SUPERIOR COURT OF DECATUR COUNTY
STATE OF GEORGIA

JAMES BRYAN WALDEN and LINDSAY NEWSOME STRICKLAND, Individually and on Behalf of the Estate of Their Deceased Son, REMINGTON COLE WALDEN, Plaintiffs, vs. CHRYSLER GROUP, L.L.C., n/ka "FCA US LLC" and BRYAN L. HARRELL, Defendants.	* * * * * * * * * * * * * * *	CIVIL ACTION FILE NO. 12-CV-472

FIRST AMENDED COMPLAINT FOR PERSONAL INJURY AND WRONGFUL DEATH AND DEMAND FOR JURY TRIAL

Plaintiffs James Bryan Walden and Lindsay Newsome Strickland, individually and on behalf of the estate of their deceased son Remington Cole Walden (collectively "Plaintiffs") file this Complaint for Personal Injury and Wrongful Death and Demand for Jury Trial against Defendants Chrysler Group, L.L.C. ("Chrysler"), n/k/a "FCA US" and Bryan L. Harrell (collectively "Defendants"), showing the following:

I. PARTIES, JURISDICTION, VENUE AND SERVICE OF PROCESS

1.

Plaintiffs James Bryan Walden and Lindsay Newsome Strickland are the surviving parents of Remington ("Remi") Cole Walden. Plaintiffs Bryan Walden and Lindsay Newsome Strickland bring this action for wrongful death as the surviving parents of Remi Walden, pursuant to O.C.G.A. §§ 51-4-4 and 19-7-1 and other applicable law. Plaintiffs Bryan Walden

and Lindsay Newsome Strickland bring this action for personal injury as the Administrators of the Estate of Remington Cole Walden pursuant to O.C.G.A. §§ 9-2-40 and 9-2-41 and other applicable law.

2.

Plaintiffs Bryan Walden and Lindsay Newsome Strickland live in Bainbridge, Decatur County Georgia, are subject to the jurisdiction of this Court, and are deemed to be residents of the State of Georgia for purposes of venue and jurisdiction.

3.

Chrysler Group, L.L.C. ("Chrysler") is organized and incorporated under the laws of Delaware, with its principal place of business located at 1000 Chrysler Drive, Auburn Hills, Michigan 48326. Chrysler is engaged in the business of designing, manufacturing, marketing, promoting, advertising, distributing, and selling automobiles, trucks, SUVs, and other types of vehicles in the State of Georgia, throughout the United States, and elsewhere.

4.

On December 16, 2014, the parent corporation of Chrysler, Fiat Chrysler Automobiles N.V., caused the name of the Defendant Chrysler to be changed to "FCA US." Defendant Chrysler has stipulated that "this is a name change only."

5.

Chrysler is subject to the jurisdiction of this Court because it transacts business in this state and maintains a registered agent in this state. Chrysler is a foreign corporation that transacts business in Georgia. Chrysler maintains a registered agent in Georgia: The Corporation Company, 328 Alexander Street, Suite 10, Marietta, Georgia 30060. Chrysler has been served with legal process there.

6.

Defendant Bryan L. Harrell ("Harrell") is a resident of Decatur County, Georgia, and is subject to the personal jurisdiction and venue of this Court. Defendant Harrell's permanent address is 208 Dollar Drive, Bainbridge, Decatur County, Georgia 39819. Defendant Harrell has been properly served.

7.

Venue is proper in this Court and county as to all Defendants pursuant to O.C.G.A. § 14-2-510, § 40-12-3, § 9-10-93 as this is the county where the cause of action arose and thus where Defendant Chrysler is deemed to reside under § 14-2-510 and Defendant Harrell is deemed to reside under §§ 9-10-93 and 40-12-3. Venue is also proper as to all Defendants in this Court and county because this is an action against joint tortfeasors and may be brought against all Defendants in the county where any one of such Defendants is deemed to reside.

8.

Jurisdiction and venue are not proper, originally or by removal, in the U.S. District Court because complete diversity is lacking and because one or more of the Defendants are residents of Georgia.

II. OPERATIVE FACTS

9.

At approximately 3:45 p.m. on March 6, 2012, Emily Newsome was the driver and four year-old Remi Walden was the rear-seat passenger of a 1999 Jeep Grand Cherokee. Remi was Emily Newsome's nephew. Emily Newsome was driving Remi to tennis lessons on Old Quincy Road in Bainbridge, Decatur County, Georgia. She was waiting for traffic to clear so that she could turn left onto Hubert Dollar Drive.

