

**IN THE STATE COURT OF DEKALB COUNTY
STATE OF GEORGIA**

MAX LAGUERRE,)	
)	
Plaintiff,)	
)	17A64087
v.)	Civil Action File No. _____
)	JURY TRIAL DEMANDED
)	
PEACHTREE PROPERTY SUB, LLC,)	
DOING BUSINESS AS CROWNE PLAZA)	
HOTEL ATLANTA-MIDTOWN;)	
FO PEACHTREE PROPERTY, LLC,)	
DOING BUSINESS AS CROWNE PLAZA)	
HOTEL ATLANTA-MIDTOWN;)	
AWH PARTNERS, LLC, DOING)	
BUSINESS AS CROWNE PLAZA HOTEL)	
ATLANTA-MIDTOWN; CAJUN)	
CONTRACTORS, INC.; CAJUN)	
BUILDERS, INC., CAJUN)	
DEVELOPMENT, LLC, AND JOHN)	
DOES 1 THROUGH 5,)	
)	
)	
)	
Defendants.)	
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COMPLAINT AND DEMAND FOR TRIAL BY JURY

The Complaint of the Plaintiff respectfully alleges the following:

PARTIES AND JURISDICTION

1.

Plaintiff Max Laguerre is a resident of the State of Georgia.

2.

Defendant PEACHTREE PROPERTY SUB, LLC, DOING BUSINESS AS CROWNE PLAZA HOTEL ATLANTA (“Defendant PPS, LLC”) is a foreign limited liability company, authorized to transact business in the State of Georgia, with a principal

place of business at 1040 Avenue of the Americas, 9th Floor, New York, NY 10018. Defendant PPS, LLC may be served with second original summons and complaint through its registered agent: United Corporate Services, Inc., 4228 First Avenue, Suite 10, Tucker, Georgia 30084.

3.

Defendant PPS, LLC is subject to the jurisdiction of this Court.

4.

Defendant PPS, LLC is subject to the venue of this Court.

5.

Defendant PPS, LLC has been properly served with process in this action.

6.

Defendant FO PEACHTREE PROPERTY, LLC, DOING BUSINESS AS CROWNE PLAZA HOTEL ATLANTA (“Defendant FPP, LLC”) is a foreign limited liability company, authorized to transact business in the State of Georgia, with a principal place of business at 1040 Avenue of the Americas, Suite 9B, New York, NY 10019. Defendant FPP, LLC may be served with second original summons and complaint through its registered agent: United Corporate Services, Inc., 4228 First Avenue, Suite 10, Tucker, Georgia 30084.

7.

Defendant FPP, LLC is subject to the jurisdiction of this Court.

8.

Defendant FPP, LLC is subject to the venue of this Court.

9.

Defendant FPP, LLC has been properly served with process in this action.

10.

Defendant AWH PARTNERS, LLC, DOING BUSINESS AS CROWNE PLAZA HOTEL ATLANTA (“Defendant AWH”) (Defendant PPS, LLC, FPP, LLC, and AWH will be collectively referred to hereinafter as “Defendants PPS, LLC” or “the PPS, LLC Defendants”) is a foreign limited liability company with a principal place of business at 1040 Avenue of the Americas, 9th Floor, New York, NY 10018. Defendant AWH may be served with second original summons and complaint via Georgia’s Long Arm Statute through its registered agent: United Corporate Services, Inc., 874 Walker Road, Suite C, Dover, DE 19904.

11.

Defendant AWH is subject to the jurisdiction of this Court.

12.

Defendant AWH is subject to the venue of this Court.

13.

Defendant AWH has been properly served with process in this action.

14.

Defendant CAJUN CONTRACTORS, INC. is a foreign corporation with a principal place of business at 2691 Stormy Circle, Navarre, Florida 32566. Defendant Cajun Contractors, Inc. may be served with second original summons and complaint through its registered agent via Georgia’s Long-Arm Statute as follows: Troy L. Bossier, 2691 Stormy Circle, Navarre, Florida 32566.

15.

Defendant CAJUN CONTRACTORS, INC is subject to the jurisdiction of this Court.

