



IN THE CIRCUIT COURT OF MADISON COUNTY, ALABAMA

**QUENTIN MITCHELL TAYLOR,
Lawful Wife of Bobby Ray Green, Deceased,**

Plaintiff,

vs.

Case No. _____
**JURY DEMANDED as to
COUNTS I THROUGH VII**

CHAPMAN SISSON ARCHITECTS, INC.;
ROBERT MERCER;
**JOHNSON & ASSOCIATES CONSULTING
ENGINEERS, LLC;**
CROY ENGINEERING, LLC;
GRANT DONNELLY;
GEO SOLUTIONS, LLC;
CITY OF HUNTSVILLE, ALABAMA; and,

NO. 1, whether singular or plural, being that individual or entity who or that was doing business as Chapman Sisson Architects, Inc. at the time of the occurrence made the basis of Plaintiff's Complaint;

NO. 2, whether singular or plural, being that individual or entity who or that was doing business as Croy Engineering, LLC at the time of the occurrence made the basis of Plaintiff's Complaint;

NO. 3, whether singular or plural, being that individual or entity who or that was doing business as GEO Solutions, LLC at the time of the occurrence made the basis of Plaintiff's Complaint;

NO. 4, whether singular or plural, being that individual or entity who or that individually and/or as partners owned, controlled or supplied the equipment at the jobsite made the basis of Plaintiff's Complaint;

NO. 5, whether singular or plural, being that individual or entity who or that individually and/or as partners were Plaintiff's employer at the time of the occurrence made the basis of Plaintiff's Complaint;

NO. 6, whether singular or plural, being that individual or entity who or that caused the trench collapse which resulted in Plaintiff's Decedent's on-the-job death;

NO. 7, whether singular or plural, being that entity who or which owned the subject property at the time of the occurrence made the basis of Plaintiff's complaint;

NO. 8, whether singular or plural, being that entity who or which was in control of the worksite at the time of the occurrence made the basis of Plaintiff's complaint;

NO. 9, whether singular or plural, being that entity who or which entrusted to any other defendant control of the subject worksite immediately prior to the occurrence made the basis of Plaintiff's complaint;

NO. 10, whether singular or plural, being that entity for whom any defendant herein named was acting as agent within the line and scope of its authority at the time of the occurrence made the basis of Plaintiff's complaint;

NO. 11, whether singular or plural, being that entity who or which was in charge of securing the subject trench at the time of the occurrence made the basis of Plaintiff's complaint;

NO. 12, whether singular or plural, Plaintiff hereby intending to designate that entity or those entities including persons who or which failed to detect or remedy hazardous, dangerous or defective conditions on the premises which were involved in the occurrence made the basis of Plaintiff's complaint;

NO. 13, whether singular or plural, Plaintiff hereby intending to designate that entity or those entities including persons who or which failed to properly maintain the premises which were involved in the occurrence made the basis of Plaintiff's complaint;

NO. 14, whether singular or plural, Plaintiff hereby intending to designate that entity or those entities including persons who or which failed to inspect, remove or alter conditions on the premises involved in the occurrence made the basis of Plaintiff's complaint;

NO. 15, whether singular or plural, Plaintiff hereby intending to designate that entity or those entities who or which followed negligent maintenance and management practices in keeping the premises safe which were involved in the occurrence made the basis of Plaintiff's complaint;

NO. 16, whether singular or plural, Plaintiff hereby intending to designate that entity or those

entities acting individually or by and through its agents, employees, servants or representatives, whose negligence, whether direct or imputed, as a subcontractor on the construction project made the basis of Plaintiff's complaint;

NO. 18, whether singular or plural, Plaintiff hereby intending to designate that entity or those entities acting individually or by and through its agents, employees, servants or representatives, whose negligence, whether direct or imputed, involved in the occurrence made the basis of Plaintiffs' complaint;

NO. 19, whether singular or plural, Plaintiff hereby intending to designate that entity or those entities who dug/was digging the trench involved in the occurrence made the basis of Plaintiff's complaint;

NO. 20, whether singular or plural, Plaintiff hereby intending to designate that entity or those entities who inspected and/or were responsible to inspect the excavation, adjacent areas and protective systems on the date of the occurrence made the basis of Plaintiff's complaint;

