

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT INDEPENDENCE**

TONY WEBSTER and)	
VICKEY WEBSTER ,)	
)	
Plaintiffs,)	
)	
v.)	Case No. _____
)	Division: _____
UNITED VAN LINES, LLC,)	
)	
and)	
)	
HUTCHCRAFT VAN SERVICE, INC.,)	
)	
and)	
)	
MICHAEL T. WATSON,)	
Serve: 4710 80th St. North)	
St. Petersburg, FL 33709)	
)	
Defendants.)	

PETITION FOR DAMAGES

[Action Code—TH]

Plaintiffs Tony Webster and Vickey Webster state as follows for their cause of action against defendants United Van Lines, LLC ("United"), Hutchcraft Van Service, Inc. ("Hutchcraft") and Michael Watson:

1. Tony Webster is an individual residing at 1311 N.W. 51st, Blue Springs, Jackson County, Missouri.

2. Vickey Webster is an individual residing at 1311 N.W. 51st, Blue Springs, Jackson County, Missouri.

3. Defendant United Van Lines, LLC is a Domestic Limited Liability Company organized under the laws of the State of Missouri.

4. Defendant Hutchcraft Van Service, Inc. is a corporation organized under the laws of the state of Delaware with its principal place of business in Urbana, Illinois.

5. Defendant Michael Watson is a resident of the state of Florida residing at 4710 80th St., North, St. Petersburg, Florida.

6. At all relevant times, defendant Michael Watson was an employee, agent or servant of defendants United and Hutchcraft.

Jurisdiction and Venue

7. Plaintiffs are residents of Jackson County, Missouri.

8. Defendant United is a resident of the State of Missouri and is a motor carrier governed by Chapter 390 R.S.Mo, who operates in the State of Missouri, including Jackson County, and thus venue is proper under RSMo § 508.070 and RSMo § 508.010(6).

9. Defendant Hutchcraft is a motor carrier governed by Chapter 390 R.S.Mo, who operates in the State of Missouri, including Jackson County, and thus venue is proper in Jackson County, Missouri under R.S.Mo § 508.070.

Facts Common to All Counts

10. On August 16, 2001, at approximately 12:38 p.m., Michael Watson was driving a tractor-trailer truck eastbound on Interstate 435 in the course and scope of his employment with defendants United and Hutchcraft.

11. On August 16, 2001, at approximately 12:38 p.m., Tony Webster was operating a 2000 Honda Accord eastbound on Interstate 435.

12. At approximately milepost 76.5 the tractor-trailer operated by Michael Watson left his lane of travel and moved into the lane of travel of Tony Webster and collided with the vehicle operated by Tony Webster.

13. The Watson tractor-trailer unit collided with Tony Webster's vehicle causing the Webster vehicle to spin out of control and hit a median barrier along the highway.

14. At the time of the crash, Michael Watson was operating and driving a green 1998 Ford Acromax 20, with Missouri license plate number 86463, VIN 1FTYA96W4WVA07013, which was owned, controlled, maintained and/or leased by defendants United and/or Hutchcraft. At the time of the crash, the tractor-trailer unit was imprinted with United Van Lines and Hutchcraft Van Service, Inc.

COUNT I
Allegations Against Defendants
United Van Lines, LLC and Hutchcraft Van Service, Inc.

15. Plaintiffs incorporate the foregoing paragraphs of this petition as though fully set forth herein.

16. At all relevant times, defendant Michael Watson was an employee, agent or servant of defendants United Van Lines, LLC and Hutchcraft Van Service, Inc.

17. At all relevant times, defendants United and Hutchcraft were responsible for the operation of the commercial motor vehicle at issue driven and operated by Michael Watson.

18. Defendants United and Hutchcraft have a duty to ascertain the competence of its drivers and make sure their drivers are qualified to operate a commercial tractor-trailer.