10.

At that time and place, traveling behind Emily Newsome, was Defendant Bryan Harrell. He was driving a 1997 Dodge Dakota. In operating his vehicle, Defendant Harrell negligently failed to keep a proper lookout ahead, was following too closely, and failed to keep his vehicle under control so as to prevent it from striking the rear of the subject Jeep Grand Cherokee. As a result, Defendant Harrell's vehicle struck the rear of the subject Jeep Grand Cherokee when the Jeep Grand Cherokee was attempting to make a left turn.

11.

That rear impact was totally foreseeable to Chrysler, and was the kind of wreck that occurs commonly and frequently in the real world. Rear impacts are among the most common types of vehicular collisions. Rear impacts where a car is hit in the rear at 50 mph or more are common, and automakers including Chrysler know such wrecks are going to happen.

12.

As a result of that rear impact, the rear-mounted gas tank on the subject Jeep Grand Cherokee ruptured and failed allowing the release of gasoline. The gasoline ignited, and the subject Jeep Grand Cherokee and Remi Walden were engulfed in flames.

13.

At the time of rear impact, Emily Newsome was properly seated and seat belted in the driver's seat, and Remi Walden was properly restrained in his booster seat in the back seat, directly behind the front passenger's seat.

14.

Consumed by the fire engulfing the Jeep Grand Cherokee, Remi suffered extreme and conscious shock, terror, fright, physical and mental pain, suffering and injuries up until the time

of his death. Numerous witnesses saw Remi struggling to escape and heard him screaming for help. Remi died from injuries caused by fire.

15.

Defendant Chrysler designed, manufactured, distributed, marketed and sold the subject Jeep Grand Cherokee, including its gas tank.

16.

Chrysler put the gas tank on the 1999 Jeep Grand Cherokee in a known crush zone - behind the rear axle, a mere 11 inches from the rear of the car and hanging down 6 inches below the rear of the car. The gas tank was thus located in an area where Chrysler knew it could be crushed in a rear impact. Chrysler knew of the dangers of locating a gas tank in that crush zone, and Chrysler knew that in foreseeable rear impacts that gas tank location was dangerous.

17.

The gas tank on the subject 1999 Grand Cherokee was totally unprotected from an "underride" rear impact. "Underride" is where the front of the vehicle striking the rear of another vehicle goes under the struck vehicle.

18.

The gas tank on the subject 1999 Grand Cherokee had only minimal protection in a rear impact that did not involve "underride" – then the only thing protecting the gas tank was sheet metal across the back of the car connecting the two side body panels.

19.

The 1999 Chrysler Jeep Grand Cherokee had no "bumper" at all. Instead, it had a piece of plastic trim, called a "fascia," which was made to look like a bumper, but was not a bumper.

That piece of plastic trim was attached to a strip of styrofoam, which was itself attached to the sheet metal at the back of the car, far above the low-hanging gas tank.

20.

The only injury suffered by Remington Walden as a result of the wreck and impact was a fractured bone in his leg. That injury was not life threatening and was wholly survivable.

21.

Defendants are jointly and severally liable for those injuries caused to Remington Walden and/or for the death of Remington Walden to the extent the jury finds that the injuries and/or death were proximately caused by the wrongdoing of both defendants.

22.

Plaintiffs believe the evidence shows that Defendant Harrell caused the wreck and caused the fracture of a bone in Remington Walden's leg, but that Defendant Chrysler caused the fire and caused the burn injuries to and the death of Remington Walden.

III. CHRYSLER'S WILLFUL, WANTON AND RECKLESS DESIGN

23.

For decades Chrysler has had actual knowledge that placing a gas tank in the crush zone at the rear of a car was dangerous, and made the gas tank highly vulnerable to being crushed and ruptured, resulting in loss of gas and post-collision gas-fed fire in a rear impact.

24.

Before it sold the 1999 Grand Cherokee and before the wreck on March 6, 2012, Chrysler had actual knowledge that people are burned, maimed, seriously injured, and killed when gas ignites after gas tanks are punctured in rear-end collisions.

25.

Chrysler knew of the dangers of rear gas tanks from its own monitoring of wrecks in the real world, from information widespread in the automotive industry, from lawsuits filed against Chrysler, and from complaints made to Chrysler by customers and others who had experienced ruptured rear gas tanks and/or fires after such ruptures.

26.

Despite its actual knowledge of the danger, Chrysler consciously and deliberately kept putting the gas tanks in its Jeep vehicles close to the rear of the cars, hanging beneath the bottom of the cars, with little or no protection from rear impact.