NO. 21, whether singular or plural, Plaintiff hereby intending to designate that entity or those entities who were responsible to hire a Qualified Credentialed Inspector for the construction project made the basis of Plaintiff's complaint;

NO. 22, whether singular or plural, Plaintiff hereby intending to designate that entity or those entities who removed a safety guard which proximately contributed to the incident made the basis of Plaintiff's complaint;

NO. 23, whether singular or plural, Plaintiff hereby intending to designate that entity or those entities who made the decision to use Huntsville City employees to work in the subject trench at the time of the occurrence made the basis of Plaintiff's complaint;

NO. 24, whether singular or plural, Plaintiff hereby intending to designate that entity or those entities who made the decision to dig the subject trench in the manner chosen at the time of the occurrence made the basis of Plaintiff's complaint;

NO. 25, whether singular or plural, being that entity other than those entities described above, whose negligence, wantonness, or other wrongful conduct contributed to cause the occurrence made the basis of Plaintiff's complaint;

NO. 26, whether singular or plural, being that entity other than those entities described above who or which is the successor in interest of any of those entities described above; Plaintiff aver that the identity of the fictitious parties' defendant is not known to Plaintiff at this time, but their true names will be substituted by amendment when the aforesaid lacking knowledge is ascertained.

Defendants.

COMPLAINT

Plaintiff Quentin Mitchell Taylor, lawful wife of Bobby Ray Green, Deceased, for her complaint against defendants named and described above, provides as follows:

GENERAL AND JURISDICTIONAL AVERMENTS

1. Plaintiff Quentin Taylor, lawful wife of Bobby Ray Green, Deceased (hereinafter referred to as "Quentin"), is currently an adult resident of and domiciled in Morgan County, Alabama. At the time of his death, Plaintiff Quentin Taylor was the lawful wife of Bobby Ray Green, Deceased. She brings this lawsuit in accordance with and under the authority of Ala. R. Civ. P. § 25-5-11.

2. Defendant Chapman Sisson Architects, Inc. (hereinafter referred to as “Chapman”) is a domestic corporation with its principal address in Huntsville, Madison County, Alabama, and doing business in Madison County, Alabama at all times relevant hereto. This defendant contracted with the owner of the property commonly known as John Hunt Park to be his agency in the project known as John Hunt Park Championship Soccer Fields Phase 1 Project.

3. To the best of Plaintiff’s knowledge, Robert Mercer (hereinafter referred to as “Mercer”) is a resident of Madison County, Alabama, and was the Project Architect for Defendant Chapman on the John Hunt Park Championship Soccer Fields Phase 1 Project, all times relevant hereto. He is being served at his employer’s address.

4. Defendant Johnson & Associates Consulting Engineers, LLC (hereinafter referred to as “Johnson”) is a domestic limited liability Company, formed in Madison County, Alabama, with its principal place of business in Huntsville, Alabama. The nature of their business is to provide consulting civil engineering/land surveying services.

5. Defendant Croy Engineering, LLC (hereinafter referred to as “Croy”) is a foreign limited liability company with its principal address in Marietta, Georgia, and doing business in Madison County, Alabama at all times relevant hereto. This defendant contracted as the civil engineer/landscape on the project known as John Hunt Park Championship Soccer Fields Phase 1 Project.

6. To the best of Plaintiff’s knowledge, Grant Donnelly (hereinafter referred to as “Donnelly”) is a resident of Jefferson County, Alabama, and was the Project Manager for Defendant Croy on the John Hunt Park Championship Soccer Fields Phase 1 Project, at all times relevant hereto. He is being served at his employer’s address.

7. Defendant GEO Solutions, LLC (hereinafter referred to as "GEO") is a domestic limited liability company with its principal address in Huntsville, Madison County, Alabama, and doing business in Madison County, Alabama at all times relevant hereto. This defendant contracted with the owner of John Hunt Park to be the geotechnical engineering company on the project known as John Hunt Park Championship Soccer Fields Phase 1 Project.

8. Defendant City of Huntsville (hereinafter referred to as "City") is a municipal corporation located in and doing business in Madison County, Alabama at all times relevant hereto. This defendant is solely named for the workers compensation claim herein. Statutory Notice of Claim was placed in the United States Mail, Certified Mail, Return Receipt Requested, to the City c/o City Clerk- Treasurer on February 28, 2022.