16.

Defendant CAJUN CONTRACTORS, INC is subject to the venue of this Court.

17.

Defendant CAJUN CONTRACTORS, INC. has been properly served with process in this action.

18.

Defendant CAJUN BUILDERS, INC. is a foreign corporation with a principal place of business at 2691 Stormy Circle, Navarre, Florida 32566. Defendant Cajun Builders, Inc. may be served with second original summons and complaint via Georgia's Long-Arm Statute through its President: Troy L. Bossier, 2691 Stormy Circle, Navarre, Florida 32566.

19.

Defendant CAJUN BUILDERS, INC. is subject to the jurisdiction of this Court.

20.

Defendant CAJUN BUILDERS, INC. is subject to the venue of this Court.

21.

Defendant CAJUN BUILDERS, INC. has been properly served with process in this action.

22.

Defendant CAJUN DEVELOPMENT, LLC (Cajun Development, LLC, Cajun Builders, Inc., and Cajun Contractors, Inc. will be collectively referred to hereinafter as “Defendant Cajun” or the “Cajun Defendants”) is a foreign limited liability company with a principal place of business at 2691 Stormy Circle, Navarre, Florida 32566. Defendant Cajun Development, LLC may be served with second original summons and complaint via Georgia’s Long-Arm Statute through its President: Troy L. Bossier, 2691 Stormy Circle, Navarre, Florida 32566.

23.

Defendant CAJUN DEVELOPMENT, LLC. is subject to the jurisdiction of this Court.

24.

Defendant CAJUN DEVELOPMENT, LLC is subject to the venue of this Court.

25.

Defendant CAJUN DEVELOPMENT, LLC has been properly served with process in this action.

26.

Upon information and belief, Defendants John Doe 1 through 5 are residents of the State of Georgia and are subject to the venue and jurisdiction of this Court. Defendant Does are the individuals who were working on a construction project on the Premises at issue. At all times relevant hereto, Defendants John Doe 1 through 5 were acting within the course and scope of their employment with Defendant Cajun

Contractors, Inc., Defendant Cajun Builders, Inc. and Defendant Cajun Development, LLC, such that these corporate defendants are liable for their negligent actions and omissions.

OPERATIVE FACTS

27.

Plaintiff reasserts and re-alleges paragraphs 1-26, above, as though they were fully set forth herein.

28.

At all times herein, Defendants PPS, LLC (Defendants PPS, LLC (Defendant PPS, LLC, Defendant FPP, LLC and Defendant AWH) owned, operated, controlled and managed the Crowne Plaza Hotel Atlanta, located at 590 West Peachtree Street, NW, Atlanta, Georgia 30308 (hereinafter referred to as the “Property,” “Hotel” or “Premises”).

29.

At all times herein, Defendants PPS, LLC had a contract with the Cajun Defendants to perform a construction project on the Premises.

30.

Crowne Plaza Hotel is an established hotel in Atlanta, Georgia.

31.

On July 20, 2015, at approximately 3:30 p.m., Mr. Laguerre, who is a taxi cab driver, was waiting outside of his taxi cab at the taxi stand in front of the hotel.

32.

Mr. Laguerre and other taxi cab drivers waited at the taxi stand in order to readily provide transportation to guests of the hotel.

33.

While he was waiting outside of the hotel, without warning, a metal pipe fell from the roof of the hotel where the pool is located.

34.

The metal pipe hit Mr. Laguerre's face, nose, and body, even though Mr. Laguerre attempted to shield his face with his hands and arms.

35.

Mr. Laguerre was immediately injured, suffering from lacerations, contusions, a broken nose, a wrist injury, and a head injury, amongst others.

36.

Prior to the incident, Mr. Laguerre did not know that there was a loose pipe on the roof of the hotel.

37.

The Defendants did not warn Mr. Laguerre about the dangerous, loose pipe.

38.

As a result of the incident, Mr. Laguerre suffered from permanent, debilitating injuries.

39.

Mr. Laguerre had no prior knowledge of the dangers associated with being present on the Property, and he had no reason to believe a pipe would fall from the hotel and onto his body on or about July 20, 2015.

