time Delivery” is an inventory and supply chain management approach which aims to increase efficiency by controlling the manner of work performed so the receiver does not have to maintain a large inventory of the product being shipped.

110. At all times relevant, Defendant CEVA acted through their employees or agents who were acting within the scope of their employment or agency with CEVA.

111. The actions and omissions of Defendants Jacob Dewayne McDonald, Mid-State, and One World Logistics were committed within the course and scope of their employment or agency with Defendant CEVA.

112. As principal or employer of Defendants Mid-State and One World Logistics, Defendant CEVA is vicariously liable for the negligence of Defendants Mid-State and One World Logistics and the damages proximately caused thereby.

COUNT XII
(Negligence – CEVA Contract Logistics, US, Inc.)

113. Plaintiffs repeat and reallege the allegations set forth in the preceding paragraphs as if fully rewritten herein.

114. Defendant CEVA hired or contracted with One World Logistics who it knew failed to properly vet the companies it used to transport goods.

115. At all relevant times, Defendant CEVA owed the public at large, including Shannon Wigfield and her family, a duty to exercise ordinary care and act reasonably in arranging transportation on public roadways, in ensuring One World Logistics operated reasonably safely and properly vetted the companies it subcontracted with to carry the load on public highways.

116. One World Logistics was a company that failed to reasonably investigate the safety record and safety procedures of the companies it hired or subcontracted with, or hired companies it knew or reasonably should have known were unsafe.

117. One World Logistics' negligence was a direct and a proximate cause of this fatal collision.

118. Defendant CEVA negligently breached the above mentioned duties, which it owed to the motoring public, including E.W. and Shannon Wigfield, by failing to exercise due care in arranging the transportation for the load, by hiring or retaining One World Logistics when CEVA either knew or should have known that One World Logistics posed a risk of harm to

others and was otherwise incompetent and unfit to perform its duties, or intentionally chose not to know.

119. Defendant CEVA's negligence was a direct and a proximate cause of the injuries and death of Shannon Wigfield and the damages described in this Complaint.

COUNT XIII

**(Joint Venture – Honda Logistics North America, Inc., Honda Logistics, Inc.,
One World Logistics of America, Inc., CEVA Contract Logistics US, Inc.,
Mid-State Systems, Inc., and Jacob McDonald)**

120. Plaintiffs repeat and reallege the allegations set forth in the preceding paragraphs as if fully rewritten herein.

121. Honda Logistics North America, Honda Logistics, One World Logistics, CEVA, Mid-State Systems, and Jacob McDonald entered into an agreement or agreements, written or implied, intending to associate as joint venturers to transport a load of vehicle parts (car batteries), to a Honda plant in East Liberty, Ohio and a warehouse terminal in East Liberty, Ohio, sharing the profits and losses.

122. The above Defendants shared equal control or authority in the "Just-in-Time Delivery" delivery method used to plan the timing and delivery of the load.

123. Honda Logistics North America, Honda Logistics, and One World Logistics are related entities that planned and implemented the "Just-In-Time Delivery" logistics for the load in question, which CEVA took advantage and made use of Mid-State Systems, Inc., and Jacob McDonald undertook the transportation.

124. As a Joint Venture, Honda Logistics North America, Honda Logistics, One World Logistics, CEVA, Mid-State Systems, and Jacob McDonald are jointly and severally liable for the negligent acts and omissions of the other venturers.

COUNT XIV
(Strict Product Liability – Daimler Truck North America, LLC)

125. All allegations and causes of action in this Complaint, pleaded above and below, are incorporated into this cause of action by reference.

126. This is, in part, a product defect case, under R.C. § 2707.72, with respect to the 2019 Freightliner Cascadia tractor that was involved in the crash, VIN 3AKJHHDR4KSKJ3441. The tractor was designed, manufactured, assembled, marketed, and sold by Defendant Daimler Truck North America, LLC.

127. Defendant Daimler Truck produced, manufactured, designed, marketed and/or distributed the tractor that was defective in design or manufacture or both when the tractor left the hands of Daimler Truck without the Detroit Assurance safety systems (crash avoidance technology, including active brake assist), and the foreseeable risks of harm to third parties exceeded the benefits associated with the design and manufacture of the tractor. The tractor was unreasonably dangerous. Defendant Daimler Truck researched, produced, manufactured, designed, marketed, and/or distributed the tractor that was defective in that it lacked the Detroit Assurance safety systems (crash avoidance technology, including active brake assist) despite the Detroit Assurance safety systems being standard equipment on Freightliner Cascadia tractors.

