

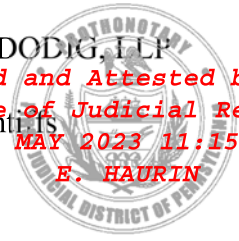
FELDMAN SHEPHERD WOHLGELERNTER TANNER WEINSTOCK & DODIG, LLP

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Attorneys for Plaintiffs

Filed and Attested by the
Office of Judicial Records
11 MAY 2023 11:15 am
E. HAURIN



HARRY S. JACKSON, JR.,
ADMINISTRATOR OF THE ESTATE OF
HARRY S. JACKSON, III, deceased
1 Shadow Brooke Drive
Bridgeton, NJ 08302

Plaintiff

v.

WESTERN EXPRESS, INC.
7135 Centennial Place
Nashville, TN 37209
and
CHEICK YAMEOGO
1307 N. 52nd St.
Philadelphia, PA 19131

Defendants

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

DECEMBER TERM, 2022
No. 2589

Jury Trial Demanded

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

PHILADELPHIA BAR ASSOCIATION
LAWYER REFERRAL AND INFORMATION SERVICE
One Reading Center
Philadelphia, Pennsylvania 19107
Telephone: 215-238-6333 TTY: 215-451-6197

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparecencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demande. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR RAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

ASOCIACION DE LICENCIADOS DE FILADELFA
SERVICO DE REFERENCIA E INFORMACION LEGAL
One Reading Center
Filadelfia, Pennsylvania 19107
Telephone: 215-238-6333 TTY: 215-451-819

Case ID: 221202589

CIVIL ACTION- COMPLAINT

Plaintiff Harry S. Jackson, Jr., Administrator of the Estate of Harry S. Jackson, III, deceased, by and through his attorneys, Feldman, Shepherd, Wohlgelernter, Tanner, Weinstock & Dodig, LLP, hereby files the instant Complaint and demands judgment against all defendants in a sum in excess of the jurisdictional limits for arbitration, exclusive of interest and costs, as well as damages for pre-judgment delay upon causes of action set forth herein, and in support thereof avers as follows:

I. PARTIES

1. Plaintiff Harry S. Jackson, Jr., is a citizen and resident of the State of New Jersey, residing therein at 1 Shadow Brooke Drive, Bridgeton, New Jersey, 08302.

2. Plaintiff Harry S. Jackson, Jr., is also the Administrator of the Estate of his deceased son, Harry S. Jackson, III, who died intestate on July 29, 2022, having been appointed Administrator of the Estate of Harry S. Jackson, III on September 21, 2022 by the Atlantic County Surrogate's Court, Atlantic County, New Jersey.

3. Plaintiff's decedent Harry S. Jackson, III was by all accounts a remarkable young man. Mr. Jackson was an active member of the Nanticoke Lenni-Lenape Tribal Nation. He had recently become engaged and was at the beginning of an extremely promising career as an attorney with the Fox Rothschild firm.

4. Defendant Western Express, Inc. ("Western Express") is a corporation which regularly conducts business in the City and County of Philadelphia and in the Commonwealth of Pennsylvania, with an address for service of process at 7135 Centennial Place, Nashville, Tennessee, 37209.

5. Defendant Western Express holds itself out as "an asset-based truckload carrier headquartered in Nashville, TN with terminals and facilities throughout the United States. Our

company was founded in 1991 and is privately held and owned by the executive team. Our fleet of over 3,300 power units and over 8,100 trailers are 100% GPS trackable. We are a service focused company that runs flatbed, van and logistics.”¹

6. According to its website, defendant Western Express’ “mission is to serve the needs of our customers by providing innovative transportation solutions that exceed their needs, while maintaining a profitable business and providing an environment to allow professional and personal growth for our associates. **We strive to do all within our power to keep our associates, our customers, and the public safe.**”²

7. Defendant Cheick Yameogo (“Yameogo”) is an adult individual and resident of the Commonwealth of Pennsylvania, residing therein at 1307 North 52nd Street, Philadelphia, Pennsylvania, 19131.

8. At all times relevant hereto, defendant Western Express regularly contracted with individuals, businesses and institutions in the City and County of Philadelphia and provided services to those individuals, businesses and institutions.

9. Upon information and belief, defendant Western Express regularly conducted business in the Commonwealth of Pennsylvania including in the City and County Philadelphia under the fictitious name, Western Express Transport of Pennsylvania, Inc.

10. At all times relevant hereto, defendant Western Express maintained facilities which provided hauling services to the City and County of Philadelphia, including a facility located at 2925 Schoenersville Road, Bethlehem, Pennsylvania 18017.