**ALLEGATIONS OF NEGLIGENCE AS TO DEFENDANTS PPS, LLC, FPP, LLC,
and AWH**

40.

Plaintiff reasserts and re-alleges paragraphs 1-39, above, as though they were fully set forth herein.

41.

At all times mentioned herein, Defendants PPS, LLC (Defendant PPS, LLC, Defendant FPP, LLC and Defendant AWH) had exclusive control over and management of said property, and Defendants PPS, LLC had a legal duty to keep its premises in a condition and state safe for its invitees and licensees.

42.

Defendants PPS, LLC had a nondelegable legal duty to have due regard for the safety of their invitees and licensees, including Max Laguerre, by taking adequate measures to keep the Premises safe and/or warn its invitees and licensees about the unsafe nature of its Property.

43.

Prior to the time when Plaintiff was injured on July 20, 2015, Defendants PPS, LLC knew of, or by the exercise of due care for the safety of its invitees and licensees, including Max Laguerre, should have known of the dangerous and unsafe condition, specifically the loose pipe, on its Premises and that the failure to warn of or correct said condition(s) was likely to result in injuries to invitees and/or licensees such as Mr. Laguerre.

More specifically, at all relevant times, Defendants PPS, LLC owed certain civil duties to Max Laguerre. Notwithstanding, Defendants breached at least the following duties, proximately causing the injuries to Max Laguerre:

- a. Violation of O.C.G.A. § 51-3-1 by failing to use ordinary care to keep the premises safe;
- b. Failing to warn, post warning signs or warning markings regarding dangerous conditions, specifically the falling pipe, on the premises;
- c. Failing to inspect, examine, monitor, maintain, repair, abate, and correct some or all of the defective conditions, specifically a loose pipe on the roof, on the Premises;
- d. Failing to properly train and supervise their employees in regard to the maintaining the Premises in safe condition for its invitees and/or licensees;
- e. Negligently retaining, entrusting, hiring, training and supervising said employees, and agents regarding preventing harm to its licensees and invitees;
- f. Failing to comply with national and local standards regarding safety of Premises; and,
- g. By committing other negligent and reckless acts and omissions as may be shown by the evidence and proven at trial.

Defendants' PPS, LLC breaches of certain duties owed to Max Laguerre constitute negligence per se.

46.

Defendants PPS, LLC had knowledge, both actual and constructive, of the need to properly inspect, construct, maintain, manage, repair, abate, correct, examine, and monitor the Property in order to keep it in a safe condition.

47.

Defendants PPS, LLC had knowledge, both actual and constructive, that a loose pipe on top of the building could fall and injure invitees and licensees, such as Mr. Laguerre.

48.

Defendant PPS, LLC had knowledge, both actual and constructive, that there was a loose pipe on top of the building could fall and injure invitees and licensees, such as Mr. Laguerre.

49.

If Defendants PPS, LLC did not know about the dangerous pipe, upon the exercise of due care, specifically proper inspection and properly scheduled maintenance, Defendants would have discovered the dangerous condition.

50.

Defendants PPS, LLC knew that the pipe, as it existed on July 20, 2015, violated applicable building, fire, or safety codes.

51.

Defendants' PPS, LLC failure to maintain the premises in a safe condition, specifically the failure to secure or remove a loose pipe from the building where it could fall and harm invitees and licensees such as Plaintiff, created an unreasonable risk of

injury to its invitees and licensees, including Mr. Laguerre.

52.

Defendants' PPS, LLC failure to inspect the premises to ensure it was in safe condition, specifically the failure inspect the building to ensure that a loose pipe would not fall from the building, created an unreasonable risk of injury to its invitees and licensees, including Mr. Laguerre.

53.

Defendants PPS, LLC knew of, or with the exercise of due care to its invitees and licensees, including Mr. Laguerre, should have known of, the dangerous and hazardous conditions, specifically the loose pipe, existing at the hotel, and knew that or should have known the failure to properly construct, renovate, maintain, repair, inspect, and manage the premises created an unreasonable risk of injury to Mr. Laguerre.