27.

Despite its actual knowledge of the danger, Chrysler consciously and deliberately kept putting the gas tanks in its Jeep vehicles in what Chrysler knew was a crush zone in rear impact collisions.

28.

Chrysler's conduct was a willful disregard for lives and safety. Chrysler's conduct was a reckless disregard for lives and safety. Chrysler's conduct was a wanton disregard for lives and safety.

29.

Chrysler knew that a gas tank located in the rear of its Jeeps, including the 1999 Grand Cherokee, had to have substantial protection from rear impact, to guard against the dangers of that design. Chrysler gave the gas tank no such protection.

30.

In fact, in the only crash test where Chrysler admits it caused a Jeep with rear gas tank to be struck in the rear at more than a minimal 30 mph, before the test Chrysler put a steel "cage" around the rear gas tank and put a steel bumper "beam" – a real bumper, not a plastic fake one – behind the gas tank to protect the tank. Chrysler never built and sold a Jeep with rear gas tank that had those protections.

31.

The test referred to in the previous paragraph was run at 50 mph. The test was conducted in November 1998. The test was conducted on a 1999 Grand Cherokee – the same vehicle in which Remington Walden was a passenger on March 6, 2012, except the crash test Grand Cherokee had been modified to protect the tank. The Waldens' 1999 Grand Cherokee did not have either the gas tank "cage" or the real steel bumper "beam" for protection.

32.

Chrysler never warned the public, and more specifically never warned the Walden family, that it knew that when its 1999 Jeep Cherokee was hit in the rear at 50 mph or more the gas tank needed the protection of a gas tank "cage" and a real steel bumper "beam"

33.

The failure by Chrysler to warn the public, and specifically to warn the Walden family, of the facts referenced in the preceding paragraph was itself a willful disregard for lives and safety, and a reckless disregard for lives and safety, and a wanton disregard for lives and safety.

34.

In other words, Chrysler selected and continued to use a fuel system design with a gas tank location that it knew was dangerous, and then failed to either guard against that danger – the vulnerability of the gas tank – or to warn anyone of the danger.

35.

When it built and sold the 1999 Grand Cherokee, and before the subject wreck on March 6, 2012, Chrysler knew that its gas tank location and its failure to protect the gas tank would increase the number and severity of post-collision gas-fed fires in rear-end collisions. Chrysler also knew that the result of its actions would be deaths and injuries.

36.

Chrysler's own documents going back to the 1960s and 1970s prove that Chrysler knew its vehicles needed to be designed to move the gas tank away from the rear to a "midship" location - ahead of the rear axle and inside the frame rails – in order to "protect" the gas tank in a crash.

37.

Chrysler's own documents prove that Chrysler's knew that a midship gas tank location was much safer than a rear gas tank location.

38.

In 2005, Chrysler moved the gas tank away from the rear of the Jeep Grand Cherokee to the much safer "midship" location.

39.

At the time this wreck occurred on March 6, 2012, every passenger car then being sold in the United States by Chrysler had its gas tank in the "midship" location and Chrysler sold no

passenger cars with rear gas tanks. At the time this wreck occurred on March 6, 2012, every passenger car then being sold in the United States by Chrysler's parent corporation Fiat had its gas tank in the "midship" location and Chrysler sold no passenger cars with rear gas tanks.

40.

Chrysler's former Mercedes-Benz affiliate boasted that location of the gas tank on the Mercedes-Benz M class SUV ahead of the rear axle and inside the frame rails was a "secure location" where the gas tank is "least vulnerable."

41.

Chrysler knew that the rear gas tank on its Jeeps, including the subject 1999 Grand Cherokee, was unsafe, was vulnerable to rear impact, and was in a known crush zone.

42.

Chrysler knew in 1998 that when a 1999 Grand Cherokee was hit in the rear the gas tank would be crushed.

43.

Because Chrysler knowingly built and sold Jeeps with gas tanks placed in a dangerous location, Chrysler knew it had a duty under the law to adequately warn the public of the danger of a catastrophic fire in the event of a rear-end collision.

44.

Chrysler also knew that it had a duty to warn the public of its failure to install protection for the rear mounted gas tanks – protection that Chrysler knew was necessary to protect the gas tanks in rear impacts at 50 mph or more.

45.

Chrysler warned the public of nothing; Chrysler gave no warning at all. Instead, Chrysler persists in claiming that its Jeeps with rear gas tanks, including the 1999 Grand Cherokee, are "absolutely safe." That statement by Chrysler is false, and Chrysler knows it is false. Instead of fulfilling its duty to warn the public, Chrysler has done the opposite – it has tried to 'un-warn' the public.