11. At all times relevant hereto, defendant Western Express served a variety of venues located throughout Philadelphia County.

¹ <https://www.westernexp.com/about>

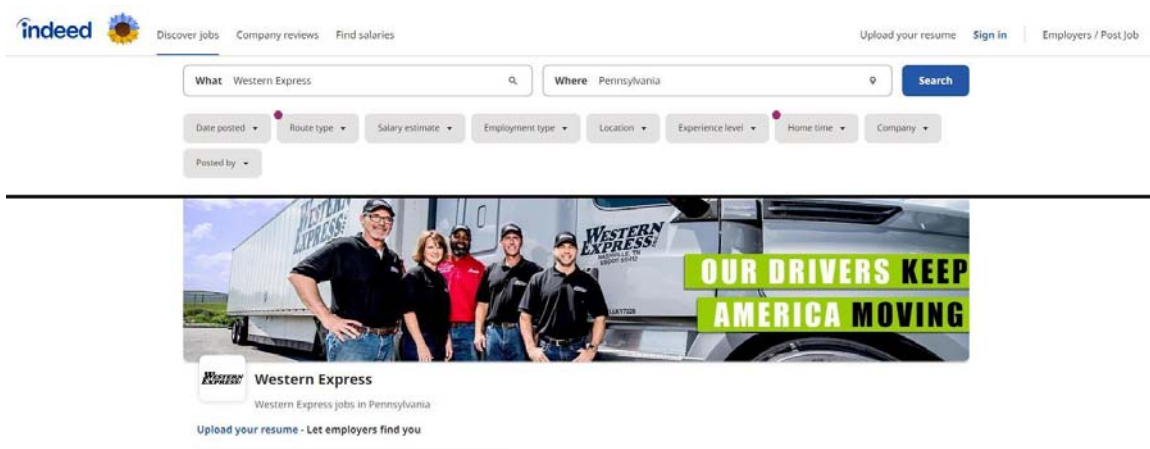
² Id. (Emphasis added).

12. At all times relevant hereto, defendant Western Express regularly and routinely dispatched tractor-trailers and other vehicles from facilities located in Pennsylvania to various points in the United States.

13. As part of this transportation network, tractor-trailers owned, operated and/or supervised by defendant Western Express regularly and routinely passed through and/or stopped in Philadelphia County.

14. Upon information and belief, defendant Western Express regularly charged fees reflecting travel by their vehicles through Philadelphia County.

15. Defendant Western Express has employees located in Philadelphia County and has and continues to advertise for Class A CDL truck driver jobs in Philadelphia County:



Class A CDL Truck Driver *DREAM TEAMS* ⋮
HIRING IMMEDIATELY Up to \$170K!
Western Express 3.1
Philadelphia, PA 19019 (Somerton area)

Up to \$0.73 per mile Pet rider program + 2 more

Easily apply Hiring for multiple roles

- GREAT PAY – Average up to \$3,400 weekly!
- GREAT RATES – Earn up to 73 CPM and split up to 5,200 miles/week!*
- Ask about our shortened training time for teams!

Posted 30+ days ago

16. At all times relevant hereto, defendant Western Express regularly and continuously conducted business in the Commonwealth of Pennsylvania, including in the City and County of Philadelphia.

17. At all times relevant hereto, defendant Western Express acted individually and/or by and through its duly authorized agents, servants and/or employees, acting within the course and scope of their agency and/or employment.

18. At all times relevant hereto, defendant Yameogo was acting as the agent and employee of defendant Western Express, and was acting in the course and scope of his employment and agency with defendant Western Express.

19. Defendants Western Express and Yameogo shall hereinafter be referred to collectively as “defendants.”

II. FACTS

20. On July 29, 2022, at approximately 5:32 p.m., plaintiff’s decedent Harry S. Jackson, III and his fiancé, Jennifer Solly, were travelling on I-476 North in the vicinity of mile marker 79.2.

21. At that time and place, Harry S. Jackson, III was lawfully operating his 2011 Ford Mustang sedan while Ms. Solly was in the front passenger seat.

22. At and around that same time, defendant Yameogo was proceeding on I-476 South in the vicinity of mile marker 79.3, while operating a tractor-trailer owned by defendant Western Express.

23. I-476 in that vicinity is comprised of two lanes in each direction, with paved shoulders, and is separated by a concrete barrier.