54.

Defendants PPS, LLC had actual knowledge of the dangerous and hazardous conditions, specifically the loose pipe, existing at the hotel, due to the direct knowledge of its employees and agents.

55.

Defendants PPS, LLC negligently failed to maintain a policy, procedure, or system of inspecting, investigating, reporting, and warning invitees and licensees, including Mr. Laguerre, about the negligently maintained property and its dangerous conditions.

56.

Defendants PPS, LLC negligently represented to its invitees and licensees, including Mr. Laguerre, that the property at issue was properly maintained.

57.

Plaintiff Laguerre's injuries were a reasonably foreseeable result of Defendants PPS, LLC'S above-described negligence.

58.

Defendants' PPS, LLC negligence was a cause in fact and proximate cause of the Plaintiff's injuries.

59.

Plaintiff sustained serious injuries, mental anguish, loss of enjoyment of life, and other damages, including, but not limited to medical expenses, past and future, lost wages and the ability to labor, all of which were foreseeable and directly and proximately caused by the Defendants PPS, LLC's breach of duties owed to Plaintiff and the negligence of Defendants.

60.

But for the negligence of Defendants PPS, LLC, Plaintiff would not have suffered serious injury, physical pain, mental and psychological suffering and anguish, inconvenience, and other injuries as proven at the trial of this matter.

61.

Defendants PPS, LLC admits fault for causing Plaintiff's injuries and damages.

62.

Plaintiff was not contributorily negligent.

63.

At all relevant times hereto, Plaintiff exercised ordinary care for his own safety under the conditions and circumstances then existing.

64.

Each of the foregoing acts and omissions on the part of Defendants PPS, LLC constitutes an independent act of negligence and one or more or all of the above-stated acts or omissions were the direct and proximate causes of the injuries suffered by Plaintiff. But for said tortious acts, Plaintiff would not have suffered injuries and damages. Defendants PPS, LLC is liable for the personal injuries of Plaintiff and all damages recoverable under Georgia law.

65.

As a result of Defendants PPS, LLC's negligence, Plaintiff incurred reasonable, necessary, and continuing medical expenses.

66.

As a result of Defendants PPS, LLC's negligence, Plaintiff will incur future medical expenses.

**ALLEGATIONS OF NEGLIGENCE AS TO JOHN DOES 1 THROUGH 5 AND
CAJUN DEFENDANTS**

67.

Plaintiff reasserts and re-alleges paragraphs 1-66, above, as though they were fully set forth herein.

68.

At all times relevant, Defendants John Doe 1 through 5 owed a duty of to exercise ordinary and reasonable care to Plaintiff.

69.

Defendants John Doe 1 through 5 breached their duty of reasonable care by failing to secure the pipe on the roof of the building and causing the pipe to fall and hit Plaintiff.

70.

Defendants John Doe 1 through 5's failure to secure the pipe that fell from the building and hit Plaintiff was negligent.

71.

At all relevant times herein, Defendants John Doe 1 through 5 were acting within the scope of employment with the Cajun Defendants, rendering the Cajun Defendants responsible for Defendants John Doe 1 through 5's negligence pursuant to the theories of *respondeat superior*, vicarious liability and agency principles.

72.

At all relevant times herein, the Cajun Defendants retained the right to direct and control the time and manner of executing work and/or interfered to assume control of the work of the John Doe defendants, rendering the Cajun Defendants liable for the John Doe defendants' negligence.

73.

At all times relevant, the Cajun Defendants owed a duty to exercise ordinary and reasonable care to Plaintiff.

74.

At all relevant times herein, the Cajun Defendants knew that the construction project conducted on a roof top of a high rise hotel building involved an increased risk and peculiar danger that required special precautions in order to avoid injuries to third parties.

75.

The Cajun Defendants' failure to implement safety rules, precautions, and procedures, to train, and to supervise its employees and/or subcontractors for the construction project related to the subject incident in order to ensure the work was performed safely was a breach of their duty of care and is negligence per se.

76.

