

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA

IRVIN R. LOVE, JR.,)
)
 Plaintiff,)
)
 v.)
)
 WEECOO(TM), PANDA TOWN,)
 AMAZON.COM, LLC, AMAZON)
 LOGISTICS, INC., AMAZON)
 PAYMENTS, INC., AMAZON PICKUP)
 POINTS, LLC, AMAZON SERVICES,)
 LLC, AMAZON WEB SERVICES, INC.,)
 AMAZON.COM SERVICES, INC.,)
 AMAZON.COM.DEDC, LLC, AND)
 AMAZON FULFILLMENT SERVICES,)
 INC., SHENZHEN FEST)
 TECHNOLOGY CO., LTD.,)
 SHENZHEN MATRIX BATTERY CO.,)
 LTD, SHENZHEN RICHEST ENERGY)
 CO., LTD, SHENZHEN HANDPACK)
 TECHNOLOGY CO, LTD, XIAMEN)
 AMBER POWER IMPORT&EXPORT)
 CO., LTD., SHENZHEN BOJULONG)
 DISPLAY TECHNOLOGY CO.,LTD)
)
)
 Defendants.)

**JURY TRIAL
DEMANDED**

COMPLAINT FOR DAMAGES

Irvin R. Love, Jr. (“Plaintiff”), hereby alleges the following against Defendants WEECOO(TM) (“WEECOO”), Panda Town, Amazon.com, LLC (“Amazon”) Amazon Logistics, Inc., Amazon Payments, Inc., Amazon Pickup Points, LLC, Amazon Services, LLC, Amazon Web Services, Inc., Amazon.com Services, Inc., Amazon.com.DEDC, LLC, and Amazon Fulfillment Services, Inc., Shenzhen Fest Technology Co., Ltd., Shenzhen Matrix Battery Co, Ltd., Shenzhen Richest Energy Co., Ltd., Shenzhen Handpack Technology Co, Ltd, Xiamen Amber Power

Import&Export Co., Ltd., Shenzhen Bojulong Display Technology, Co., Ltd (collectively “Defendants”) and shows this Honorable Court as follows:

PARTIES

(Plaintiffs)

1.

Plaintiff Irvin R. Love, Jr., is a resident of 5 Gina Circle, Pooler, Georgia 31322 (“Residence”). Love was severely injured and burned throughout his face, head, shoulders and arm when a hoverboard he purchased caught fire and destroyed his home.

(Defendants)

2.

Defendant WEECOO(TM) was the manufacturer of the two-wheeled, Smart Balance Wheel hoverboard (“Hoverboard”). WEECOO is subject to the jurisdiction of this Court pursuant to O.C.G.A. §§ 9-10-91 *et. seq.* (“The Long-Arm Statute”) because WEECOO committed a tortious injury within Georgia caused by an act or omission outside of Georgia, and WEECOO regularly does or solicits business, engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered in Georgia. WEECOO is subject to the venue of this Court pursuant to the Georgia Constitution of 1983, Art. VI § II, Paragraph IV. Defendant may be served in accordance with the Hague Convention.

3.

Defendant Panda Town was the importer of the Hoverboard. Panda Town is subject to the jurisdiction of this Court pursuant to the Long-Arm Statute because Panda Town committed a tortious injury within Georgia caused by an act or omission outside of Georgia, and Panda Town regularly does or solicits business, engages in any other persistent course of conduct, or derives

substantial revenue from goods used or consumed or services rendered in Georgia. Panda Town is subject to the venue of this Court pursuant to the Georgia Constitution of 1983, Art. VI § II, Paragraph IV. Defendant may be served in accordance with the Hague Convention.

4.

Amazon.com, LLC (“Amazon”) was involved in the sale and distribution of the Hoverboard. Amazon is registered to transact business within Georgia, and Amazon is subject to the jurisdiction of this Court pursuant to the Long-Arm Statute because Amazon committed a tortious injury within Georgia caused by an act or omission outside of Georgia, and Amazon regularly does or solicits business, engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered in Georgia. Amazon is subject to the venue of this Court pursuant to the Georgia Constitution of 1983, Art. VI § II, Paragraph IV. Amazon may be served at 401 Terry Avenue North, Seattle, Washington 98109.

