

IN THE STATE COURT OF COBB COUNTY
STATE OF GEORGIA

Ans Rana

Plaintiff;

v.

Amazon Logistics, Inc.;
Harper Logistics LLC;
Old Republic Insurance Co.;
Bryan Michael Williams;
John Doe 1-3; and ABC Corp. 1-3;

Defendants.

Civil Action File No.: 21-A-2303

Demand for Jury Trial

FOURTH AMENDED COMPLAINT FOR DAMAGES

Parties and Jurisdiction

1. Plaintiff is a citizen and resident of Georgia who was involved in a car wreck in Georgia on March 15, 2021.
2. Defendant Amazon Logistics, Inc. is a foreign for-profit corporation who does business in Georgia and may be served in any manner authorized by law. Amazon Logistics maintains a registered agent in Gwinnett County.
3. Old Republic Insurance Co. is a foreign for-profit insurance company who is authorized to do business in Georgia and sells insurance in Georgia. Old Republic may be served in any manner allowed by law including by serving its registered agent who is located in Gwinnett County.
4. Old Republic Insurance Co. maintains an agent or a place of doing business in Cobb County.

5. The person entitled to the insurance proceeds on the Old Republic Insurance Co. policy maintains his legal residence in Cobb County.
6. Defendant Harper Logistics LLC is a domestic LLC whose principal place of business is in Marietta, GA. Harper Logistics may be served in any manner authorized by law. Harper Logistics is a citizen and resident of Georgia. Harper Logistics maintains a registered agent in in Cobb County.
7. Defendant Bryan Michael Williams is a citizen and resident of Georgia who was involved in a car wreck in Marietta, Georgia on March 15, 2021. Defendant Williams lives in Cobb County.
8. All Defendants are joint tortfeasors.
9. Venue and jurisdiction are proper in Cobb County.

Factual Overview

10. On March 15, 2021 Ali Kamran was operating a vehicle on I-75 southbound in Marietta, GA. Plaintiff Rana was a backseat passenger in Kamran's Tesla Model S.
11. On March 15, 2021 Kortnie Watson and Bryan Williams were also operating vehicles on I-75 southbound in Marietta, GA.
12. Due to a mechanical difficulty, Kortnie Watson's Nissan Altima came to a stop in lane 3 of 6 southbound travel lanes on I-75 southbound.
13. Ali Kamran's Tesla was traveling behind Watson's Altima.
14. Upon viewing the stopped Altima, Kamran was able to safely slow and stop his Tesla and activate his emergency hazard flashers.

15. Williams was driving an Amazon delivery van behind Kamran.
16. Williams was not keeping a proper lookout and did not see the Tesla.
17. At the time of the collision, Bryan Williams was under the influence of an illegal drug to the extent it substantially impaired his driving at the time of the occurrence.
18. In his pre-employment background screening, Williams truthfully disclosed to Amazon and Harper his past history of problems with illegal drugs (#Harper00012), but when the screening agent tried to follow up for more questions, Williams ignored them and did not respond (#Harper00007). Amazon and Harper hired Williams anyway.
19. Amazon directly is the entity who screens and approves potential DAs for employment. Amazon does not even share the screening criteria with the DSP operators. DSP operators are incapable of putting a driver on a shift until Amazon screens and approves the DA.
20. The Tesla's onboard cameras captured the collision on video and show the Tesla's rear hazard lights blinking for several seconds before the Amazon van smashes into the back of the Tesla at highway speed without slowing down.
21. The Amazon van was traveling 67.73 miles per hour in a 55 mph zone at the moment the impact occurred. Amazon's Flex App was incorrectly telling the driver that the speed limit in this area was 70 mph.
22. All three occupants of the Tesla, Ali Kamran (driver), Muhammed Khan (father and front seat passenger), and Ans Rana (younger brother and backseat passenger) were physically, mentally, and emotionally injured as a result of this collision.