9. Fictitious Defendants 1-23, whether singular or plural, are those persons, firms, corporations, or entities whose negligent, wanton and/or wrongful conduct contributed to or caused injuries and damages sustained by the plaintiff, whose true and correct names are unknown to plaintiff at this time, but will be substituted by amendment when ascertained.

10. The acts and/or omissions made the basis of this action took place in Madison County, Alabama, within the City of Huntsville, on Thursday, September 2, 2021.

COUNT ONE
NEGLIGENCE/WANTONNESS
CHAPMAN; MERCER; JOHNSON; CROY; DONNELLY; AND GEO

5. Plaintiff Quentin hereby brings her cause of action for negligence/wantonness against Defendants Chapman; Mercer; Croy; Johnson; Donnelly; and GEO; hereinafter these five Defendants are collectively referred to as "The Construction Defendants."

6. On Thursday, September 2, 2021, at John Hunt Park in Huntsville, Madison County, Alabama, Plaintiff's Decedent, Bobby Ray Green, was performing work in the line and scope of

his employment for Defendant City when a trench in which he was working collapsed, suddenly and without warning, inflicting crushing injuries to his person and blunt force chest trauma, resulting in his death.

7. At the time of the events made the basis of this action, Defendant City was the owner of the land and the construction project involving the subject trench, which project was known as “John Hunt Park Championship Soccer Fields Phase I” and is hereinafter referred to as “the construction project”.

8. The construction and the work in which Plaintiff’s Decedent, Bobby Ray Green, was engaged on September 2, 2021 was inherently hazardous work, and was being undertaken by The Construction Defendants and/or one or more of the fictitious party defendants listed and/or described in the caption of Plaintiff’s complaint, through the agency of Plaintiff’s Decedent’s employer and others.

9. At the time of the events made the basis of this action, The Construction Defendants and/or one or more of the fictitious party defendants listed and/or described in the caption of Plaintiff’s complaint, was the architect, general contractor, engineer, geotechnical engineer, and/or sub-contractor for the construction project.

10. At all times relevant hereto, Plaintiff’s Decedent Bobby Ray Green was the business invitee of Defendants and/or one or more of the fictitious party defendants listed and/or described in the caption of Plaintiff’s Complaint, on premises owned or controlled by Defendants and/or one or more of the fictitious party defendants listed and/or described in the caption of Plaintiff’s complaint.

11. Plaintiff’s Decedent Bobby Ray Green was acting in the line and scope of his employment with The City of Huntsville and/or one or more of the fictitious party defendants

listed and/or described in Plaintiff's complaint; the work Plaintiff's Decedent was engaged in at the time of this incident was inherently dangerous work.

12. Defendants, and each of them, owed to Plaintiff's Decedent the duty of exercising reasonable care for his safety.

13. As a proximate consequence of the combining and concurring negligence or wantonness of The Construction Defendants and/or one or more of the fictitious party defendants listed and/or described in Plaintiff's complaint, Plaintiff Quentin was caused to suffer the following injuries and damages:

- a. she incurred and continues to incur mental pain and anguish knowing that her husband suffered physical pain and suffering as a result of the physical injuries sustained which led to his death due to the cave-in on the construction site;
- b. she lost the benefit of her husband's lost wages;
- c. she lost, and continues to lose, enjoyment of life as a result of the death of her husband due to the cave-in on the construction site.

14. As a proximate consequence of the combining and concurring negligence or wantonness of The Construction Defendants and/or one or more of the fictitious party defendants listed and/or described in Plaintiff's complaint, Plaintiff Bobby Ray Green was damaged due to her Decedent Bobby Ray Green being caused to suffer the following injuries and damages:

- a. He was caused to suffer fatal injuries;
- b. He experienced pain and suffering and mental anguish until the time of his death.

WHEREFORE, Quentin demands judgment against Defendants, and each of them, in an amount the jury deems fair and just to compensate Plaintiff, punitive damages and costs of court.

COUNT TWO
NEGLIGENCE/WANTONNESS PER SE
CHAPMAN; MERCER; JOHNSON; CROY; DONNELLY; AND GEO

15. Plaintiff Quentin hereby brings her cause of action for negligence/wantonness per se against The Construction Defendants.