24. The Western Express tractor-trailer operated by defendant Yameogo lost control, failed to maintain its lane of travel and travelled off the right side of the roadway, climbed an

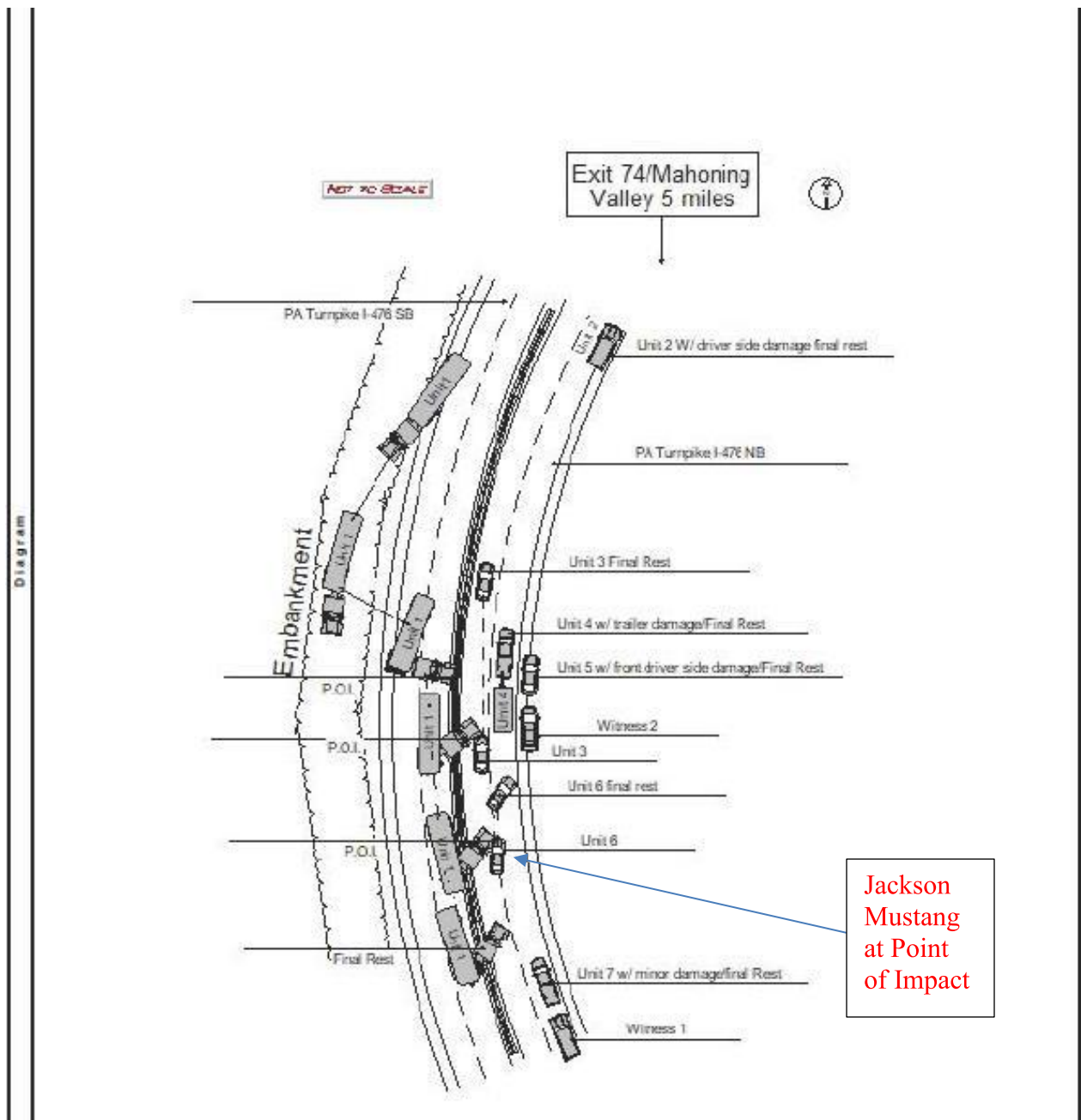
embankment located to the right of the roadway, and then travelled down the embankment. The tractor-trailer then jack-knifed, striking the concrete barrier dividing the northbound and southbound lanes.

25. After impacting the concrete barrier, the Western Express tractor-trailer crashed through the barrier and entered the oncoming northbound travel lanes while continuing to travel in a southbound direction. As a result of this violent collision, concrete from the barrier and/or vehicle parts impacted a number of vehicles travelling northbound on I-476 and a vehicle collided with the tractor, causing property damage and injuries.

26. As the Western Express tractor-trailer careened into and through the concrete barrier and entered the oncoming travel lanes, plaintiff's decedent Harry S. Jackson, III was lawfully operating his vehicle in the northbound travel lanes. Mr. Jackson had no opportunity whatsoever to avoid colliding with the out-of-control jack-knifed tractor that suddenly and unexpectedly appeared in his lane of travel, and the front driver's side of Mr. Jackson's vehicle struck the front passenger side of the Western Express tractor that was now suddenly blocking his path.