5.

Upon information and belief, Amazon Logistics, Inc. is a subsidiary of Amazon, is registered to transact business in Georgia, and was involved in the sale and distribution of the Hoverboard. Amazon Logistics, Inc., is subject to the jurisdiction of this Court pursuant to the Long-Arm Statute because it committed a tortious injury within Georgia caused by an act or omission outside of Georgia, and it regularly does or solicits business, engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered in Georgia. Amazon Logistics, Inc. is subject to the venue of this Court pursuant to the Georgia Constitution of 1983, Art. VI § II, Paragraph IV. Amazon Logistics, Inc. may be served at 410 Terry Avenue North, Seattle, Washington, 98109.

6.

Upon information and belief, Amazon Payments, Inc. is a subsidiary of Amazon, is registered to transact business in Georgia, and was involved in the sale and distribution of the Hoverboard, including accepting the payment for the Hoverboard. Amazon Payments, Inc. is subject to the jurisdiction of this Court pursuant to the Long-Arm Statute because it committed a tortious injury within Georgia caused by an act or omission outside of Georgia, and it regularly does or solicits business, engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered in Georgia. Amazon Payments, Inc. is subject to the venue of this Court pursuant to the Georgia Constitution of 1983, Art. VI § II, Paragraph IV. Amazon Payments, Inc. may be served at 410 Terry Avenue North, Seattle, Washington, 98109.

7.

Upon information and belief, Amazon Pickup Points, LLC, is a subsidiary of Amazon, is registered to transact business in Georgia, and was involved in the sale and distribution of the Hoverboard. Amazon Pickup Points, LLC, is subject to the jurisdiction of this Court pursuant to the Long-Arm Statute because it committed a tortious injury within Georgia caused by an act or omission outside of Georgia, and it regularly does or solicits business, engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered in Georgia. Amazon Pickup Points, LLC, is subject to the venue of this Court pursuant to the Georgia Constitution of 1983, Art. VI § II, Paragraph IV. Amazon Pickup Points LLC, may be served at 410 Terry Avenue North, Seattle, Washington, 98109.

8.

Upon information and belief, Amazon Services, LLC is a subsidiary of Amazon, is registered to transact business in Georgia, and was involved in the sale and distribution of the Hoverboard. Amazon Services, LLC is subject to the jurisdiction of this Court pursuant to the Long-Arm Statute because it committed a tortious injury within Georgia caused by an act or omission outside of Georgia, and it regularly does or solicits business, engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered in Georgia. Amazon Services, LLC is subject to the venue of this Court pursuant to the Georgia Constitution of 1983, Art. VI § II, Paragraph IV. Amazon Services LLC, may be served at 410 Terry Avenue North, Seattle, Washington, 98109.

9.

Upon information and belief, Amazon Web Services, Inc., is a subsidiary of Amazon, is registered to transact business in Georgia, and was involved in the sale and distribution of the Hoverboard. Amazon Web Services, Inc., is subject to the jurisdiction of this Court pursuant to the Long-Arm Statute because it committed a tortious injury within Georgia caused by an act or omission outside of Georgia, and it regularly does or solicits business, engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered in Georgia. Amazon Web Services, Inc. is subject to the venue of this Court pursuant to the Georgia Constitution of 1983, Art. VI § II, Paragraph IV. Amazon Web Services, Inc., may be served at 410 Terry Avenue North, Seattle, Washington, 98109.

10.

Upon information and belief, Amazon.com Services, Inc., is a subsidiary of Amazon, is registered to transact business in Georgia, and was involved in the sale and distribution of the

Hoverboard. Amazon.com Services, Inc. is subject to the jurisdiction of this Court pursuant to the Long-Arm Statute because it committed a tortious injury within Georgia caused by an act or omission outside of Georgia, and it regularly does or solicits business, engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered in Georgia. Amazon.com Services, Inc. is subject to the venue of this Court pursuant to the Georgia Constitution of 1983, Art. VI § II, Paragraph IV. Amazon.com Services, Inc. may be served at 410 Terry Avenue North, Seattle, Washington, 98109.

11.