16. The construction and the work in which Plaintiff's Decedent was engaged at the time of his injury and ultimate death, as being undertaken by The Construction Defendants and/or one or more of the fictitious party defendants described in the caption of Plaintiff's complaint was inherently hazardous work and was being undertaken by The Construction Defendants through the agency of the Plaintiff's Decedent's employer and/or one or more of the fictitious party defendants described in the caption of Plaintiff's complaint.

17. The Construction Defendants and/or one or more of the fictitious party defendants described in the caption of Plaintiff's complaint were guilty of common law negligence or wantonness per se in that the Defendants:

- a. Failed to employ a careful contractor;
- b. Retained a right of control and were negligent and/or wanton in their supervision and job inspection;
- c. Failed to warn Plaintiff's decedent of hazardous conditions and methods of work of which they were aware or should have been aware and of which Plaintiff's decedent was not aware;
- d. Failed to provide protection and/or adequate protection for workers who were at work in the trenches, including Plaintiff's decedent, or failed to require that such reasonable protection be required;
- e. Failed to exercise due care;
- f. Failed to exercise reasonable care to provide and maintain reasonably safe premises for use by those persons lawfully on their premises;
- g. Failed to maintain adequate safety procedures to provide and maintain reasonably safe premises for their employees;
- h. The safety measures taken were defective;
- i. Breached their duty to be reasonably sure that they were not inviting another into a

- situation of danger or peril;
- j. Breached their duty to warn employees such as Bobby Ray Green of danger associated with the premises due to inadequate safety measures;
 - k. Failed to maintain the premises in such a manner so as not to constitute a hazard to those persons on the premises;
 - l. Failed to inspect, remove or alter conditions on the premises which were likely to cause injury or damage;
 - m. Failed to utilize reasonable safety measures;
 - n. Failed to identify or remedy known or foreseeable hazards;
 - o. Failed to conduct proper safety inspections of open trenches/excavations;
 - p. Failed to use a shielding system that was available, exposing workers to cave-in hazards;
 - q. Breached their duty to provide adequate equipment for workers engaged in work in trenches;
 - r. Failed to provide a sufficient work force for the job undertaken;
 - s. Undertook to perform professional services when they were not qualified by education, training or experience in the specific field involved.
18. The Construction Defendants and/or one or more of the fictitious party defendants described in the caption of Plaintiffs' complaint, were guilty of negligence or wantonness per se in that said Defendants violated The Registration Act of the State of Alabama Board for Registration of Architects, all of which were in full force and effect at the date and time of the incident made the basis of Plaintiffs' complaint:
- a. **Failure to comply with 100-X-7-.01 Competence.**
 - (1) In practicing architecture, an architect's primary duty is to protect the public's health, safety, and welfare. In discharging this duty, an architect shall act with reasonable care and competence, and shall apply the knowledge and skill which is ordinarily applied by architects of good standing, practicing in the same locality.
 - (2) In designing a project, an architect shall take into account all applicable state and municipal building laws and regulations. While an architect may rely on the advice of

other professionals (e.g. attorneys, engineers, and other qualified persons) as to the intent and meaning of such laws and regulations, once having obtained such advice, an architect shall not knowingly design a project in violation of such laws and regulations.

- (3) An architect shall undertake to perform professional services only when he or she, together with those whom the architect may engage as consultants, is qualified by education, training, and experience in the specific technical areas involved.

The Construction Defendants and/or one or more of the fictitious party defendants described in the caption of Plaintiffs' complaint, were guilty of negligence or wantonness per se in that said Defendants violated the following contained in the Code of Federal Regulations, all of which were in full force and effect at the date and time of the incident made the basis of Plaintiffs' complaint:

- a. **Failure to comply with CFR § 1926.651(k)(1) Specific Excavation Requirements.**
Daily inspections of excavations, the adjacent areas, and protective systems shall be made by a competent person for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions. An inspection shall be conducted by the competent person prior to the start of work and as needed throughout the shift. Inspections shall also be made after every rainstorm or other hazard increasing occurrence. These inspections are only required when employee exposure can be reasonably anticipated.
- b. **Failure to comply with CFR § 1926.652(a)(1) Requirements for Protective Systems.**
Each employee in an excavation shall be protected from cave-ins by an adequate protective system designed in accordance with paragraph (b) or (c) of this section
- c. **Failure to comply with CFR § 1926.652(e)(1)(ii) Requirements for Protective Systems.**
Support systems shall be installed and removed in a manner that protects employees from cave-ins, structural collapses, or from being struck by members of the support system.