27. As a direct result of this violent collision caused by the negligence, carelessness and recklessness of the defendants, plaintiff's decedent Harry S. Jackson, III suffered severe and ultimately fatal injuries, and was pronounced dead at the crash scene.

28. This fatal crash was investigated by the Pennsylvania State Police. As part of their investigation, the State Police prepared a reconstruction diagram:



Pennsylvania State Police Fatal Crash Report Reconstruction Diagram

29. According to the Commonwealth of Pennsylvania Fatal Crash Report, when the investigating State Troopers arrived on the crash scene, they observed a number of vehicles involved in the crash at their final rest position, including Mr. Jackson’s Mustang. They reported observing “concrete from the center barrier and vehicle debris /parts from [the Western Express tractor-trailer] within the northbound side of I-476.” They further observed the Western Express

tractor-trailer “on the center concrete barrier and the front of the truck in the northbound passing lane. The trailer of [the Western Express tractor-trailer] was still connected to the tractor and in the southbound passing lane.”

30. According to the State Police, “[a]t the time of this collision it was daylight not raining and the roadway was dry.”

31. Photographs taken of the crash scene depict the resulting carnage:





32. Defendant Yameogo (Operator 1) was interviewed by the State Police at the crash scene:

STATEMENTS:

On 07/29/22 at approximately 1800 hours, I spoke with Operator 1 at the scene who said he was traveling south in the right lane on PA Turnpike I-476 at mile marker 79.3 and lost steering in Unit 1. Operator 1 said Unit 1 traveled off the right side of the roadway and up the embankment. Operator 1 said Unit 1 came down the embankment, crossed the southbound lanes and the front of Unit 1 struck the concrete center barrier. Operator 1 said the crash occurred and that's it. After questioning Operator 1 he said he did not fall asleep

and he was not on his cell phone. Operator 1 said he was not on any medication and did not consume alcohol. Operator 1 said he has been driving tractor trailer for less than a year and has been driving today about 5 hours. I asked Operator 1 if he had any other problems with Unit 1 before the crash and he replied no he just lost control before the crash.

33. Each of the drivers, passengers and witnesses to this fatal crash that were interviewed by the State Police confirmed that the sole cause of this crash was the out-of-control Western Express tractor-trailer operated by defendant Yameogo.

34. According to the Fatal Crash Report, the State Troopers determined that the “prime factor” in causing this crash was “driver action,” and specifically, “over/under compensation at [the] curve” by defendant Yameogo.

35. The negligent, careless, intentional and reckless conduct of the defendants, as set forth in greater detail below, constituted substantial factors which were the proximate cause of the death of plaintiff’s decedent Harry S. Jackson, III.

36. As a direct, substantial and proximate result of the negligent, negligent *per se*, careless, grossly negligent, intentional and reckless conduct of the defendants, plaintiff’s decedent Harry S. Jackson, III suffered severe injuries to his skin, muscles, flesh, nerves, tendons, tissues and blood vessels, which injuries resulted in his death after he had undergone great pain and suffering.

37. As a direct, substantial and proximate result of the negligent, negligent *per se*, careless, grossly negligent, intentional and reckless conduct of the defendants, plaintiff’s decedent Harry S. Jackson, III suffered significant intangible losses including but not limited to, *inter alia*,

horror, dread, fear, fear of impending death, pain, suffering, loss of well-being and inability to engage in normal activities, duties, occupations and avocations.

38. Defendant Western Express is liable for the actions and inactions of its driver, defendant Yameogo and all of its agents and/or employees.

39. In addition, defendant Western Express failed in its responsibilities as set forth herein.

40. At all times relevant hereto, based upon facts known and upon information and belief, the conduct of defendant Yameogo and that of defendant Western Express was negligent, negligent *per se*, intentional, deliberate, grossly negligent, reckless and in conscious and wanton disregard for the safety of others on the roadway, including plaintiff's decedent Harry S. Jackson, III.

41. At all times relevant hereto, the acts and/or failures to act under the circumstances of defendant Yameogo and defendant Western Express were outrageous in that their conduct amounted to reckless indifference to the safety of others.

42. Defendant Western Express knew or had reason to know that defendant Yameogo posed a high degree of risk of physical harm to others, and that he was not fit to operate a commercial motor vehicle on public roadways.

43. At all times relevant hereto, the conduct of defendants was a substantial factor and proximate cause of the death of plaintiff's decedent Harry S. Jackson, III.

