

**IN THE SUPERIOR COURT OF FULTON COUNTY**  
**STATE OF GEORGIA**

KENYATA HENDRIX, TOMEKA WALKER, as )	
representative of KAYLA HENDRIX, minor, )	
TAWANICA CROWDER, as representative of JADA )	
WOLF, minor, KATRINA DOBBS, )	
as beneficiary and personal representative of )	CIVIL FILE ACTION NO.:
ANTOINE HENDRIX, (deceased), )	
)	2016CV273678
Plaintiff, )	
)	
v. )	
)	
HICKORY FALLS APARTMENTS, L.P., )	
HICKORY FALLS/VILLA RICA, L.L.C., )	
CARTER-HASTON REAL ESTATE SERVICES )	
INC., CARTER-HASTON HOLDINGS, L.L.C., )	
)	
Defendants. )	

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**FOURTH AMENDED COMPLAINT**

**COMES NOW**, Plaintiffs KENYATA HENDRIX, TOMEKA WALKER, as personal representative of KAYLA HENDRIX, TAWANICA CROWDER, as personal representative of JADA WOLF, and KATRINA DOBBS, as beneficiary and personal representative of her son, ANTOINE HENDRIX, the deceased in the above-styled action, and files their Complaint for wrongful death, under the Georgia Survival and Wrongful Death Statute, and shows this Honorable Court as follows. *See* O.C.G.A. §§ 51-4-2, 51-4-5.

**PARTIES AND JURISDICTION**

1.

ANTOINE HENDRIX, the deceased, was a resident of Carroll County, Georgia.

2.

HICKORY FALLS APARTMENTS, L.P., Defendant, is a foreign limited partnership, with

its principal office located at 3301 West End Avenue, Suite 200, Nashville, Tennessee 37203, and can be served through their registered agent, National Registered Agents, Inc., at 1201 Peachtree Street, N.E., Atlanta, Georgia 30361.

3.

HICKORY FALLS/VILLA RICA, L.L.C., Defendant, is a foreign limited liability company formed in Delaware, with its principal office located at 3301 West End Avenue, Suite 200, Nashville, Tennessee 37203. And can be served through their registered agent, National Registered Agents, Inc., at 1201 Peachtree Street, N.E., Atlanta, Georgia 30361.

4.

CARTER-HASTON REAL ESTATE SERVICES, INC. is a Tennessee Corporation operating in Georgia as a foreign for profit corporation, with its principal place of business at 3301 West End Ave, Suite 200, Nashville, Tennessee, 37203, and may be served through its registered agent, National Registered Agents Inc., at 120 Peachtree St, NE., Suite 1240, Atlanta, Georgia 30361.

5.

CARTER-HASTON HOLDINGS, L.L.C., is a Delaware limited liability company and may be served by its registered agent, National Registered Agents, Inc. 160 Greentree Dr., Ste. 101, Dover, Delaware, 19904.

6.

Venue is proper in Fulton County, under the Georgia Civil Procedure Act. *See* O.C.G.A. § 9-10-31(b).

### **FACTUAL BACKGROUND**

(Regarding Development, Gov't Approvals, and Ownership)

7.

Upon information and belief, Defendant HICKORY FALLS, L.L.P. submitted a building permit application with the City of Villa Rica and/or Carroll County on or about December 23, 2002.

8.

Upon information and belief, the City of Villa Rica and/or Carroll County Government denied approvals on at least fifteen (15) occasions in connection with the construction, repairs, or inspections, including but not limited to denials on May 8, 2002; June 11, 2002; December 30, 2002; June 13, 2003; July 1, 2003; July 25, 2003; September 9, 2003; September 12, 2003; September 15, 2003; October 3, 2003; October 5, 2003; October 7, 2003; November 26, 2003; December 10, 2003; December 29, 2003.

9.

Upon information and belief, PRS Construction, L.L.C., PCM Management Group, L.L.C., and Foundation Development, L.L.C. (collectively referred to herein as “PRS Companies”), were responsible for the repairs, construction, development, maintenance, management, inspections and/or operation of the apartment complex during relevant times, including, but not limited to, 2003 and 2004.