19. As a proximate consequence of the combining and concurring negligence or wantonness of The Construction Defendants and/or one or more of the fictitious party defendants listed and/or described in Plaintiff's complaint, Plaintiff Quentin was damaged due to her Decedent Bobby Ray Green being caused to suffer the following injuries and damages:

- a. He was caused to suffer fatal injuries;

- b. He experienced pain and suffering and mental anguish until the time of his death.

WHEREFORE, Plaintiff demands judgment against the Defendants, and each of them, in an amount which the jury deems fair and just to compensate Plaintiff, punitive damages and costs of court.

COUNT THREE
WILLFUL CONDUCT/DESIGN TO INJURE
CHAPMAN; MERCER; JOHNSON; CROY; DONNELLY; AND GEO

20. Plaintiff Quentin hereby brings her cause of action for willful conduct/design to injure against The Construction Defendants.

21. The Construction Defendants and/or the named and unnamed defendants acted willfully and intentionally and with a complete and abject failure to provide reasonably safe methods and reasonably safe protection for the kind of work they were hired or for which they hired others to perform.

22. The Construction Defendants and/or the named and unnamed defendants knew or through the exercise of reasonable care should have known that the trench at the construction site posed an immediate danger to employees and patrons, including Bobby Ray Green.

23. The Construction Defendants and/or the named and unnamed defendants had a duty to Plaintiff to take reasonable measures to prevent foreseeable harm to Bobby Ray Green as an employee of Defendant City.

24. The failure of the named and unnamed defendants to properly vet and inspect the premises constituted the breach of a legal duty owed to Plaintiff and Plaintiff's Decedent.

25. The breach of this legal duty by The Construction Defendants and/or the named and unnamed defendants was a direct and proximate cause of the injuries and damages to Plaintiff including, without limitation, the wrongful death of Plaintiff's Decedent, Bobby Ray Green.

26. The named and unnamed defendants are jointly and severally liable to Plaintiff.

27. The Construction Defendants and/or one or more of the fictitious party defendants described in the caption of Plaintiffs' complaint, were guilty of negligence or wantonness per se in that said Defendants violated the following statute of the State of Alabama contained in the Code of Alabama, all of which was in full force and effect at the date and time of the incident made the basis of Plaintiffs' complaint:

a. **Failure to comply with Ala. Code § 25-5-11. Industrial Relations and Labor.**

(b) If personal injury or death to any employee results from the willful conduct, as defined in subsection (c) herein, of any officer, director, agent, or employee of the same employer or any workers' compensation insurance carrier of the employer or any person, firm, association, trust, fund, or corporation responsible for servicing any payment of workers' compensation claims for the employer, or any officer, director, agent, or employee of the carrier, person, firm, association, trust, fund, or corporation, or of a labor union, or an official or representative thereof, the employee shall have a cause of action against the person, workers' compensation carrier, or labor union.

(c) As used herein, "willful conduct" means any of the following:

(1) A purpose or intent or design to injure another; and if a person, with knowledge of the danger or peril to another, consciously pursues a course of conduct with a design, intent, and purpose of inflicting injury, then he or she is guilty of "willful conduct."

(2) The willful and intentional removal from a machine of a safety guard or safety device provided by the manufacturer of the machine with knowledge that injury or death would likely or probably result from the removal; provided, however, that removal of a guard or device shall not be willful conduct unless the removal did, in fact, increase the danger in the use of the machine and was not done for the purpose of repair of the machine or was not part of an improvement or modification of the machine which rendered the safety device unnecessary or ineffective.