23. Williams was working as a driver for Harper Logistics.
24. Harper Logistics is an Amazon Driver Service Provider (“DSP”).
25. Amazon uses its website and other resources to recruit DSP “owners” and helps them establish the business with incorporation documents, legal assistance, procuring insurance, and other business-development assistance that Amazon refers to as a “comprehensive toolkit.”
26. Amazon has arranged for an exclusive deal package for the DSPs that provides, which vans to buy or lease with Amazon logos, offers uniforms, fuel programs, DOT compliance assistance, recruitment tools, payroll and tax assistance, business “coaching.”
27. Amazon sends all new DSP operators to an Owner’s Experience Week aka “OEW” camp where the new DSP operators are taught how to comply with all of Amazon’s expectations and introduced to the Amazon-preferred vendors for every imaginable aspect of operating the DSP.
28. At OEW, the new DSP operators are presented with presentations from the Amazon-preferred providers for various products such as the required insurance. Only one insurance company is allowed to come and make such a presentation to the new DSP operators. Thus, when a claim-incident occurs, Amazon’s chosen insurance carrier selects the defense lawyers for Amazon, the DSP, and the driver.
29. Amazon then recruits the actual drivers “DAs” and refers them to the DSP providers.
30. Amazon provides the DSP partners with a “comprehensive toolkit” that governs all aspects of operating the DSP.

31. Amazon conducts a two-day driver training program for all new drivers on Amazon property taught by Amazon employees.
32. The night before a shift, the DSP operator provides Amazon with a list of drivers who can work the next day. This process is called “rostering the drivers.”
33. But Amazon itself decides what route each DA should be assigned to complete.
34. Amazon does not absolutely require the DSP’s to keep each DA on the assigned route, but it heavily encourages the DSP’s not to reassign the routes and reprimands the DSP operators when they choose to reassign drivers to a route other than the one chosen by Amazon.
35. Amazon DSP operators have zero input into the number of packages per route, the length or design of the routes, or which drivers should complete each route.
36. Amazon chooses the packages for each route and puts them into a mobile bin on wheels that each driver must grab and load into their van when they pull into the station.
37. While the drivers are loading the packages, Amazon employees roam up and down the aisles hollering at the drivers over bullhorns to load faster and move out.
38. If the drivers fall behind Amazon’s desired pace during the route, Amazon employees begin using the “Chime App” to send text messages to the DSP operators complaining that a certain driver is “behind the rabbit” and needs to be “rescued” to ensure that all the packages on Amazon’s route are delivered in compliance with Amazon’s unrealistic and dangerous speed expectations.
39. If a driver falls “behind the rabbit” and has to get rescued too often, it significantly effects their “FICO” score and reduces driver pay.

40. If Amazon decides that a driver has committed a “tier 2 infraction” (designated as a very serious infraction in Amazon’s eyes), Amazon removes the driver from the Amazon Logistics Cortex system making it impossible for the DSP to roster that driver for a future shift. This forces the DSP to terminate the driver’s employment.
41. Amazon controls the routes of new drivers by only assigning them “nursery routes” (which are smaller and easier) for the first few weeks.
42. Amazon always has access to each DSP’s Amazon Logistics Cortex which shows a very detailed analysis of all the vehicles including driver names, speeds, and locations.
43. Amazon requires all drivers to use its “Flex App” that micro-manages every imaginable aspect of delivering the packages.
44. Each DA must upload a picture of their driver’s license to Flex and then each shift they must take a selfie and upload it to Flex to prove that the DA Amazon assigned to that route is actually completing that route.
45. The drivers must follow the GPS route designed by “Flex.”
46. Flex tells the drivers when to take breaks and lunches.
47. If a driver goes over the allowed amount of work hours, the Flex App refuses to show the driver the location of the next package drop and instead displays a “return to station” block that forces the driver not to go over labor-regulation hours.
48. When a driver approaches a customer’s house they must press “I have parked” button in the Flex App.

49. After pressing the “Parked” button, the Flex app then requires the driver to scan the package QR code and displays any special delivery instructions the customer provided to Amazon so the DA can comply with them.
50. The driver must then place the package on the customer’s porch and take a picture of the package on the porch in the Flex App. Amazon provides specific guidance to each DA about how these pictures should be taken such as “they can’t have people in the picture.
51. When the driver is back to the van, he must swipe the Flex App to complete the delivery and ask the Flex app to show him the way to the next delivery location.
52. The DSP drivers drive trucks like the one involved in this incident depicted below:



53. The DSP drivers are required to wear Amazon uniforms that are decorated with the Amazon logo and name.



54. Amazon closely monitors every aspect of the DSP driver’s daily actions including, backup monitoring, speed, braking, acceleration, cornering, seatbelt usage, phone calls, texting, in-van cameras that use artificial intelligence to detect for yawning, and more.
55. All of these driver-monitoring data points are incorporated into a daily and weekly score for each driver called this driver’s “FICO” score.
56. If Amazon is unhappy with the performance metrics of a DSP driver, Amazon bans the driver from accessing Amazon’s package-pickup depot or “station” effectively forcing the DSP to terminate the driver.
57. The vast majority of the DSP providers focus 100% of their time servicing Amazon and have no other clients.