III. CAUSES OF ACTION

COUNT I – NEGLIGENCE AND RECKLESSNESS

**Harry S. Jackson, Jr., Administrator of the Estate of Harry S. Jackson, III, Deceased v.
Western Express, Inc.**

44. All other paragraphs in this Complaint are incorporated herein as if fully set forth at length.

45. The fatal crash resulting in the death of Harry S. Jackson, III and plaintiff's injuries, damages and losses were caused by the negligence, negligence *per se*, carelessness, gross negligence, intentional conduct, recklessness and conscious and wanton disregard of defendant Western Express, by and through its agents and employees including but not limited to defendant Yameogo, vicariously and individually, jointly and/or severally, both generally and in the following particular respects:

- a. Permitting defendant Yameogo to operate a commercial vehicle when he did not meet the requirements of 49 C.F.R. § 391.11;
- b. Permitting defendant Yameogo to operate a commercial vehicle when he was not safe and/or competent to do so;
- c. Failing to meet the requirements of 49 C.F.R. 391.21 regarding applications for employment;
- d. Failing to properly evaluate and/or screen defendant Yameogo for competence and/or proper credentials before hiring and/or before permitting him to operate a tractor-trailer;
- e. Failing to investigate the fitness of defendant Yameogo;
- f. Negligently and recklessly retaining and hiring defendant Yameogo;
- g. Failing to perform proper background checks on defendant Yameogo;
- h. Failing to investigate and inquire regarding defendant Yameogo as required under 49 C.F.R § 391.23;
- i. Failing to determine properly and fully whether defendant Yameogo had previously violated motor vehicle rules, laws and regulations;
- j. Failing to ensure that defendant Yameogo had an appropriate level of skill, experience, and expertise;
- k. Failing to properly determine the fitness of defendant Yameogo to operate a tractor-trailer;

- l. Failing to determine defendant Yameogo's use of medications and other drugs or substances which could affect his level of awareness, reaction and/or perception;
- m. Failing to recognize the danger to which others would be exposed by allowing defendant Yameogo to operate a tractor-trailer;
- n. Failing to properly test and evaluate defendant Yameogo;
- o. Failing to assure that defendant Yameogo was fully and properly trained before permitting him to operate a tractor-trailer;
- p. Failing to properly instruct defendant Yameogo;
- q. Failing to properly supervise defendant Yameogo;
- r. Failure to properly evaluate defendant Yameogo before and after hiring;
- s. Failing to assure that defendant Yameogo was properly and accurately completing required records;
- t. Failing to assure that defendant Yameogo was maintaining proper hours of adequate rest;
- u. Failing to assure that defendant Yameogo was accurately reporting hours of service/duty;
- v. Failing to create, institute, adopt, enforce and comply with policies and procedures concerning the operation of tractor-trailers;
- w. Failing to create, institute, adopt, enforce and comply with policies and procedures concerning drivers including defendant Yameogo;
- x. Providing inaccurate and incomplete information regarding the training and experience of defendant Yameogo;
- y. Accepting inaccurate and incomplete information regarding defendant Yameogo;
- z. Failing to recognize inaccurate and incomplete information provided regarding defendant Yameogo;
- aa. Failing to exercise reasonable care to select a competent driver;

- bb. Failing to properly complete and/or maintain records;
- cc. Failing to properly inspect, repair and maintain the tractor-trailer operated by defendant Yameogo;
- dd. Failing to ensure that the tractor-trailer operated by defendant Yameogo was safe for use on the roadway;
- ee. Failing to ensure that the tractor-trailer operated by defendant Yameogo was loaded in a safe manner and was not improperly loaded and/or overloaded;
- ff. Failing to exercise reasonable judgment, employ reasonable skill and otherwise use due care in hiring, observing, monitoring, training, evaluating and/or supervising defendant Yameogo;
- gg. Failing to hire, employ and monitor careful and competent individuals responsible for the hiring and training of drivers and the inspection, maintenance and repair of tractor-trailers;
- hh. Failing to create, adopt, enforce and comply with policies and procedures to assure that drivers hired, retained or otherwise engaged to haul cargo were not a menace to public safety;
- ii. Violating and failing to adhere to applicable statutes, ordinances, rules, regulations and standards governing or relating to the inspection, maintenance, repair and operation of vehicles and commercial vehicles;
- jj. Failing to comply with applicable standards and recommended practices issued by the National Highway Traffic Safety Administration, U.S. Department of Transportation, Federal Motor Carrier Safety Regulations, the Vehicle Equipment Safety Commission, the American National Standards Institute, the Society of Automotive Engineers and other generally recognized standards; and
- kk. Violating the laws of the Commonwealth of Pennsylvania concerning the inspection, maintenance, repair and operation of vehicles and commercial vehicles.