Upon information and belief, Amazon.com.DEDC, LLC is a subsidiary of Amazon, is registered to transact business in Georgia, and was involved in the sale and distribution of the Hoverboard. Amazon.com.DEDC, LLC is subject to the jurisdiction of this Court pursuant to the Long-Arm Statute because it committed a tortious injury within Georgia caused by an act or omission outside of Georgia, and it regularly does or solicits business, engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered in Georgia. Amazon.com.DEDC, LLC is subject to the venue of this Court pursuant to the Georgia Constitution of 1983, Art. VI § II, Paragraph IV. Amazon.com.DEDC, LLC, may be served at 1 Centerpoint Boulevard, New Castle, Delaware 19702.

12.

Upon information and belief, Amazon Fulfillment Services, Inc., is a subsidiary of Amazon, is registered to transact business in Georgia, and was involved in the sale and distribution of the Hoverboard. Amazon Fulfillment Services, Inc., is subject to the jurisdiction of this Court pursuant to the Long-Arm Statute because it committed a tortious injury within Georgia caused by an act or omission outside of Georgia, and it regularly does or solicits business, engages in any

other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered in Georgia. Amazon Fulfillment Services, Inc. is subject to the venue of this Court pursuant to the Georgia Constitution of 1983, Art. VI § II, Paragraph IV. Amazon Fulfillment Services, Inc., may be served at 1200-12th Avenue South, #1200, Seattle, Washington 98144.

13.

Amazon, Amazon Logistics, Inc., Amazon Payments, Inc., Amazon Pickup Points, LLC, Amazon Services, LLC, Amazon Web Services, Inc., Amazon.com Services, Inc., Amazon.com.DEDC, LLC, and Amazon Fulfillment Services, Inc. are collectively the “Amazon Entities.” Upon information and belief, the Amazon Entities operated in concert and/or as one entity as the distributors and retailers for the Hoverboard.

14.

Defendant Shenzhen Fest Technology Co., Ltd, is a foreign corporation based out of China and is located at Floor 8, Building C, SAR 1980 Cultural Industry park, Minfu Road, Minzhi, Longhua new district, Shenzhen, Guangdong, China. Defendant is subject to the jurisdiction of this Court pursuant to O.C.G.A. §§ 9-10-91 *et. seq.* (“The Long-Arm Statute”) because it committed a tortious injury within Georgia caused by an act or omission outside of Georgia, and it regularly does or solicits business, engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered in Georgia. Defendant is subject to the venue of this Court pursuant to the Georgia Constitution of 1983, Art. VI § II, Paragraph IV. Defendant may be served in accordance with the Hague Convention.

15.

Defendant Shenzhen Matrix Battery Co, LTD., is a foreign corporation based out of China and is located at Floor 8, Building C, SAR 1980 Cultural Industry park, Minfu Road, Minzhi, Longhua new district, Shenzhen, Guangdong, China. Defendant is subject to the jurisdiction of this Court pursuant to O.C.G.A. §§ 9-10-91 *et. seq.* (“The Long-Arm Statute”) because it committed a tortious injury within Georgia caused by an act or omission outside of Georgia, and it regularly does or solicits business, engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered in Georgia. Defendant is subject to the venue of this Court pursuant to the Georgia Constitution of 1983, Art. VI § II, Paragraph IV. Defendant may be served in accordance with the Hague Convention.

16.

Defendant Shenzhen Richest Energy Co., Ltd., is a foreign corporation based out of China and is located at Floor 8, Building C, SAR 1980 Cultural Industry park, Minfu Road, Minzhi, Longhua new district, Shenzhen, Guangdong, China. Defendant is subject to the jurisdiction of this Court pursuant to O.C.G.A. §§ 9-10-91 *et. seq.* (“The Long-Arm Statute”) because it committed a tortious injury within Georgia caused by an act or omission outside of Georgia, and it regularly does or solicits business, engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered in Georgia. Defendant is subject to the venue of this Court pursuant to the Georgia Constitution of 1983, Art. VI § II, Paragraph IV. Defendant may be served in accordance with the Hague Convention.

17.