The Cajun Defendants are liable for negligently hiring, screening, supervising, training and retaining Defendants John Doe 1 through 5, despite knowing their propensities for negligent conduct.

77.

The Cajun Defendants also liable for negligently supervising, training and retaining Defendants John Doe 1 through 5, specifically failing to train and supervise Defendants John Doe 1 through 5 to utilize proper safety policies and procedures to avoid causing injuries to third persons such as Plaintiff while working at on the subject Premises.

78.

Each of the Defendants' above-described acts and omissions were a breach of their duty of ordinary care, were negligent and caused Plaintiff to suffer from injuries and damages.

79.

Plaintiff Laguerre's injuries were a reasonably foreseeable result of the Cajun Defendants and Defendants John Doe 1 through 5's above-described negligence.

80.

Defendants John Doe 1 through 5's and the Cajun Defendants' negligence was a cause-in-fact and proximate cause of the Plaintiff's injuries.

81.

Plaintiff sustained serious injuries, mental anguish, loss of enjoyment of life, and other damages, including, but not limited to medical expenses, past and future, lost wages and the ability to labor, all of which were foreseeable and directly and proximately caused by the Cajun Defendants and Defendants John Doe 1 through 5's breach of duties owed to Plaintiff and the negligence of Defendants John Doe 1 through 5 and the Cajun Defendants.

82.

But for the negligence of the Cajun Defendants and Defendants John Doe 1 through 5, Plaintiff would not have suffered serious injury, physical pain, mental and psychological suffering and anguish, inconvenience, and other injuries as proven at the trial of this matter.

83.

Defendants John Doe 1 through 5 and the Cajun Defendants admit fault for causing Plaintiff's injuries and damages.

84.

Plaintiff was not contributorily negligent.

85.

At all relevant times hereto, Plaintiff exercised ordinary care for his own safety under the conditions and circumstances then existing.

86.

Each of the foregoing acts and omissions on the part of the Cajun Defendants and John Does 1 through 5 constitutes an independent act of negligence and one or more or all of the above-stated acts or omissions were the direct and proximate causes of the injuries suffered by Plaintiff. But for said tortious acts, Plaintiff would not have suffered injuries and damages. The Cajun Defendants and John Doe 1 through 5 are liable for the personal injuries of Plaintiff and all damages recoverable under Georgia law.

87.

As a result of the Cajun Defendants' and John Doe 1 through 5's negligence, Plaintiff incurred reasonable, necessary, and continuing medical expenses.

88.

As a result of the Cajun Defendants' and John Doe 1 through 5's negligence, Plaintiff will incur future medical expenses.

ATTORNEY'S FEES AS TO ALL DEFENDANTS

89.

Plaintiff re-alleges and incorporates herein the allegations contained in Paragraphs 1 through 79 above as if fully reinstated.

90.

As Defendants have been stubbornly litigious, Plaintiff is entitled to reasonable attorneys' fees and expense of this litigation pursuant to O.C.G.A. § 13-6-11.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays and demands as follows:

- a. That Summons issue, as provided by law, requiring Defendants to appear and answer Plaintiff's Complaint;
- b. That service be had upon Defendants as provided by law;
- c. That Defendants timely and adequately respond to Interrogatories, Request for Production of Documents and Request to Admit, served herewith;
- d. That the Court award and enter a judgment in favor of Plaintiff, against Defendants, in an amount to compensate Plaintiff for all damages including, but not limited to, all special, compensatory, economic, and other allowable damages, in accordance with the enlightened conscience of an impartial jury, as permitted under Georgia law, plus cost and interest;
- e. That the Plaintiff has a trial by a jury of twelve as to all issues; and

f. That the Plaintiff has such other and further relief as the Court may deem just and proper.

Respectfully submitted,

DIXON DAVIS, LLC

/s/ S.K. Rod Dixon

SK Rod Dixon

Georgia Bar No. 223395

/s/ Quynh-Huong "Betty" Nguyen Davis

Quynh-Huong Nguyen Davis

Georgia Bar No. 141293

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STATE COURT OF
DEKALB COUNTY, GA.
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