128. The tractor's VIN shows that it was intended to have crash imminent braking, forward collision warning, and dynamic brake support. These are all aspects of the Detroit Assurance safety systems. None of those features were present on the truck.

129. The tractor deviated in a material way from the Daimler Truck design specifications and performance standards at the time it left control of Daimler Truck.

130. Defendant Daimler Truck's tractor was expected to and did reach the possession of Defendants Fyda Freightliner and Mid-State without substantial change in condition.

131. If the tractor had been designed and manufactured with the Detroit Assurance safety systems (crash avoidance technology, including active brake assist) that are standard equipment, then the tractor would have automatically stopped before crashing into the SUV or at the very least mitigating the severity of the crash, regardless of Jacob McDonald's level of attentiveness, and Shannon Wigfield would not have died.

132. The tractor was defectively designed, manufactured, assembled, marketed and sold by Defendant Daimler Truck in that it lacked life-saving technology, including the Detroit Assurance safety system, a feature that is also designed and manufactured by Daimler Truck, that has proven effective in preventing and mitigating rear end crashes, and that Daimler Truck includes as standard equipment on its Freightliner Cascadia tractors, like the one operated by Jacob Dewayne McDonald at the time of the crash.

133. At the time the tractor left control of Defendant Daimler Truck, there were safer alternative designs other than those of the tractor. Moreover, there were safer alternative designs designed and manufactured by Daimler Truck. The foreseeable risks of failing to include the Detroit Assurance safety system, which was standard equipment on the tractor, outweigh the benefits associated with failing to include the Detroit Assurance safety system.

134. Daimler Truck used safer alternative designs as the default standard equipment on its Freightliner Cascadia tractors. The safer alternative designs would have included the Detroit Assurance safety systems, which would have either prevented or significantly reduced the risk of rear end crashes without substantially impairing the utility of the tractor, and the safer alternative designs were economically and technologically feasible at all times relevant.

135. The defective condition of the tractor as produced, manufactured, designed, marketed and/or distributed by Defendant Daimler Truck, and the negligence, carelessness, and

other wrongdoing and actions of Defendant Daimler Truck described herein, were a direct and a proximate cause of the injuries and death of the Shannon Wigfield and the damages described in this Complaint.

COUNT XV
(Negligence – Daimler Truck North America, LLC)

136. Plaintiffs repeat and reallege the allegations set forth in the preceding paragraphs as if fully rewritten herein.

137. Defendant Daimler Truck owed E.W. and Shannon Wigfield a duty to use due care in the development, testing, planning, design, marketing, and sale of the tractor such that purchasers could not refuse standard safety equipment, such as the Detroit Assurance safety systems.

138. Defendant Daimler Truck breached that duty and was negligent in designing, manufacturing, assembling, marketing, distributing, and selling the tractors without the Detroit Assurance safety systems, which are standard equipment on Freightliner Cascadia tractors, such as the one involved in this crash.

139. Defendant Daimler Truck was negligent in choosing to disregard and ignore generally accepted principles of hazard control (“design, guard and warn”) and failing to inform consumers like Defendants Fyda Freightliner and Mid-State about the substantial risks and dangers of operating a Class 8, commercial semi-tractor without the Detroit Assurance safety systems (crash avoidance technology, including active brake assist).

140. Defendant Daimler Truck was negligent in choosing to disregard and ignore its obligation to hold the safety of the public paramount.

141. Plaintiffs’ injuries and damages were proximately caused by the negligence of Defendant Daimler Truck.

142. Defendant Daimler Truck knew or in the exercise of reasonable care should have known that the tractor presented an unaccepted risk to other motorists and would result in damages that were foreseeable and readily avoidable.

143. The above negligent acts and omissions on the part of Defendant Daimler Truck, singularly and cumulatively, were a proximate cause of the injuries and death of Shannon Wigfield and the damages described in this Complaint.

COUNT – XVI
(Negligence – Fyda Freightliner Columbus, Inc. and Timothy J. Fyda)

144. All allegations and causes of action in this Complaint, pleaded above and below, are incorporated into this cause of action by reference.