Defendant Shenzhen Handpack Technology Co, Ltd, is a foreign corporation based out of China and is located at Floor 8, Building C, SAR 1980 Cultural Industry park, Minfu Road,

Minzhi, Longhua new district, Shenzhen, Guangdong, China. Defendant is subject to the jurisdiction of this Court pursuant to O.C.G.A. §§ 9-10-91 *et. seq.* (“The Long-Arm Statute”) because it committed a tortious injury within Georgia caused by an act or omission outside of Georgia, and it regularly does or solicits business, engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered in Georgia. Defendant is subject to the venue of this Court pursuant to the Georgia Constitution of 1983, Art. VI § II, Paragraph IV. Defendant may be served in accordance with the Hague Convention.

18.

Defendant Xiamen Amber Power Import&Export Co., Ltd., is a foreign corporation based out of China and is located at Floor 8, Building C, SAR 1980 Cultural Industry park, Minfu Road, Minzhi, Longhua new district, Shenzhen, Guangdong, China. Defendant is subject to the jurisdiction of this Court pursuant to O.C.G.A. §§ 9-10-91 *et. seq.* (“The Long-Arm Statute”) because it committed a tortious injury within Georgia caused by an act or omission outside of Georgia, and it regularly does or solicits business, engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered in Georgia. Defendant is subject to the venue of this Court pursuant to the Georgia Constitution of 1983, Art. VI § II, Paragraph IV. Defendant may be served in accordance with the Hague Convention.

19.

Defendant Shenzhen Bojulong Display Technology Co., Ltd., is a foreign corporation based out of China and is located at 8F, Building 1, Boju Qianneng Industrial Park, 3rd Industrial Zone, LiSongLang Community, Gongming Office, Guangming New district, Shenzhen,

Guangdong, China. Defendant is subject to the jurisdiction of this Court pursuant to O.C.G.A. §§ 9-10-91 *et. seq.* (“The Long-Arm Statute”) because it committed a tortious injury within Georgia caused by an act or omission outside of Georgia, and it regularly does or solicits business, engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered in Georgia. Defendant is subject to the venue of this Court pursuant to the Georgia Constitution of 1983, Art. VI § II, Paragraph IV. Defendant may be served in accordance with the Hague Convention.

FACTS

20.

In 2015, the Amazon Entities advertised the Hoverboard for sale throughout Georgia as a “WEECOO(TM) Two Wheels Smart Self Balancing Scooters Electric Drifting Board Personal Adult Transporter.” A true and correct copy of Love’s purchase of the Hoverboard from the Amazon Entities is attached as **Exhibit ‘A.’**

21.

The Amazon Entities represented that the Hoverboard was “Sold by: Panda Town(Ships from HongKong) [sic].”

22.

On or about November 22, 2015, the Amazon Entities sold the Hoverboard to Love for \$264.53 in what the Amazon Entities identified as “Order #113-2412003-6381010.” On November 23, 2015, the Amazon Entities arranged the shipment of the Hoverboard to the Residence.

23.

Love purchased the Hoverboard as a Christmas present for his girlfriend's daughter. The Amazon Entities advertised the Hoverboard, accepted payments for the Hoverboard, and facilitated the distribution and shipment of the Hoverboard to the Residence.

24.

The Hoverboard contained no warnings about the risk of fire or about excessive heat. The Amazon Entities never warned Love or his girlfriend about the risk of fire or about excessive heat related to the Hoverboard though the Amazon Entities knew or should have known about the risk of fire or excessive heat related to the Hoverboard because of other fires that were caused by the same model Hoverboard and most of the lithium-ion battery powered hoverboards manufactured in China.

25.

On or about February 5, 2016, Love discovered that the Hoverboard had started a fire at the Residence. The Hoverboard was not plugged in at the time of the fire.

26.

Love immediately and urgently began to try to get himself and his girlfriend out of the Residence.

27.

Unfortunately, due to the speed with which the fire spread and the ferocity of the fire, Love suffered smoke inhalation and severe burns over much of his body in the fire, including on his head and face, back, and shoulders. True and correct pictures of the injuries Love suffered in the first are attached as **Exhibits 'B', 'C', and 'D'**.

28.

Love was taken to Memorial University Medical Center in Savannah, Georgia, for his initial treatment. Because of the severity of his injuries, Love was immediately transferred to the Joseph M. Still Burn Center at the Doctors Hospital in Augusta, Georgia.