46.

Chrysler had a duty to warn the public of the danger posed by its Jeeps with rear gas tanks when it first sold the 1999 Grand Cherokee, and it had a continuing duty to warn the public, and specifically the Walden family, up to the time when the subject wreck occurred on March 6, 2012 – because Chrysler absolutely knew of the danger.

47.

Chrysler has admitted that it was possible to locate the gas tank on the 1999 Grand Cherokee in the "midship" location – and that it was feasible to do so. Therefore Chrysler knew that there was a feasible alternative design to use instead of the rear gas tank location – and knew that that alternative was a much safer design.

48.

Before it sold the 1999 Grand Cherokee, Chrysler knew it was able to put the gas tank at the midship location, and that doing so would be much safer.

49.

Before it sold the 1999 Grand Cherokee, Chrysler knew that either moving the gas tank away from the rear of the car to the "midship" locaton or adequately protecting it from rear

impact would radically reduce the likelihood of tank failure and resulting gas fed fire after a ear impact collision.

50.

Despite knowing that all of the safer alternative designs described in the paragraphs above were technologically feasible, economically practicable, and fundamentally safer at the time it sold the subject Jeep Grand Cherokee, Chrysler chose not to implement any of those alternative designs and instead chose a gas tank location, gas tank design, and gas tank assembly design it knew would result in fires, injuries, and deaths in rear-end collisions.

51.

Chrysler made no effort to mitigate the dangers of the fuel system design on its Jeeps with rear gas tanks, including the 1999 Grand Cherokee, and made no efforts to warn the public of those dangers. Instead, Chrysler kept right on selling those cars with unprotected rear gas tanks.

IV. LIABILITY OF DEFENDANTS

COUNT ONE

(Defendant Chrysler's Conduct Was a Willful, Reckless, and/or Wanton Disregard for Lives and Safety)

52.

Plaintiffs incorporate by reference the allegations contained in Paragraphs 1-51 above as if set forth fully herein verbatim.

53.

As set forth more fully in the facts above, Defendant Chrysler's conduct in manufacturing and selling the 1999 Grand Cherokee was a willful, reckless, and/or wanton disregard of lives and safety in violation of its legal duties under Georgia law.

54.

Defendant Chrysler's willful, wanton, and reckless conduct proximately caused the burn injuries to, and death of, Remi Walden.

55.

Plaintiffs are entitled to recover damages from Chrysler pursuant to O.C.G.A. §§ 51-1-11 (c), 51-4-4, 51-4-5, 9-2-40, 9-2-41, and other applicable law.

56.

Defendant Chrysler is jointly and severally liable for those injuries caused to Remington Walden and/or for the death of Remington Walden to the extent the jury finds that the injuries and/or death were proximately caused by the wrongdoing of both defendants.

COUNT TWO

(Defendant Chrysler's Failure to Warn)

57.

Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 56 as if set forth fully herein verbatim.

58.

As a manufacturer of vehicles sold to the public, Defendant Chrysler has a duty to warn the public of known dangers in its vehicles or from use of those vehicles.

59.

Chrysler's decision not to warn the public, and specifically the Walden family, of the dangers known to it rendered the Jeep Grand Cherokee defective and unreasonably dangerous to the public.

60.

Chrysler failed to warn the public at all of the dangers it knew existed from use of the subject Jeep Grand Cherokee, and thereby breached its duty and obligation to the public generally, including the Newsome/Walden family.

61.

Chrysler's failure to warn the public adequately of the known defective and unreasonably dangerous conditions in the subject Jeep Grand Cherokee proximately caused the injuries to, and death of, Remi Walden.

62.

Chrysler made no effort to remedy the dangers posed by the 1999 Jeep Grand Cherokee, and other Chrysler Jeeps with rear gas tanks.

63.

Plaintiffs are entitled to recover damages from Chrysler pursuant to O.C.G.A. §§ 51-1-11 (c), 51-4-4, 51-4-5, 9-2-41, 9-2-42 and other applicable law.

64.

Defendant Chrysler is jointly and severally liable for those injuries caused to Remington Walden and/or for the death of Remington Walden to the extent the jury finds that the injuries and/or death were proximately caused by the wrongdoing of both defendants.

COUNT THREE

(Negligence of Defendant Harrell)

65.

Plaintiffs incorporate by reference the allegations of Paragraphs 1-64 as if set forth fully herein verbatim.