46. At all times relevant hereto, the foregoing conduct of the defendant Western Express was a substantial factor and the proximate cause of plaintiff's injuries, damages and losses and the death of Harry S. Jackson, III.

47. Defendant Western Express' acts and/or failures to act under the circumstances of this case were outrageous in that defendant's conduct amounted to a reckless indifference to the safety of others.

48. Defendant Western Express knew and/or had reason to know of facts which created a high degree of risk of physical harm to others from the conduct of its employee and agent defendant Yameogo.

49. Defendant Western Express knew and/or should have known that violations of State and Federal law and regulations, including safety regulations, created conditions that were dangerous and unsafe for those lawfully upon the highway, including Harry S. Jackson, III.

50. Defendant Western Express knew and/or had reason to know that defendant Yameogo was not fit to operate commercial vehicles; that he had failed to provide accurate, complete and/or relevant information on his application for employment and thereafter, that Defendants had failed to recognize and/or properly address such failures, that defendant Yameogo had not been properly trained and supervised and/or that defendant Western Express failed to have in place adequate procedures and safeguards to prevent violations of State and Federal law and regulations.

51. Defendant Western Express knew that training and supervision of its drivers was critical for the safety of the motoring public.

52. Defendant Western Express knew and had reason to know that defendant Yameogo failed to maintain an accurate log of his duty status in accordance with 49 C.F.R. § 395.8; was in violation of hours of service under 49 C.F.R. § 395.3; was driving in a state of low mental arousal and/or fatigue at the time of the collision in violation of 49 C.F.R. § 392.3; and that it failed to have in place adequate procedures and safeguards to prevent these violations of State and Federal law and regulations.

53. Despite this knowledge, defendant Western Express willfully, wantonly, deliberately, recklessly, and unlawfully proceeded to act and/or failed to act as set forth specifically herein, in reckless and conscious disregard of or with indifference to the safety and well-being of others, including Harry S. Jackson, III.

54. Despite this knowledge, defendant Western Express willfully, wantonly, deliberately, recklessly, and unlawfully proceeded to act and/or fail to act as set forth specifically herein, for business reasons, i.e., to reduce defendant's costs and increase profits, in reckless and conscious disregard of or with indifference to the safety and well-being of others, including Harry S. Jackson, III.

55. Defendant Western Express' acts and/or failures to act under the circumstances of this case were outrageous in that defendant's conduct amounted to a reckless indifference to the safety of others.

56. Defendant Western Express' willful, wanton, deliberate, reckless, and unlawful actions and/or inactions, as set forth above, increased the risk of harm to others and were substantial factors and the proximate cause of plaintiff's injuries, damages and losses and the death of Harry S. Jackson, III.

57. Defendant Western Express should be appropriately punished with the imposition of punitive damages. In addition, defendants and others should be deterred in the future from failing to comply with applicable laws and regulations designed to protect the safety of persons, including Harry S. Jackson, III.

58. Defendant Western Express is vicariously liable for the outrageous, willful, wanton, deliberate, reckless and unlawful conduct of their agents and/or employees including defendant Yameogo, who was acting within the course and scope of his employment and/or agency at the time of the fatal crash.

WHEREFORE, plaintiff Harry S. Jackson, Jr., Administrator of the Estate of Harry S. Jackson, III, deceased, demands judgment in his favor and against all defendants for compensatory and punitive damages in an amount in excess of the jurisdictional limit for arbitration, together with interest and costs.

COUNT II – NEGLIGENCE AND RECKLESSNESS

Harry S. Jackson, Jr., Administrator of the Estate of Harry S. Jackson, III, Deceased v. Cheick Yameogo

59. All other paragraphs in this Complaint are incorporated herein as if fully set forth at length.

60. The fatal crash resulting in the death of Harry S. Jackson, III and plaintiff's injuries, damages and losses were caused by the negligence, negligence *per se*, carelessness, gross negligence, intentional conduct, recklessness and conscious and wanton disregard of defendant Cheick Yameogo, individually, jointly and/or severally, both generally and in the following particular respects:

- a. Driving at an excessive rate of speed under the circumstances;
- b. Failing to maintain proper control of his tractor-trailer;
- c. Driving in careless and reckless disregard for the safety of others on the roadway;
- d. Operating the tractor-trailer in a reckless manner;
- e. Operating the tractor-trailer in careless and reckless disregard for the safety of other persons;
- f. Negligently, carelessly and recklessly causing the tractor-trailer to leave the southbound traffic lanes of I-476 and to enter the oncoming northbound lanes of the roadway;
- g. Failing to maintain a current log book;
- h. Operating the tractor-trailer with log book violations;