58. Harper Logistics spent 100% of its time delivering for Amazon and has no other clients or customers.
59. Amazon provides Harper Logistics and every other DSP a “DSP Operations Manual” that is presented to each DSP via their Amazon employed “Business Coach.”
60. Amazon provided Harper Logistics a “DSP workstation” which is an office at the local Amazon station hub that contains office chairs, printers, desks, electricity, and cages to store things in. Amazon requires each DSP to keep this office staffed with people while trucks are on the road.
61. Amazon uses a “rate card” distributed to each DSP to establish certain minimum and maximum rate of pay expectations for each DA.
62. Amazon directly pays for the fuel that each DSP van consumes every day by providing each DSP operator a “voyager fleet card” fuel payment card for each route run so that the DA can fuel the vehicle at the end of the shift.
63. Amazon paid the DAs who worked the 2020 holiday season a “peak driving bonus” of \$300 each for working during the busy holiday season. Amazon did this by earmarking \$300 per DA payments to the DSP operators and mandating that the DSP operators pass the payments along directly to the DA. Amazon promised to terminate the contract of any DSP operator that did not pass the bonus along to each DA as required.
64. Amazon provides each DSP van with various equipment that is to be kept in each van such as breakdown boxes, first aid kits, dog whistles, etc.
65. Amazon heavily encourages each DSP to conduct DA interviews at the Amazon station on Amazon property.

Count One: Negligence and Negligence Per Se of Defendant Bryan Williams

66. Defendant Williams was **negligent** in operating his Mercedes Sprinter Van and causing it to collide into the back of the Tesla.
67. Defendant Williams was **negligent per se** by violating all of the following provisions:
 - a. O.C.G.A. § 40-6-49 Following too closely;
 - b. O.C.G.A. § 40-6-180 Speeding Basic Rules;
 - c. O.C.G.A. § 40-6-181 Maximum Speed Limits;
 - d. O.C.G.A. § 40-6-241 Distracted Driving;
 - e. O.C.G.A. § 40-6-241.1 or O.C.G.A. § 40-6-241.2 Wireless communications;
 - f. O.C.G.A. § 40-6-390 Reckless Driving;
 - g. O.C.G.A. § 40-6-391 DUI-drugs; and
 - h. O.C.G.A. § 40-6-394 Serious Injury by Vehicle.

Count Two: Negligence of Harper Logistics

68. Defendant Williams was in the course and scope of his employment relationship with Harper Logistics when this incident occurred.
69. Harper Logistics is therefore **vicariously responsible** for any negligence of Williams through the doctrine of *respondeat superior*.
70. All other involved negligent Harper Logistics employees including, but not limited to the supervisor, safety director, and management team were in the course and

scope of their employment when their negligent acts contributed to this occurrence. Harper Logistics is therefore vicariously responsible for their conduct as well through the doctrine of *respondeat superior*.

71. Harper Logistics was **negligent in the training, supervision, and hiring** of Williams.
72. Harper Logistics was negligent per se in violation of O.C.G.A. § 34-7-20.
73. The negligence of Harper Logistics as a company—separate and apart from that which is premised upon the vicarious responsibility for the actions of Williams (driver)—concurred as a portion of the proximate cause of the Plaintiff’s injuries as outlined in the damages section below. *See Quynn v. Hulsey*, 310 Ga. 473, 850 S.E.2d 725 (2020).
74. As a motor carrier operating a fleet of commercial vehicles and employing 82 professional drivers, Harper Logistics knew it had a duty to properly qualify, train, educate, monitor, and control its drivers. Harper Logistics negligently failed to follow accepted industry standards on the maintenance, inspection, implementation of appropriate management oversight techniques, for the safe operation of its commercial fleet.