28. The Construction Defendants and/or one or more of the fictitious party defendants described in the caption of Plaintiffs' complaint were guilty of willful and/or intentional conduct in that the Defendants:

a. Knew of the danger posed by the improperly vetted, improperly inspected, non-shielded/non-shored trench and intentionally failed to exercise reasonable care to provide and maintain reasonably safe premises for use by those persons lawfully on their

premises;

- b. Knew of the danger posed by the improperly vetted, improperly inspected, non-shielded/non-shored trench on the premises yet willfully and intentionally failed to maintain adequate safety measures to provide and maintain reasonably safe premises for their employees and patrons;
- c. Knew of the danger posed by the improperly vetted, improperly inspected, non-shielded/non-shored trench on the premises, yet willfully and intentionally failed to take adequate safety measures;
- d. Knew of the danger posed by the improperly vetted, improperly inspected, non-shielded/non-shored trench on the premises yet willfully and intentionally breached their duty to be reasonably sure that they were not inviting another into a situation of danger or peril;
- e. Knew of the danger posed by the improperly vetted, improperly inspected, non-shielded/non-shored trench on the premises yet willfully and intentionally breached their duty to warn employees such as Bobby Ray Green of danger associated with the premises due to inadequate safety;
- f. Knew of the danger posed by the improperly vetted, improperly inspected, non-shielded/non-shored trench on the premises yet willfully and intentionally failed to maintain the premises in such a manner so as not to constitute a hazard to those persons on the premises;
- g. Knew of the danger posed by the improperly vetted, improperly inspected, non-shielded/non-shored trench on the premises yet willfully and intentionally failed to inspect, remove or alter conditions on the premises which were likely to cause injury or damage;
- h. Knew of the danger posed by the improperly vetted, improperly inspected, non-shielded/non-shored trench on the premises yet willfully and intentionally failed to provide appropriate measures of safety on the premises;
- i. Knew of the danger posed by the improperly vetted, improperly inspected, non-shielded/non-shored trench on the premises yet willfully and intentionally failed to utilize reasonable security precautions;
- j. Knew of the danger posed by the improperly vetted, improperly inspected, non-shielded/non-shored trench on the premises yet willfully and intentionally failed to identify or remedy known or foreseeable hazards;
- k. Knew that their conduct involved wanton disregard of the rights of others in that their conduct was taken in disregard that there was a high degree of risk that Plaintiff's Decedent would be adversely affected and said risk would be apparent to a reasonable

person;

1. Knew of the danger posed by their project decision to utilize a non-shielded/non-shored trench on the construction project.

29. As a proximate consequence of the combining and concurring negligence or wantonness of The Construction Defendants and/or one or more of the fictitious party defendants listed and/or described in Plaintiff's complaint, Plaintiff Quentin was damaged due to her Decedent Bobby Ray Green being caused to suffer the following injuries and damages:

- a. He was caused to suffer fatal injuries;
- b. He experienced pain and suffering and mental anguish until the time of his death.

WHEREFORE, Plaintiff demands judgment against the Defendants, and each of them, in an amount which the jury deems fair and just to compensate Plaintiff, punitive damages and costs of court.

COUNT FOUR
VICARIOUS LIABILITY
CHAPMAN; MERCER; JOHNSON; CROY; DONNELLY; AND GEO

30. Plaintiff Quentin hereby brings her cause of action for vicarious liability against The Construction Defendants.

31. The Construction Defendants and/or one or more of the fictitious party defendants described in the caption of Plaintiff's complaint were guilty of vicarious liability in that the Defendants:

- a. The contractors and/or subcontractors of The Construction Defendants failed to provide Plaintiff's Decedent with a safe place to work;
- b. The contractors and/or subcontractors of The Construction Defendants were negligent in using inadequate equipment;
- c. The contractors and/or subcontractors of The Construction Defendants failed to provide adequate job supervision;

- d. The contractors and/or subcontractors of The Construction Defendants failed to provide adequate job inspection(s);
- e. The contractors and/or subcontractors of The Construction Defendants failed to provide adequate safety equipment for workers engaged in work in the trenches;
- f. The contractors and/or subcontractors of The Construction Defendants failed to provide a sufficient work force for the job undertaken;
- g. The contractors and/or subcontractors of The Construction Defendants failed to warn Plaintiff's Decedent of hazardous conditions and methods of work of which it was aware or should have been aware in the exercise of due care and of which Plaintiff's Decedent was unaware.

32. As a proximate consequence of the combining and concurring negligence or wantonness of The Construction Defendants and/or one or more of the fictitious party defendants listed and/or described in Plaintiff's complaint, Plaintiff Quentin was damaged due to her Decedent Bobby Ray Green being caused to suffer the following injuries and damages:

- a. He was caused to suffer fatal injuries;
- b. He experienced pain and suffering and mental anguish until the time of his death.