- i. Failing to maintain an accurate log in accordance with 49 C.F.R. §395.8;
- j. Violating the hours of service requirements under 49 C.F.R. §395.3;
- k. Intentionally and deliberately continuing to operate the tractor-trailer despite knowledge that it was not safe and that continuing to do so would place others in jeopardy;
- l. Improperly moving from his lane into the shoulder and up the embankment;
- m. Failing to take proper action when there was a suspected problem with the operation of the tractor-trailer;
- n. Failing to apply the brakes;
- o. Failing to inspect the tractor-trailer as required under 49 C.F.R. §392.9;
- p. Failing to inspect the tractor-trailer when there was a suspected problem;
- q. Failing to remain attentive;
- r. Failing to properly observe and react to conditions existing at the time;
- s. Failing to maintain directional control;
- t. Failing to maintain proper control over the tractor-trailer;
- u. Failing to regain proper control over the tractor-trailer;
- v. Causing the tractor-trailer to strike fixed objects and other oncoming vehicles, including the vehicle being driven by Harry S. Jackson, III;
- w. Failing to brake and timely stop the tractor-trailer;
- x. Failing to take other avoidance measures;
- y. Failing to operate the tractor-trailer at a safe and reasonable speed under the conditions;
- z. Failing to maintain a proper and adequate lookout;
- aa. Failing to operate the tractor-trailer with due regard for the safety of others;

- bb. Failing to operate the tractor-trailer with due care and due regard for road and traffic conditions;
- cc. Operating the tractor-trailer in such condition to likely cause an accident or breakdown of the vehicle in violation of 49 C.F.R. §396.7;
- dd. Driving in a state of low mental arousal and/or fatigue at the time of the incident in violation of 49 C.F.R. §392.3;
- ee. Failing to properly inspect, maintain and repair the tractor-trailer;
- ff. Placing the tractor-trailer on the roadway despite knowledge that it was not fit, safe or suitable to be operated on the roadway;
- gg. Failing to ensure that the tractor-trailer was loaded in a safe manner and was not improperly loaded and/or overloaded;
- hh. Operating an improperly loaded and/or overloaded tractor-trailer;
- ii. Violating and failing to adhere to applicable statutes, ordinances, rules, regulations and standards governing or relating to the inspection, maintenance, repair and operation of vehicles and commercial vehicles;
- jj. Failing to comply with applicable standards and recommended practices of the National Highway Traffic Safety Administration, U.S. Department of Transportation, Federal Motor Carrier Safety Regulations and other generally recognized standards in violation of 75 Pa.C.S.A. §4103(c);
- kk. Failing to comply with applicable standards and recommended practices issued by the National Highway Traffic Safety Administration, U.S. Department of Transportation, Federal Motor Carrier Safety Regulations, the Vehicle Equipment Safety Commission, the American National Standards Institute, the Society of Automotive Engineers and other generally recognized standards; and
- ll. Violating the laws of the Commonwealth of Pennsylvania concerning the inspection, maintenance, repair and operation of vehicles and commercial vehicles.

61. At all times relevant hereto, the foregoing conduct of defendant Yameogo was a substantial factor and the proximate cause of plaintiff's injuries, damages and losses and the death Harry S. Jackson, III.

62. Defendant Yameogo's acts and/or failures to act under the circumstances of this crash were outrageous in that his conduct amounted to a reckless indifference to the safety of others, including Harry S. Jackson, III.

63. Defendant Yameogo's willful, wanton, deliberate, reckless, and unlawful actions and/or inactions, as set forth above, increased the risk of harm to others and were substantial factors and the proximate cause of plaintiff's injuries, damages and losses and the death of Harry S. Jackson, III.

64. Defendant Yameogo should be appropriately punished with the imposition of punitive damages. In addition, defendant Yameogo and others should be deterred in the future from failing to comply with applicable laws and regulations designed to protect the safety of persons, including Harry S. Jackson, III.

65. Defendant Western Express is vicariously liable for the negligent, careless, outrageous, willful, wanton, deliberate, reckless and unlawful conduct of their agent and/or employee defendant Yameogo, who was acting within the course and scope of his employment and/or agency at the time of the fatal crash.

WHEREFORE, plaintiff Harry S. Jackson, Jr., Administrator of the Estate of Harry S. Jackson, III, deceased, demands judgment in his favor and against all defendants for compensatory and punitive damages in an amount in excess of the jurisdictional limit for arbitration, together with interest and costs.

IV. DAMAGES

A. Wrongful Death Action – Estate of Harry S. Jackson, III, Deceased

66. All other paragraphs in this Complaint are incorporated herein as if fully set forth at length.

67. This action is brought on behalf of all persons entitled to recover damages for the death of Harry S. Jackson, III, deceased, pursuant to the Pennsylvania Wrongful Death Act, 42 Pa.C.S.A. §8301.