19. Defendant Watson, in the course and scope of his employment with defendants United and Hutchcraft, failed to operate the commercial motor vehicle he was driving with the highest degree of care as required by law and was negligent in one or more of the following respects:

- a. He drove his vehicle at an excessive speed;
- b. He drove his vehicle too fast for conditions;
- c. He failed to keep a careful lookout;
- d. He failed to maintain proper control of a commercial vehicle;
- e. He failed to stop, swerve, slacken speed, and/or maintain control of his commercial motor vehicle when he knew, could and/or should have known that there was a reasonable likelihood of a collision with another motor vehicle;
- f. He drove his commercial motor vehicle in violation of state and federal laws and/or regulations applicable to commercial motor vehicles;
- g. He drove a motor carrier in excess of the hours allowed pursuant to §395.3 of the Federal Motor Carrier Safety Regulations;
- h. He failed to keep a current record of his duty status as required by §395.8 of the Federal Motor Carrier Safety Regulations;
- i. He drove a motor carrier when his ability or alertness was so impaired or so likely to become impaired through fatigue as to make it unsafe for him to continue to operate a motor vehicle in violation of §392.3 of the Federal Motor Carrier Safety Regulations;

- j. He left the scene of an injury accident in violation of § 14701.23 of the Kansas Revised Statutes;
- k. He drove in a careless and imprudent manner;
- l. He failed to slow or stop his vehicle to avoid collision with another vehicle;
- m. He failed to give a proper warning;
- n. He operated a motor vehicle in a defective condition;
- o. He failed to maintain his vehicle in a single lane of travel in violation of § 14701.46 of the Kansas Revised Statutes.
- p. He failed to yield the right-of-way to Plaintiff Tony Webster as Tony Webster traveled in his own lane of traffic;
- q. He failed to report an accident in violation of § 14701.27 of the Kansas Revised Statutes; and
- r. He attempted to conceal evidence of an accident by attempting to hide scuffmarks on the bumper of his tractor-trailer unit.

20. Defendants United and Hutchcraft were negligent in that they failed to provide proper training, instruction and guidance to their drivers regarding driving fatigue, alertness, maintenance of their vehicles and requirements under the Federal Motor Carrier Safety Regulations.

21. Defendants United and Hutchcraft negligently entrusted their tractor-trailer to defendant Michael Watson without the proper training, experience and ability to safely operate a commercial vehicle which created an unreasonable risk of harm to others.

22. Defendants United and Hutchcraft were negligent in hiring and retaining defendant Michael Watson in that defendants United and Hutchcraft failed to obtain certain background information required by the Federal Motor Carrier Safety Regulations before allowing Michael Watson to operate their tractor-trailer which created an unreasonable risk of harm to others.

23. As a direct and proximate result of the negligence of defendants United and Hutchcraft, through their employee, agent or servant, Michael Watson, plaintiff Tony Webster sustained and will continue to suffer great personal injury, pain and mental anguish.

24. Plaintiff Tony Webster has sustained substantial medical expense as a result of the negligence of United and Hutchcraft, through its employee, agent, or servant Michael Watson.

25. Plaintiff Tony Webster has sustained loss of earnings and will incur future loss of earnings as a result of the negligence of United and Hutchcraft through the acts of their employee, servant, and agent, Michael Watson

WHEREFORE plaintiff Tony Webster prays for a judgment against Defendants United and Hutchcraft and asks this Court to award such sum as will justly compensate him for the damages he sustained and will sustain in the future as a direct result of the injuries he suffered, for the costs and expenses incurred in the litigation of this matter, and for such other and further relief as the Court deems necessary and just.

COUNT II
Allegations Against Defendant Michael Watson

26. Plaintiffs incorporate the foregoing paragraphs of this petition as though fully set forth herein.

27. Defendant Watson, in the course and scope of his employment with defendant United and Hutchcraft, failed to operate the commercial motor vehicle he was driving with the highest degree of care as required by law and was negligent in one or more of the following respects:

- a. He drove his vehicle at an excessive speed;
- b. He drove his vehicle too fast for conditions;
- c. He failed to keep a careful lookout;
- d. He failed to maintain proper control of a commercial vehicle;
- e. He failed to stop, swerve, slacken speed, and/or maintain control of his commercial motor vehicle when he knew, could and/or should have known that there was a reasonable likelihood of a collision with another motor vehicle;
- f. He drove his commercial motor vehicle in violation of state and federal laws and/or regulations applicable to commercial motor vehicles;
- g. He drove a motor carrier in excess of the hours allowed pursuant to §395.3 of the Federal Motor Carrier Safety Regulations;
- h. He failed to keep a current record of his duty status as required by §395.8 of the Federal Motor Carrier Safety Regulations;
- i. He drove a motor carrier when his ability or alertness was so impaired or so likely to become impaired through fatigue as to make it unsafe for him to continue to operate a motor vehicle in violation of §392.3 of the Federal Motor Carrier Safety Regulations;