10.

Upon information and belief, Hickory Falls L.L.P. and Hickory Falls L.L.C. (collectively the “Hickory Falls Companies”) were the owners and managers of the apartment complex and were either directly responsible for or oversaw and approved the hiring and retention of those responsible for the apartment complex’s development, construction, maintenance, repairs, inspections, management, and/or operation during relevant times, including but not limited to,

2002, 2003, and 2004.

11.

Upon information and belief, the Defendants Hickory Falls Companies knew or should have known that the railings installed on Mr. Hendrix's apartment unit were negligently designed, negligently installed, and/or negligently maintained, and that these errors presented a serious risk to health and safety of the inhabitants of the unit, such as Mr. Hendrix.

12.

Upon information and belief, their building inspection records indicate no references or approvals of the railings, which are the subject of this litigation.

13.

Upon information and belief, the Hickory Falls Companies were not required to submit site plans or engineering reports in connection with the railing at dispute in this litigation.

14.

Upon information and belief, none of the Defendants sought or provided inspections or permits in connection with the faulty railings which lead to Mr. Hendrix's untimely death.

15.

Upon information and belief, the apartment complex, along with any potential liabilities for any defective construction, maintenance or inadequate approvals, were sold to Carter-Haston Holdings, L.L.C. and/or Carter-Haston Real Estate Services, Inc. (collectively referred to herein as the "Carter Companies"). Upon information and belief, this sale represented all or substantially all of the assets of the seller in the transaction.

16.

Upon information and belief, JOHN DOE II manufactured the railing in such a way which

the railing contained (a) manufacturing defects, (b) defects in design, (c) inadequate instructions and/or (d) inadequate warnings.

17.

Upon information and belief, the Defendant Carter Companies were aware of and/or had knowledge of problems with the construction, approvals and repairs of the apartment complex, including but not limited, to code violations affecting the property, had first-hand knowledge of the safety hazards they presented when they replaced the railings prior to Mr. Hendrix's death after becoming aware the railings were subject to malfunction, and implicitly assumed the liabilities of the builders.

18.

Upon information and belief, the Carter Companies, as well as the apartment complex's previous and future owners, managers, and maintenance, all had prior knowledge regarding the faulty railing at Mr. Hendrix's apartment complex and the hazards it presented to a resident in Mr. Hendrix's condition.

19.

(Regarding the death of Mr. Antoine Hendrix)

On January 31, 2014, ANTOINE HENDRIX lived alone in his residential apartment, Hickory Falls Apartments, located at 801 Hickory Level Road, apartment number 6111, Villa Rica, Georgia 30180 (referred to herein as the "Property" or the "Apartment Complex" or "Landlord").

20.

On or about January 31, 2014, Mr. Hendrix went outside onto the Apartment Complex's porch or deck to enjoy the crisp outdoor air.

21.

On or about January 31, 2014, Mr. Hendrix (confined to a wheelchair due to injuries sustained during active military duty) rolled his wheelchair onto the porch or deck when the Apartment Complex's porch or deck railing—negligently inspected, repaired, or maintained—collapsed without warning, causing Mr. Hendrix to suffer a tragic death by strangulation.

22.

At approximately 5:10 p.m. on or about January 31, 2014, a neighbor of Mr. Hendrix, found Mr. Hendrix on the Landlord's collapsed and negligently inspected, repaired, or maintained porch or deck railing—hanging by his neck, confined by the weight of his wheelchair—alone and lifeless.

23.

At approximately 6:54 p.m. on or about January 31, 2014, Mr. Hendrix—only thirty- seven years old—was pronounced dead (See Exhibit A - photos of Mr. Hendrix at the scene of the incident).

24.

Mr. Hendrix is survived by his mother and representative of his estate, KATRINA DOBBS, and three daughters, KENYATA HENDRIX, KAYLA HENDRIX (minor), whose mother is TOMEKA WALKER, and JADA WOLF (minor), whose mother is TAWANICA CROWDER.