68. The persons entitled to recover damages for the wrongful death of the decedent are as follows:

Name	Relationship	Address
Linda Marie Jackson	Mother	1 Shadow Brooke Drive Bridgeton, NJ 08302
Harry S. Jackson, Jr.	Father	1 Shadow Brooke Drive Bridgeton, NJ 08302

69. Harry S. Jackson, III, did not bring any claim for the matters set forth in this Complaint during his lifetime.

70. Plaintiff Harry S. Jackson, Jr., Administrator of the Estate of Harry S. Jackson, III, deceased, claims all lawful damages for all persons entitled by law to recover such damages, including but not limited to medical expenses, funeral expenses, expenses of administration, loss of expected pecuniary contributions and loss of the decedent’s companionship, guidance and tutelage, and grief damages.

WHEREFORE, plaintiff Harry S. Jackson, Jr., Administrator of the Estate of Harry S. Jackson, III, deceased, demands judgment in his favor and against all defendants for compensatory and punitive damages in an amount in excess of the jurisdictional limit for arbitration, together with interest and costs.

B. Survival Action – Estate of Harry S. Jackson, III, Deceased

71. All other paragraphs in this Complaint are incorporated herein as if fully set forth at length.

72. Plaintiff Harry S. Jackson, Jr. brings this action on behalf of the Estate of Harry S. Jackson, III, deceased, pursuant to the Pennsylvania Survival Act, 42 Pa.C.S.A. §8302, and claims on behalf of the Estate all damages recoverable by law, including but not limited to the severe injuries to the decedent's body that led to his death, the decedent's horror, dread, pain and suffering and other intangible losses, loss of earnings and earning capacity, and the total limitation and deprivation of the decedent's normal activities, pursuits and pleasures.

WHEREFORE, plaintiff Harry S. Jackson, Jr., Administrator of the Estate of Harry S. Jackson, III, deceased, demands judgment in his favor and against all defendants for compensatory and punitive damages in an amount in excess of the jurisdictional limit for arbitration, together with interest and costs.

C. Punitive Damages

73. All other paragraphs in this Complaint are incorporated herein as if fully set forth at length.

74. Defendants' acts and omissions were outrageous in that they amounted to a reckless indifference to the safety of others and were grossly negligent, reckless, intentional and willful.

75. All defendants knew and had reason to know that their conduct created a high risk of physical harm and death to another.

76. Defendant Western Express is liable for its own outrageous, willful, wanton, intentional, deliberate, reckless and unlawful conduct, as well as that of employee and agent, defendant Yameogo, and its other agents and employees.

77. Defendant Western Express is liable for its outrageous, willful, wanton, intentional, deliberate, reckless and unlawful actions, conducted in order to increase their profits.

78. The actions of the defendants as set forth above constitute willful and wanton misconduct in reckless disregard of the rights and safety of plaintiff's decedent, and warrant the imposition of punitive damages against the defendants.

WHEREFORE, plaintiff Harry S. Jackson, Jr., Administrator of the Estate of Harry S. Jackson, III, deceased, demands judgment in his favor and against all defendants for compensatory and punitive damages in an amount in excess of the jurisdictional limit for arbitration, together with interest and costs.

FELDMAN SHEPHERD WOHLGELERNTER
TANNER, WEINSTOCK & DODIG, LLP



ALAN M. FELDMAN
DANIEL J. MANN
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Filed and Attested by the
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MAY 2023 12:44 pm
A. STAMATO



HARRY S. JACKSON, JR.,
ADMINISTRATOR OF THE ESTATE OF
HARRY S. JACKSON, III, deceased

Plaintiff

v.

WESTERN EXPRESS, INC.
and
CHEICK YAMEOGO

Defendants

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

DECEMBER TERM, 2022

No. 2589

Jury Trial Demanded

PRAECIPE TO SUBSTITUTE VERIFICATION

TO THE PROTHONOTARY:

Kindly substitute the within Verification for the one attached to the Complaint filed in this matter on May 11, 2023.

FELDMAN SHEPHERD WOHLGELERNTER
TANNER WEINSTOCK & DODIG, LLP

ALAN M. FELDMAN
DANIEL J. MANN
EDWARD S. GOLDIS
Attorneys for Plaintiff

Case ID: 221202589

VERIFICATION

I, Harry S. Jackson, Jr., plaintiff in the foregoing pleading, state that the facts set forth are true and correct to the best of my knowledge, information and belief; and that this statement is made subject to the penalties of 18 Pa.C.S. Section 4904, which relates to unsworn falsification to authorities.



Harry S. Jackson, Jr.