66.

Defendant Harrell had a duty to exercise reasonable care in the operation of his vehicle in a manner so as to not cause harm or injury to other drivers on public roadways.

67.

Defendant Harrell breached his duty by failing to operate his vehicle in a safe and prudent manner by failing to keep a proper lookout ahead, by following too closely, and by failing to keep his vehicle under control so as to avoid colliding with the rear of the subject Jeep Grand Cherokee.

68.

Defendant Harrell's failure to exercise reasonable care caused the rear end collision to the subject Jeep Grand Cherokee and, together with Chrysler's acts and omissions, proximately caused the wreck.

69.

Plaintiffs are entitled to recover damages from Defendant Harrell pursuant to O.C.G.A. §§ 51-4-4, 51-4-5, 9-2-41, 9-2-42, and other applicable law.

70.

Defendant Harrell is jointly and severally liable, along with Defendant Chrysler, for those injuries caused to Remington Walden and/or for the death of Remington Walden to the extent the

jury finds that the injuries and/or death were proximately caused by the wrongdoing of both defendants.

COUNT FOUR

(Expenses of Litigation Including Attorney's Fees)

71.

Plaintiffs incorporate by reference the allegations of Paragraphs 1-70 as if set forth fully herein verbatim.

72.

Chrysler Group LLC has acted in bad faith, has been stubbornly litigious, and has caused Plaintiffs unnecessary trouble and expense, entitling Plaintiffs to recover from Chrysler Group LLC all costs of litigation, including attorneys' fees and expenses, pursuant O.C.G.A. § 13-6-11 and other applicable law.

73.

Plaintiffs, as Administrators of the Estate of Remington Walden, claim all costs of litigation, including attorneys' fees and expenses, pursuant O.C.G.A. § 13-6-11 and other applicable law.

IV. SPECIFIC DAMAGES CLAIMED

74.

Plaintiffs Bryan Walden and Lindsay Newsome Strickland, individually as the surviving parents of Remi Walden, claim general damages against all Defendants, jointly and severally, for the full value of the life of Remi Walden, both economic and intangible, pursuant to O.C.G.A. §§ 51-4-4 and 19-7-1, to the extent that the jury finds that the death was proximately caused by the wrongdoing of both defendants.

75.

Plaintiffs, as Administrators of the Estate of Remi Walden, claim general damages against all Defendants, jointly and severally, for all elements of the pain and suffering, physical and mental, including shock, fright and terror, endured by Remi Walden from the time of the incident up until the time of his death, in an amount determined by the enlightened conscience of the jury after hearing the evidence at trial, to the extent the jury finds that all the injuries were proximately caused by the wrongdoing of both defendants.

76.

Plaintiffs, as Administrators of the Estate, also claim special damages for all medical expenses and funeral expenses incurred on behalf of the estates in an amount which reflects the reasonable value of those services and property as established by the evidence at trial.

77.

Plaintiffs, individually as the surviving parents of Remi Walden and as Administrators of the Estate, ask that the jury apportion the foregoing items of damages between the two defendants as the jury finds the evidence to demand.

78.

Plaintiffs, individually as the surviving parents of Remi Walden and as Administrators of the Estate, pray that they recover from Defendant Chrysler all expenses of litigation, including attorney's fees, pursuant O.C.G.A. § 13-6-11 and other applicable law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for the following relief:

1) That summons and process issue requiring these Defendants to be served and appear as provided by law to answer the allegations of this Complaint;

2) that Plaintiffs have a trial by jury of all issues so triable;

3) that Plaintiffs have and recover all damages to which they are entitled under Georgia law, including but not limited to:

a) general damages for the full value of the life of Remi Walden, both economic and intangible;

b) general damages for all elements of the pain and suffering, physical and mental, including shock, fright and terror, endured by Remi Walden from the time of the incident up until the time of his death; and

c) special damages for all medical expenses, funeral expenses, and property damage incurred on behalf of his estates.

4) that Plaintiffs have and recover from Defendant Chrysler their expenses of litigation, including attorneys fees.

5) For such other and further relief as this Court deems just and appropriate.

PLAINTIFFS DEMAND A TRIAL BY JURY.

This 2d day of March, 2015.

Respectfully submitted,

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CERTIFICATE OF SERVICE

This is to certify that I have this day served counsel of record with a copy of the foregoing by Electronic mail and depositing it in the United States Mail with adequate postage affixed thereon and addressed as follows:

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This 24 day of March, 2015.

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