25.

On or about June 16, 2014, KATRINA DOBBS, the mother of ANTOINE HENDRIX (deceased), the Carroll County Probate Court issued the Letters of Administration appointing her as the personal representative of ANTOINE HENDRIX's estate and is entitled to bring this wrongful

death action as his mother and the executor of Mr. Hendrix's estate under O.C.G.A §§ 51-4-2, 51-4-4, and/or 51-4-5.

26.

**COUNT # 1**  
**PREMISES LIABILITY / SUCCESSORS-IN-INTEREST:**

(HICKORY FALLS/VILLA RICA, L.L.C., HICKORY FALLS APTS., L.P., CARTER-HASTON REAL ESTATE SERVICES, INC., CARTER-HASTON HOLDINGS, L.L.C.)

27.

Plaintiff re-alleges and incorporates the allegations stated in paragraphs 1 through 45 as if fully restated herein.

28.

The Hickory Falls Companies and the Carter Companies and Mr. Hendrix were in a contractual relationship, and Mr. Hendrix was an invitee on the premises owned, managed or controlled by the Hickory Falls Companies and/or the Carter Companies. The Hickory Falls Companies and the Carter Companies therefore had a duty to exercise due care to protect Mr. Hendrix from conditions that could result in injury or death. *See* O.C.G.A. § 51-3-1.

29.

The Hickory Falls Companies, and the Carter Companies had prior knowledge that, on at least one occasion, the porch or deck located at 801 Hickory Level Road, Apartment 6111, Villa Rica, Georgia 30180—the same apartment unit as Mr. Hendrix—was in a defective condition and unreasonably safe. Therefore, the Hickory Falls Companies and the Carter Companies were in a superior position to know of the dangerous condition.

30.

Because the Hickory Falls Companies and the Carter Companies failed to maintain or repair

the deck, when Mr. Hendrix went outside onto his deck, his wheelchair caught the negligently inspected, repaired, or maintained edge of the railing; both actually and proximately causing Mr. Hendrix to become tangled by the railing, suffocate, and die.

31.

The Hickory Falls Companies and the Carter Companies are responsible for the damages arising from the defective construction or failure to keep the premises in repair. *See* O.C.G.A. § 44-7-14.

32.

Upon information and belief, the Carter Companies were successors in interest and successors in liability to the original landlord who entered the contract with Mr. Hendrix.

33.

Upon information and belief, the Carter Companies expressly or impliedly assumed the liabilities of the original landlord.

34.

Upon information and belief, the Carter Companies' purchase of the apartment complex constituted a merger or consolidation of the seller with the Carter Companies.

35.

Upon information and belief, the Carter Companies carried over the experience and expertise of their predecessor in interest and had access to their predecessor's files, reports, and other relevant documents.

36.

Upon information and belief, the Carter Companies may be deemed to be in a better position to assume the liabilities of the product railing under the circumstances.

**COUNT #2**

**VICARIOUS LIABILITY:**  
(HICKORY FALLS COMPANIES / CARTER COMPANIES)

37.

Plaintiff re-alleges and incorporates the allegations stated in paragraphs 1 through 36 as if fully restated herein.

38.

Upon information and belief, the parties responsible for the installation of the railing were employed by the Hickory Falls Companies and/or Carter Companies and were directed or controlled in a manner to create a master servant relationship, such that liability is imputed to them. *See O.C.G.A. § 51-2-5.*

39.

Upon information and belief, the parties responsible for the installation of the railing were receiving instructions and direction from the Hickory Falls Companies, and/or Carter companies in a manner which would create a principal and agent relationship.

**COUNT #3 NEGLIGENCE:**  
(HICKORY FALLS COMPANIES)

40.

Plaintiff re-alleges and incorporates the allegations stated in paragraphs 1 through 39 as if fully restated herein.

41.