- j. He left the scene of an injury accident in violation of § 14701.23 of the Kansas Revised Statutes;
- k. He drove in a careless and imprudent manner;
- l. He failed to slow or stop his vehicle to avoid collision with another vehicle;
- m. He failed to give a proper warning;
- n. He operated a motor vehicle in a defective condition;
- o. He failed to maintain his vehicle in a single lane of travel in violation of § 14701.46 of the Kansas Revised Statutes.
- p. He failed to yield the right-of-way to Plaintiff Tony Webster as Tony Webster traveled in his own lane of traffic;
- q. He failed to report an accident in violation of § 14701.27 of the Kansas Revised Statutes; and
- r. He attempted to conceal evidence of an accident by attempting to hide scuffmarks on the bumper of his tractor-trailer unit.

28. As a direct and proximate result of the negligence of defendant Michael Watson, Tony Webster sustained and will continue to suffer great personal injury, pain and mental anguish.

29. The negligence of defendant Michael Watson, through his actions as an employee, agent or servant of defendants United and Hutchcraft, directly caused or directly contributed to cause the injury to Tony Webster.

30. Plaintiff Tony Webster has sustained substantial medical expense and lost earnings as a result of the negligence of Michael Watson.

31. Plaintiff Tony Webster will suffer substantial medical expense and lost earnings in the future as a result of the negligence of Michael Watson.

WHEREFORE plaintiff Tony Webster prays for a judgment against Defendant Michael Watson and asks this Court to award such sum as will justly compensate him for the damages he sustained and will sustain in the future as a direct result of the injuries he suffered, for the costs and expenses incurred in the litigation of this matter, and for such other and further relief as the Court deems necessary and just.

COUNT III - Consortium
Allegations Against All Defendants on behalf of Plaintiff Vickey Webster

32. Plaintiffs incorporate the foregoing paragraphs of this Petition for Damages as though fully set forth.

33. Plaintiff Vickey Webster was at all times mentioned herein and is currently the lawful wife of plaintiff Tony Webster.

34. As a direct and proximate result of the negligence of defendants, as set forth above, and of the injuries and damages suffered by her husband Tony Webster, Vickey Webster suffered and will continue to suffer the loss of care, services, companionship, counsel, advice, assistance, comfort, and consortium of her husband, Tony Webster.

35. For the reasons set forth above, plaintiff Vickey Webster prays for judgment against defendants in an amount that is fair and reasonable, together with her costs herein incurred, and for such other relief as the court deems just and proper.

COUNT IV
Punitive Damages Against Defendants

36. Plaintiffs incorporate the foregoing paragraphs of the petition as though fully set forth herein.

37. Defendants United and Hutchcraft are liable for the recklessness and complete indifference to or conscious disregard for the safety of Tony Webster and other persons as demonstrated by the acts of their employee, agent and/or servant Michael Watson.

38. Defendants United and Hutchcraft are liable for any and all punitive damages awarded as a result of the tortious conduct of their employee, agent and/or servant, Michael Watson, as described above and herein in this Petition.

39. Defendant Watson acted in complete disregard for the safety of Tony Webster and others by causing a crash and then leaving the scene of that crash.

40. Defendant Watson's behavior thereafter was egregious in that he continued to operate his tractor trailer unit leaving the scene of the accident without stopping to report an accident.

41. Furthermore, Defendant Watson's behavior was egregious in that once he was flagged over by the occupants of a motor vehicle who had witnessed the accident caused by Defendant Watson, Defendant Watson denied involvement in the crash while a passenger in his vehicle spray painted the front bumper of the vehicle so that it would appear that it had not come in contact with the motor vehicle operated by Tony Webster.

42. All of defendants' actions as stated above should be punished.

WHEREFORE Plaintiffs pray for judgment for damages for punitive damages, in addition to and over and above an award of compensatory damages, in an amount that will serve to punish defendants and serve to deter them and others from like conduct now and in the future and for the costs and expenses incurred in the litigation of this matter, and for such other and further relief as the Court deems necessary and just.

HENNING & BOUGH, P.C.

By _____
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ATTORNEYS FOR PLAINTIFFS

Signature of this document certifies that a copy was served to the persons named below on the date and in the manner indicated:

Person Served	Party	Date	Method
Bob Horn Horn Aylward & Bandy, LLC 2600 Grand Blvd., Suite 500 Kansas City, MO 64108 (816) 421-0700 phone (816) 421-0899 fax	Defendants United & Hutchcraft	8/14/03	U.S. Mail