WHEREFORE, Plaintiff demands judgment against the Defendants, and each of them, in an amount which the jury deems fair and just to compensate Plaintiff, punitive damages and costs of court.

COUNT FIVE

WRONGFUL DEATH PURSUANT TO ALABAMA CODE § 25-5-11 CHAPMAN; MERCER; JOHNSON; CROY; DONNELLY; AND GEO

33. Plaintiff Quentin hereby brings her cause of action for wrongful death pursuant to Alabama Code § 25-5-11 against The Construction Defendants.

34. The wrongful acts, omissions or negligence of The Construction Defendants, and/or one or more of the fictitious party defendants listed and/or described in Plaintiff's Complaint, caused the death of Plaintiff's Decedent.

35. The Construction Defendants were obligated to follow standardized codes of conduct, safety and professionalism. The Construction Defendants did not live up to this obligation and this failure was the cause of Bobby Ray Green's death.

36. As a consequence of Bobby Ray Green's death, real harm was caused to Bobby's surviving family; his wife and daughter suffered pain, grief, sorrow, anguish, stress, shock, and mental suffering already experienced and reasonably probable to be experienced for the rest of their lives. This lawsuit is brought pursuant to the following statute of the State of Alabama contained in the Code of Alabama, all of which was in full force and effect at the date and time of the incident made the basis of Plaintiffs' complaint:

Ala. Code § 25-5-11. Actions against third parties jointly liable with employers for injuries or death; actions for injury or death resulting from willful conduct; attorney's fees in settlements with third parties.

(a) If the injury or death for which compensation is payable under Articles 3 or 4 of this chapter was caused under circumstances also creating a legal liability for damages on the part of any party other than the employer, whether or not the party is subject to this chapter, the employee, or his or her dependents in case of death, may proceed against the employer to recover compensation under this chapter or may agree with the employer upon the compensation payable under this chapter, and at the same time, may bring an action against the other party to recover damages for the injury or death, and the amount of the damages shall be ascertained and determined without regard to this chapter.

37. As a further consequence of Bobby Ray Green's death as a result of the legal fault of The Construction Defendants, Plaintiff has incurred the loss of love, affection, companionship, and guidance of her husband since his death and in the future.

38. As a proximate consequence of the combining and concurring negligence or wantonness of The Construction Defendants and/or one or more of the fictitious party defendants listed and/or described in Plaintiff's complaint, Plaintiff Quentin was damaged due to her Decedent Bobby Ray Green being caused to suffer the following injuries and damages:

- a. He was caused to suffer fatal injuries;

- b. He experienced pain and suffering and mental anguish until the time of his death.

WHEREFORE, Plaintiff demands Judgment against Defendants in an amount which the jury deems fair and just to compensate Plaintiff, punitive damages and costs of court.

COUNT SIX
THIRD PARTY BENEFICIARY
CHAPMAN; MERCER; JOHNSON; CROY; DONNELLY; AND GEO

39. Plaintiff Quentin hereby brings her cause of action for third party beneficiary against The Construction Defendants.

40. Prior to September 2, 2021, The Construction Defendants, and/or one or more of the fictitious party defendants listed and/or described in the caption of Plaintiffs' complaint, contracted on the construction project. Plaintiff Quentin was a Third Party Beneficiary to said contract.

41. On September 2, 2020, The Construction Defendants negligently or wantonly breached said contract and as a proximate consequence thereof, Plaintiff Quentin sustained the injuries and damages as set forth above.

42. As a proximate consequence of the combining and concurring negligence or wantonness of The Construction Defendants and/or one or more of the fictitious party defendants listed and/or described in Plaintiff's complaint, Plaintiff Quentin was damaged due to her Decedent Bobby Ray Green being caused to suffer the following injuries and damages:

- a. He was caused to suffer fatal injuries;
- b. He experienced pain and suffering and mental anguish until the time of his death.

WHEREFORE, Plaintiff demands entry of judgment against the Defendants, and each of them, in an amount which the jury deems fair and just to compensate Plaintiff, punitive damages and costs of court.