Count Three: Negligence of Amazon

75. Amazon was **negligent, grossly negligent, and wanton** in the following ways:
 - a. Mandating a delivery schedule that was unrealistic such that it forced the drivers to rush to the point it was unsafe and as a practical matter made it impossible to drive safely;

- b. Negligently managing the safety data that Amazon pulled from the Mentor and Flex apps that monitor the drivers and packages;
 - c. Undertaking to exert a level of control over the method and manner of the package deliveries, but negligently mandating compliance targets that focused on speed and delivery efficiency without giving due consideration to safety of the public; and
 - d. Primarily focusing its energy, time and resources on mandating fast and profitable package delivery while intentionally seeking to offload all legal responsibility for dangerous situations created by those attempting to meet Amazon’s unrealistic package-delivery mandates onto shell companies that Amazon designed, created, and governed to be a paper target for cases like this one.
76. Amazon Logistics was **negligent in the training, supervision, and hiring** of Williams. Even though Amazon setup the paperwork to show that Williams was not an Amazon employee, in practice Williams was actually an Amazon employee. Moreover, Amazon directly conducted all of the pre-employment screening, supervision, and training of Williams.
77. The negligence of Amazon Logistics as a company—separate and apart from that which is premised upon the vicarious responsibility for the actions of Williams (driver)—concurrent as a portion of the proximate cause of the Plaintiff’s injuries as outlined in the damages section below. *See Quynn v. Hulsey*, 310 Ga. 473, 850 S.E.2d 725 (2020).
78. Amazon Logistics was negligent per se in violation of **O.C.G.A. § 34-7-20**.
79. Amazon was negligent, grossly negligent and wanton because it continually **relied on unrealistic algorithms** that pushed each DA to complete unrealistic amounts of package deliveries each day. Amazon had been presented with numerous pieces of critical information that would have led any responsible or reasonable person to immediately lower the package volume per route. In spite, of extensive knowledge

of the dangers of its algorithms Amazon chose profits over safety and continually pushed the DAs to complete an unsafe amount of package deliveries per day.

80. Amazon engaged in negligent, grossly negligent, and wanton behavior when it negligently **designed the routes** that each driver must take for the day. Amazon failed to consider well-known industry standards for route affinity and other well recognized logistics industry safety concepts again choosing profits over basic safety for its own drivers and the motoring public.

Count Four

Piercing the Corporate Veil, Corporate Agency, Alter Ego, and Joint Venture Amazon & Harper Logistics

81. Amazon's contract with Harper Logistics provides and Amazon has assumed control over the **time, place, and manner** of the work such that Williams is deemed the employee of Amazon under Georgia law. *See Stalwart Films LLC v. Bernecker*, 855 S.E.2d 120 (2021). Amazon is vicariously responsible for the actions of both Williams and Harper Logistics.
82. Williams, Harper, and Amazon were all engaged in pursuance of a common plan or common design to commit a tortious act that constituted a **"concerted action"** sufficient to reach the definition of traditional common-law principals of a **joint-enterprise** and **civil conspiracy** so as to make them joint tortfeasors subject to joint and several liability for all of Plaintiff's damages. Thus, the act of one is the act of all and all three are jointly liable for the negligent and wanton acts of each done in pursuance of the conspiracy. *Federal Deposit Ins. Corp. v. Loudermilk*, 305 Ga. 558 at 572 – 574, 826 S.E.2d 116 at 127-128 (2019).
83. Harper Logistics was operating as the **corporate agent** of Amazon Logistics and Amazon.com such that it fell within the traditional definition of an actual or apparent agent of Amazon.

84. Harper Logistics and Amazon both hold Harper Logistics drivers out to the motoring public and their customers as agents of Amazon. The drivers drive Amazon logo vans, wear Amazon logo uniforms, take pictures of the packages when placed on the porch that are subsequently emailed to the customers from an Amazon account, and never make any effort to inform the public that the drivers are not Amazon employees or take any other actions to dispel the notion that the drivers are agents of Amazon. Thus, the drivers and the DSPs both are **apparent agents** of Amazon.
85. Harper Logistics and Amazon Logistics were abusing the corporate form to the extent that they may each be considered the others **corporate alter egos**. As such equitable principals should be used to disregard the separate and distinct legal existence possessed by a corporation. *Renee Unlimited v. City of Atlanta*, 301 Ga. App. 254, 687 S.E. 2d 233 (2009).
86. Amazon Logistics and Harper Logistics have disregarded their corporate forms, and used the Harper Logistics company as an Amazon made sham corporation used to defeat justice and evade tort responsibilities while siphoning out all profits from the sham company such that **piercing the corporate veil** of Harper Logistics is appropriate under Georgia law. Piercing the corporate veil leaves Amazon Logistics as the company vicariously responsible for the actions of both the driver and Harper Logistics.