145. Defendant Timothy Joseph Fyda is a defendant in this proceeding to satisfy the pleading requirements of the Ohio Supreme Court’s recent decision in *Clawson v. Heights Chiropractic Physicians, L.L.C.*, 2022-Ohio-4154 (Nov. 23, 2022) which arguably requires filing suit against the employees of a business who were actors participating in the negligence of the business in order to hold the business vicariously liable pursuant to the doctrine of respondeat superior.

146. Defendant Fyda Freightliner owed E.W. and Shannon Wigfield a duty to use due care in the marketing and sale of the tractor such that purchasers could not refuse standard safety equipment, such as the Detroit Assurance safety systems (crash avoidance technology, including active brake assist).

147. Defendant Fyda Freightliner breached that duty and was negligent in marketing, distributing, and selling the tractor without the Detroit Assurance safety systems (crash avoidance technology, including active brake assist), which are standard equipment on Freightliner Cascadia tractors, such as the one involved in this crash.

148. Defendant Fyda Freightliner was negligent in choosing to disregard and ignore generally accepted principles of safety engineering and the safety hierarchy (i.e. design, guard and warn), failing to warn consumers like Defendant Mid-State of the substantial risks and dangers of operating a Class 8, semi-tractor without Detroit Assurance safety systems (crash avoidance technology, including active brake assist).

149. Defendant Fyda Freightliner was negligent in choosing to disregard and ignore its obligation to hold the safety of the public paramount.

150. Defendant Fyda Freightliner knew or in the exercise of reasonable care should have known that the tractor presented an unacceptable risk to other motorists and would result in damages that were foreseeable and readily avoidable.

151. The above negligent acts and omissions on the part of Defendant Fyda Freightliner, singularly and cumulatively, were a proximate cause of the injuries and death of Shannon Wigfield and the damages described in this Complaint.

COUNT – XVII
**(Joint Venture – Daimler Truck North America, LLC
and Fyda Freightliner Columbus, Inc.)**

152. Plaintiffs repeat and reallege the allegations set forth in the preceding paragraphs as if fully rewritten herein.

153. Daimler Truck and Fyda Freightliner entered into an agreement or agreements, written or implied, intending to associate as joint venturers to construct, market, and sell the Freightliner tractor owned by Mid-State Systems and involved in the crash that killed Shannon Wigfield and injured E.W. Daimler Truck and Fyda Freightliner shared equal control or authority over the removal of or construction without the standard Detroit Assurance safety

systems (crash avoidance technology, including active brake assist) equipment and the marketing of the available delete credit for doing so.

154. Daimler Truck and Fyda Freightliner shared profits and losses from the sale of the tractor.

155. As a Joint Venture, Daimler Truck and Fyda Freightliner are jointly and severally liable for the negligent acts and omissions of each other.

COUNT – XVIII
(Survival Action)

156. Plaintiffs repeat and reallege the allegations set forth in the preceding paragraphs as if fully rewritten herein.

157. As a direct and a proximate result of the negligence of all Defendants, Shannon Wigfield experienced pre-impact terror and conscious anguish, suffering and pain prior to her death.

158. As a direct and a proximate result of Defendants' negligence, Shannon Wigfield's property and personal effects, including clothing and electronic devices, were damaged or destroyed.

159. Defendant Jacob McDonald's actions demonstrate a conscious disregard for the rights and safety of Shannon Wigfield and the rest of the motoring public, acting with reckless indifference to the consequences to others despite being aware of his conduct and knowing there was a great probability of causing substantial harm. Accordingly, Plaintiff demands punitive damages against Defendant Jacob McDonald.

160. Defendant Mid-State's actions demonstrate a conscious disregard for the rights and safety of Shannon Wigfield and the rest of the motoring public, acting with reckless indifference to the consequences to others despite being aware of its conduct and knowing there

was a great probability of causing substantial harm. Accordingly, Plaintiff demands punitive damages against Defendant Mid-State.

161. Defendant Lee Zazworsky's actions demonstrate a conscious disregard for the rights and safety of Shannon Wigfield and the rest of the motoring public, acting with reckless indifference to the consequences to others despite being aware of his conduct and knowing there was a great probability of causing substantial harm. Accordingly, Plaintiff demands punitive damages against Defendant Lee Zazworsky.