During Mr. Hendrix's tenancy at the apartment complex, the Hickory Falls Companies, were to conduct the apartment units' inspections, construction, repairs, and maintenance.

42.

The Hickory Falls Companies were in a superior position to know of and warn Mr. Hendrix of the dangerous condition of his porch railing.

43.

The Hickory Falls Companies owed a duty of ordinary care to Mr. Hendrix.

44.

The Hickory Falls Companies breached their duty to Mr. Hendrix when they failed to properly install in workmanlike manner, inspect, or repair the porch railing that it knew or should have known was in a defective condition.

45.

The Hickory Falls Companies' failure to properly install, inspect, or repair the porch railing was an actual and proximate cause of Mr. Hendrix's death.

46.

It is foreseeable that failing to inspect and repair a porch railing could result in serious bodily injury or death. "But for" the Hickory Falls Companies' failure to properly install and maintain the porch railing, the railing would not have collapsed, and Mr. Hendrix would not have gotten stuck in the railing, ultimately hanging himself by the weight of his body and wheelchair.

### **DAMAGES**

47.

Plaintiff re-alleges and incorporates the allegations stated in paragraphs 1 through 46 as if fully restated herein.

48.

Plaintiffs Kenyata Hendrix, Kayla Hendrix, and Jada Wolf, as the surviving daughters of Antoine Hendrix, are entitled to full value of the loss of Mr. Hendrix's life.

49.

Plaintiffs Kenyata Hendrix, Kayla Hendrix, Jada Wolf, as the surviving daughters of Antoine Hendrix are entitled to damages for the loss of support of her father.

50.

Plaintiff Katrina Dobbs, as personal representative of the estate of her son, Plaintiff is entitled to funeral expenses of at least \$25,000.00. *See* O.C.G.A. § 51-4-5(b).

51.

Plaintiffs Kenyata Hendrix, Kayla Hendrix, and Jada Wolf, as the surviving daughters of Antoine Hendrix, are entitled to damages for the pain and suffering endured by Mr. Hendrix prior to loss of his life of at least \$25,000,000.00.

52.

Plaintiffs Kenyata Hendrix, Kayla Hendrix, and Jada Wolf, as the surviving daughters of Antoine Hendrix, are entitled to damages for the mental anguish, including the fear that Mr. Hendrix endured immediately prior to the loss of life, of at least \$25,000,000.00.

53.

Plaintiffs Kenyata Hendrix, Kayla Hendrix, and Jada Wolf are entitled to recover for the future lost wages of Mr. Hendrix of at least 3,000,000.00.

### **PUNITIVE DAMAGES**

54.

Plaintiff re-alleges and incorporates the allegations stated in paragraphs 1 through 88 as if fully restated herein.

55.

Each defendant's actions showed willful misconduct, malice, fraud, wantonness,

oppression, or that entire want of care which would raise the presumption of conscious indifference to consequences. Accordingly, Plaintiff is entitled to recover punitive damages from Defendants as determined by the enlightened conscience of a jury.

**WHEREFORE** Plaintiffs pray for a jury trial on all issues and that judgment against each Defendants be entered as follows:

1. The Plaintiffs Kenyata Hendrix, Kayla Hendrix, and Jada Wolf recover the full value of life of the decedent;
2. That Plaintiffs Kenyata Hendrix, Kayla Hendrix, and Jada Wolf recover for the decedent's pre-death mental and physical pain and suffering, funeral expenses, and medical expenses of the decedent;
3. That Plaintiffs Kenyata Hendrix, Kayla Hendrix, and Jada Wolf recover the maximum amount of punitive damages allowed by law;
4. That Plaintiffs Kenyata Hendrix, Kayla Hendrix, and Jada Wolf recover for lost wages in the maximum amount allowed by law;
5. That Plaintiff Katrina Dobbs recover for funeral expenses;
6. That Plaintiffs recover for such other and further relief as the Court deems proper; and
7. That all issues be tried before a jury.

This 30th Day of December, 2016.

REYNOLDS LAW GROUP, L.L.C.

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