Count Five: Direct Action - Old Republic Insurance Co.

87. Defendant Old Republic issued a policy of insurance to Harper Logistics on policy # ALA0000015017719 with limits of \$1 million per incident that covers Harper Logistics and Defendant Williams for any liability from this incident.
88. Defendant Harper Logistics is “motor carrier” as that term is defined by O.C.G.A. § 40-1-100(12).
89. The events described in this complaint gave rise to an “actionable injury.”

90. Because Harper Logistics is a motor carrier its liability insurer, Old Republic, is subject to direct action under the terms of O.C.G.A. § 40-1-112(c).
91. This particular trip for Harper Logistics was entirely within the state of Georgia

Count Six: Miscellaneous Negligence

92. John Doe is a person who may be identified in discovery and need to be added to this case as the evidence may require in the future.
93. ABC Corp. is a presently unknown corporate entity that may be identified in discovery and may need to be added to this suit in the future.

Damages

94. As a direct and proximate result of the negligent actions of each defendant outlined above, Plaintiff suffered personal injuries including mental and physical pain and suffering past and future. Plaintiff's past medical bills exceed **\$2 million**.
95. Plaintiff was catastrophically injured as a direct and proximate result of this collision and has been rendered tetraplegic. Plaintiff makes claims for mental and emotional injuries past and future. Plaintiff seeks future medical expenses, future loss wages, loss of household services, and every other pecuniary loss allowed by Georgia law.
96. Plaintiff seeks damages as allowed by **O.C.G.A. § 9-11-68**.
97. Plaintiff seeks reimbursement for all **necessary expenses** associated with this injury. O.C.G.A. § 51-12-7.

98. Plaintiff seeks **prejudgment interest** as authorized by O.C.G.A. § 51-12-14.
99. Plaintiff seeks damages as allowed by **O.C.G.A. § 13-6-11** against Defendants Williams, Harper Logistics, Amazon. Plaintiff seeks such damages against each entity for both the stubborn litigiousness path and bad faith during the underlying transaction path against each entity. Williams was in bad faith during the underlying transaction because he was texting, using the data functions on this phone, or otherwise violating GA's handsfree law found in O.C.G.A. § 40-6-241. Williams was also under the influence of drugs at the time of the incident.
100. Plaintiff seeks **punitive damages** as authorized by O.C.G.A. § 51-12-5.1 against Williams, Harper Logistics, and Amazon. Punitive damages are appropriate against Williams for violating the Georgia Handsfree law. O.C.G.A. § 40-6-241 and for being under the influence of drugs when the collision occurred. O.C.G.A. § 40-6-391. Williams' violation of these statutes was part of a larger, consistent pattern of dangerous driving. Harper Logistics is vicariously responsible for Williams's conduct. Amazon is vicariously responsible for William's damages and separately responsible for punitive damages for designing and implementing a system that mandated unrealistic numbers of packages to be delivered each shift while attempting to offload all legal responsibility for the dangers this caused onto sham corporations that were intentionally undercapitalized so they would make an ideal paper target for cases like this one.
101. Plaintiff seeks **subsection (f) punitive damages** in excess of the statutory cap because during the collision, Williams acted or failed to act, while he was under the influence of an illegal drug to the extent his driving was substantially impaired. Because Williams was in the course and scope of his employment with both Harper and Amazon's joint operation, both Harper and Amazon are vicariously responsible for these damages. *See May v. Crane Bros.*, 276 Ga. 280, 283 at n.3, 576 S.E.2d 286 (2003).

102. Plaintiff seeks **punitive damages** as guaranteed by the Georgia Constitution's right to a trial by jury. In the event the punitive damages statute is struck down in whole or in part on constitutional grounds, Plaintiff seeks a jury's determination on punitive damages as allowed by the common law of Georgia and the Georgia Constitution. Such punitive damages without limitation are appropriate against Williams, Harper Logistics, and Amazon for the reasons outlined above.

Prayer for Relief

Plaintiff prays for a judgment against Defendant as follows:

- a. That Plaintiff recover all damages as outlined above; and
- b. That all issues be tried before a jury.

This October 22, 2021.

MONGE & ASSOCIATES

/s/ Scott Harrison

Scott Harrison

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CERTIFICATE OF SERVICE

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This October 22, 2021.

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