29.

While being treated, Love's doctors placed cadaver skin over Love's burns because of the severity of his burns.

30.

The first started by the Hoverboard completely destroyed the Residence resulting in the loss of over \$50,000 in both real and personal property. The fire started by the Hoverboard was so hot that Love's gun safe melted. A true and correct picture of the Residence following the fire is attached as **Exhibit 'E'**.

31.

Love suffered severe emotional injuries in the horror of trying to escape the fire and save his girlfriend from the fire, along with the loss of all of his possessions.

32.

Prior to February 5, 2016, the Amazon Entities knew of multiple instances of fires being caused by hoverboards that were being sold by Amazon, including the following written notifications to the Amazon Entities:

- November 11, 2015, Somerville, Massachusetts;
- November 18, 2015, Chicago, Illinois;
- November 20, 2015, Torrance, California;
- November 21, 2015, Lafitte, Louisiana;

- November 27, 2015, Ashtabula, Ohio;
- November 27, 2016, Gulf Shores, Alabama;
- December 18, 2016, Lincoln Nebraska;
- December 23, 2015, Medford, Oregon; and
- January 3, 2016, Nashville, Tennessee.

33.

In addition to these specific notices, the Amazon Entities knew that they were facilitating the shipment of poor-quality hoverboards that were manufactured in China and contained lithium-ion batteries that were causing fires throughout the United States.

34.

Not only did the Amazon Entities fail to warn consumers about the dangers of fires from hoverboards, the Amazon Entities actually aggressively marketed the hoverboards.

35.

All or nearly all of the hoverboards that the Amazon Entities were selling and distributing, including upon information and belief the Hoverboard, failed to comply with UN/DOT 38.3, Transport of Dangerous Goods for Lithium Metal and Lithium Ion Batteries, and the hoverboards were extremely dangerous and presented a substantial product hazard as defined in 15 U.S.C. § 206(a).

COUNT I

(Strict Liability)

36.

Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through 35.

37.

The Defendants are strictly liable in tort to Love under O.C.G.A. § 51-1-11 and other applicable law for the injuries suffered by Love because the risks inherent in the design of the Hoverboard outweighed any utility of the chosen design, thereby rendering the Hoverboard defective, unreasonably dangerous and not reasonably suited to the use for which it was intended.

38.

The Defendants are strictly liable in tort to Love under O.C.G.A. § 51-1-11 and other applicable law for the injuries suffered by Love failing to properly manufacture the Hoverboard in accordance with its design.

39.

This Hoverboard was defective and unreasonably dangerous when distributed and sold by Defendants and at the time of its first sale, it was not merchantable and was not reasonably suited for the use for which the product was intended.

40.

Those defects existing at the time of first sale include, but are not limited to, the following;

- (a) The absence of adequate, conspicuous warnings to owners and users of the dangerous characteristics and properties of the product;
- (b) The failure to properly test the Hoverboard in order to determine tendency to fail in certain foreseeable circumstances;
- (c) The negligent failure to recall the Hoverboard and similarly designed products;
- (d) The defective design of the Hoverboard; and,
- (e) The failure to properly manufacture the Hoverboard.

41.

The defects and acts of negligence described in this Complaint proximately caused Love's injuries and damages described herein.

COUNT TWO

(Negligence)

42.

Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through 41.

43.

The Hoverboard was negligently designed and manufactured, making it defective at the time of its first distribution and sale in the United States of America and the State of Georgia.

44.

The defective condition existing in the product included, but was not limited to, the following:

- (a) The absence of adequate, conspicuous warnings to owners and users of the dangerous characteristics and properties of the product;
- (b) The failure to properly test the Hoverboard in order to determine tendency to fail in certain foreseeable circumstances; and
- (c) The negligent failure to recall the subject Hoverboard and similarly designed products.

45.

Defendants had the duty to exercise reasonable care in designing, engineering, testing, manufacturing, inspecting, marketing, distributing, selling and, if necessary, recalling the Hoverboard and similarly designed products in order to avoid an unreasonable risk of physical

harm to owners and users. These defendants breached their duty to exercise reasonable care with respect to the Hoverboard in question.

46.

Defendants also failed to utilize economical and technically available safety design alternatives with the design of the Hoverboard.