162. Defendant One World Logistics' actions demonstrate a conscious disregard for the rights and safety of Shannon Wigfield and the rest of the motoring public, acting with reckless indifference to the consequences to others despite being aware of its conduct and knowing there was a great probability of causing substantial harm. Accordingly, Plaintiff demands punitive damages against Defendant One World Logistics.

163. Defendant CEVA's actions demonstrate a conscious disregard for the rights and safety of Shannon Wigfield and the rest of the motoring public, acting with reckless indifference to the consequences to others despite being aware of its conduct and knowing there was a great probability of causing substantial harm. Accordingly, Plaintiff demands punitive damages against Defendant CEVA.

164. Defendant Daimler Truck's actions demonstrate a conscious disregard for the rights and safety of Shannon Wigfield and the rest of the motoring public, acting with reckless indifference to the consequences to others despite being aware of its conduct, specifically allowing the Detroit Assurance safety system (crash avoidance technology, including active brake assist) to be deleted from the standard equipment and offsetting the purchase price to

incentive additional sales, and knowing there was a great probability of causing substantial harm. Accordingly, Plaintiff demands punitive damages against Defendant Daimler Truck.

165. Defendant Fyda Freightliner's actions demonstrate a conscious disregard for the rights and safety of Shannon Wigfield and the rest of the motoring public, acting with reckless indifference to the consequences to others despite being aware of its conduct, including allowing the Detroit Assurance safety system (crash avoidance technology, including active brake assist) to be deleted from the standard equipment and offsetting the purchase price to incentivize additional sales, and knowing there was a great probability of causing substantial harm. Accordingly, Plaintiff demands punitive damages against Defendant Fyda Freightliner.

166. Defendant Timothy Fyda's actions demonstrate a conscious disregard for the rights and safety of Shannon Wigfield and the rest of the motoring public, acting with reckless indifference to the consequences to others despite being aware of its conduct, including allowing the Detroit Assurance safety system (crash avoidance technology, including active brake assist) to be deleted from the standard equipment and offsetting the purchase price to incentivize additional sales, and knowing there was a great probability of causing substantial harm. Accordingly, Plaintiff demands punitive damages against Defendant Timothy Fyda.

167. Defendant Honda Logistics North America, Inc.'s actions demonstrate a conscious disregard for the rights and safety of Shannon Wigfield and the rest of the motoring public, acting with reckless indifference to the consequences to others despite being aware of its conduct and knowing there was a great probability of causing substantial harm. Accordingly, Plaintiff demands punitive damages against Defendant Honda Logistics North America, Inc.'s.

168. The negligence of all Defendants were the direct and a proximate cause of the injuries and death of Shannon Wigfield and the damages described in this Complaint.

COUNT –
(Wrongful Death – All Defendants)

169. All allegations and causes of action in this Complaint, pleaded above and below, are incorporated into this cause of action by reference.

170. As a result of Shannon Wigfield’ death, her beneficiaries at law have sustained damages that include, but are not limited to: loss of love, loss of care, loss of comfort, loss of services, loss of guidance, loss of tutelage, loss of net accumulations, loss of life’s pleasures, loss of support, loss of society, loss of affection, loss of solace, loss of moral guidance, loss of counsel, loss of moral support, loss of protection, loss of familial care, and loss of advice.

171. By reason of the wrongful acts that caused the crash and injuries and death, the Plaintiff and the heirs and next of kin of Shannon Wigfield’, deceased, have sustained losses for which they are entitled to recover damages in wrongful death, and further, Shannon Wigfield’ heirs and next of kin have sustained mental anguish, grief, torment, and distress, for all of which they are entitled to recover damages under applicable law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment against all Defendants, jointly and severally, as follows:

- (a) Compensatory damages on each claim set forth in the Complaint in excess of \$25,000.00;
- (b) Punitive damages in an amount to be determined at trial;
- (c) Plaintiffs’ attorney fees and costs of this action;
- (d) Such additional relief as the Court deems just and equitable.

Respectfully submitted,

/s/ Sean R. Alto

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The Estate of Shannon Wigfield and E.W.

JURY DEMAND

Plaintiffs hereby demand a trial by a jury of eight (8) persons on all issues triable under the law.

/s/ Sean R. Alto