COUNT SEVEN
LOSS OF CONSORTIUM
CHAPMAN; MERCER; JOHNSON; CROY; DONNELLY; AND GEO

43. Plaintiff Quentin hereby brings her cause of action for loss of consortium against The Construction Defendants.

44. The foregoing wrongful conduct of said Construction Defendants combined and concurred and rendered said Construction Defendants liable to Plaintiff for the following injuries and damages: she was caused to lose the services, support and consortium of her husband for a period of time and will be caused to lose said services and consortium for the rest of her life.

WHEREFORE, Plaintiff demands judgment against Defendants, and each of them, in an amount which the jury deems fair and just to compensate Plaintiff, punitive damages and costs of court.

COUNT EIGHT
WORKER'S COMPENSATION
THE CITY OF HUNTSVILLE

45. Plaintiff Quentin hereby brings her cause of action for worker's compensation against The City of Huntsville pursuant to Alabama Code § 25-5-11 (a).

46. Upon information and belief, Defendant City is a municipal corporation located in and doing business in Madison County, Alabama at all times relevant hereto.

47. On or about September 2, 2021, Plaintiff's Decedent, Bobby Ray Green, was employed by Defendant City of Huntsville and/or one of the fictitious party defendants described in the caption of Plaintiff's Complaint and while acting in the line and scope of his employment and while so engaged in his job, Plaintiff's Decedent sustained injuries arising out of and in the course of his employment, which injuries led to his death.

48. At the time of Plaintiff Decedent's injury his average weekly earnings were

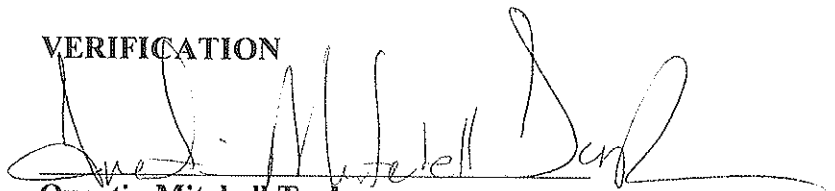
approximately \$500.00 per week.

49. Defendant had timely and immediate notice of said injury within the time specified by the Workers' Compensation Act of the State of Alabama.

50. As a proximate result of said injury, Plaintiff's Decedent suffered death due to this incident which arose out of and in the course of his employment.

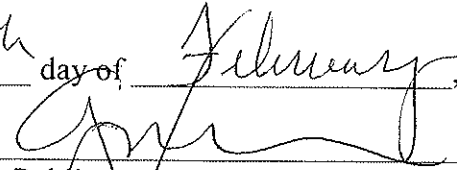
WHEREFORE, Plaintiff demands judgment against defendants whether named or fictitiously described for compensation and medical benefits in the amount of the maximum workers' compensation benefits due under the Workers' Compensation Act of the State of Alabama.

VERIFICATION

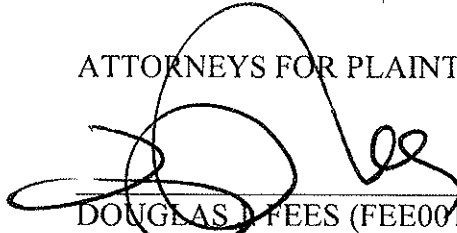

Quentin Mitchell Taylor

STATE OF ALABAMA)
COUNTY OF Madison)

Sworn to and subscribed before me this the 15th day of February, 2022.


Notary Public
My Commission Expires: 04.12.23

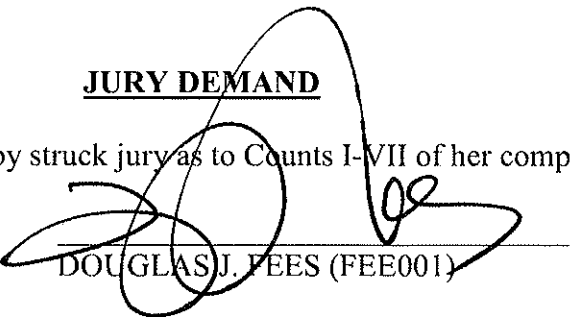
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JURY DEMAND

Plaintiff demands a trial by struck jury as to Counts I-VII of her complaint.



DOUGLAS J. FEES (FEE001)

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