47.

Defendants were negligent in designing, testing and/or manufacturing, inspecting, marketing, distributing and selling the Hoverboard in such a manner and in such a condition as to cause the product to be inherently dangerous in the course of reasonably foreseeable uses.

48.

Defendant's failure to exercise due care combined with the defects present in the Hoverboard proximately caused Love's catastrophic injuries and damages described herein.

COUNT THREE

(Fraudulent Concealment of Defect)

49.

Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through 48.

50.

Prior to designing, marketing, distributing, selling, and placing the Hoverboard in question into the stream of commerce and at all other times pertinent herein to the present day, Defendants were aware of the dangerous and defective design of the Hoverboard.

51.

Despite this knowledge, Defendants refused to warn the public of the dangerous propensities of its products or recall the Hoverboard and similar products to correct the defect. Instead, Defendants concealed its special knowledge of these dangerous and defective characteristics.

52.

As a direct and proximate result of the tortious acts and/or omissions as set forth in this Complaint, Plaintiffs suffered injuries and damages.

53.

As a direct and proximate result of the tortious acts and/or omissions as set forth in this Complaint, Defendants acted willfully, wantonly, and with an entire want of care sufficient to raise the presumption of a conscious indifference to the consequences such that punitive damages should be awarded to punish and deter these Defendants from similar future misconduct.

COUNT FOUR

(Failure to Warn)

54.

Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through 53.

55.

The Defendants owed a duty to warn, a duty to adequately warn the public, and a continuing duty to warn the public of dangers associated with the design, use and operation of its products.

56.

Prior to designing, manufacturing, marketing, distributing, testing, selling, and placing the Hoverboard into the stream of commerce and at all other times pertinent herein to the present day, the Defendants were aware of the dangerous and defective design of the Hoverboard.

57.

The Defendants were aware that the Hoverboard was defective and would cause fires that would lead to severe injuries that were reasonably foreseeable.

58.

Despite this knowledge, the Defendants failed to warn and to adequately warn the public of the dangers associated with the Hoverboard.

59.

As a direct and proximate result of the Defendants' actions, Love was seriously injured and suffered other damages.

COUNT FIVE

(Breach of Warranty of Merchantability and Fitness)

60.

Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through 59.

61.

The Hoverboard was sold as new property to Love by Amazon, a merchant in goods of like kind.

62.

The sales contract for the Hoverboard included express and implied warranties of fitness and merchantability, and the product contained express and implied warranties of fitness and

merchantability. The Defendants did not properly disavow these warranties in accordance with the Uniform Commercial Code.

63.

The Hoverboard was neither merchantable nor reasonably fit and suitable for the purpose for which it was intended to be used.

64.

The defects and dangerous conditions present in the Hoverboard, as described in greater detail in this Complaint above, constitute breaches of the express and implied warranties of merchantability and fitness.

65.

The injuries and damages suffered by Love, were foreseeable and were the direct and proximate result of the breach of express and implied warranties.

**COUNT SIX
(Punitive Damages)**

66.

Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 65.

67.

Defendants have shown willful conduct, malice, fraud, wantonness, oppression or the entire want of care that would raise the presumption of conscious indifference to consequences.

68.

As a result, Plaintiff is entitled to punitive damages in an amount to be determined by a jury.

PRAYER FOR RELIEF AND DAMAGES

Wherefore, Plaintiffs pray that:

- (a) A trial by jury be conducted;
- (b) That an award against Defendants and in favor of Plaintiff be entered for the compensatory damages for the severe injuries, pain, mental distress, suffering and property damage in an amount to be proven at trial;
- (c) That an award of punitive damages be entered against Defendants be entered in an amount to be determined by the jury;
- (e) That an award for Plaintiff's reasonable attorneys' fees, costs and interest against Defendants be entered; and
- (f) That the Court grant such other and further relief as it deems just and proper.

This 2nd day of February, 2018.

Respectfully Submitted,

PENN LAW LLC

BY: /s/ Darren W. Penn
DARREN W. PENN
Georgia Bar No. 571322
DAVID N. DREYER
Georgia Bar No. 141322

4200 Northside Parkway, NW
Building One, Suite 100
Atlanta, GA 30327
(404) 961-7655 Telephone/Fax