

STATE OF INDIANA) LA PORTE SUPERIOR COURT #2
)
COUNTY OF LA PORTE) CAUSE NO: **46D02-2607-CT-002338**

BRADLEY BRADSHAW, Individually and as Next Friend)
of LB Minor,)

Plaintiffs,)

vs.)

AMAZON LOGISTICS, INC.,)
AMAZON.COM SERVICES, LLC,)
AMAZON.COM, INC.,)
ELITE COURIER INC.,)
ENTERPRISE LEASING COMPANY OF CHICAGO, LLC,)
SHAWN AKISON,)
ST. JOSEPH COUNTY, INDIANA,)

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Clerk
LaPorte County, Indiana

Defendants.

COMPLAINT

The Plaintiffs, BRADLEY BRADSHAW, Individually and as Next Friend of LUCAS BRADSHAW, a Minor, by their counsel, LANE BROWN, LLC and LAW OFFICES OF ROBERT MONTGOMERY, and complaining of Defendants, AMAZON LOGISTICS, INC., AMAZON.COM SERVICES, LLC, AMAZON.COM, INC., ELITE COURIER INC., ENTERPRISE LEASING COMPANY OF CHICAGO, LLC, SHAWN AKISON, ST. JOSEPH COUNTY, INDIANA, (collectively “Defendants”), state as follows:

INTRODUCTION

1. This action arises out of a catastrophic collision that occurred on May 8,

2025, on U.S. Highway 20 in La Porte County, Indiana, when a commercial box truck operated by Defendant SHAWN AKISON, impaired by fentanyl, distracted by his phone, and traveling approximately 30 miles per hour above the posted speed limit of 45 miles per hour, struck the rear of a New Prairie High School school bus transporting members of the junior varsity baseball team, causing it to overturn. Plaintiff LUCAS BRADSHAW, a minor passenger on the bus, was ejected from the rear of the bus and sustained catastrophic injuries. Plaintiff BRADLEY BRADSHAW, the bus operator and LUCAS BRADSHAW's father, sustained serious injuries. AKISON thereafter pled guilty to Causing Catastrophic Injury While Operating a Motor Vehicle Under the Influence and was sentenced to eight years in the Indiana Department of Corrections. This action seeks damages from AKISON; from ELITE COURIER, INC., the motor carrier that hired and employed AKISON; from AMAZON.COM, INC., AMAZON.COM SERVICES, LLC, and AMAZON LOGISTICS, INC., whose freight AKISON was hauling and whose platform controlled and monitored all material aspects of the transportation operation; from ENTERPRISE LEASING COMPANY OF CHICAGO, LLC, the owner of the vehicle AKISON was operating at the time of the collision; and from ST. JOSEPH COUNTY, whose law enforcement officers observed AKISON's dangerous driving, pursued him, and then terminated that pursuit at the county line without notifying neighboring law enforcement of the known and ongoing danger AKISON presented.

PARTIES, JURISDICTION, AND VENUE

2. At all relevant times herein, Plaintiffs, BRADLEY BRADSHAW, Individually and as Next Friend of LUCAS BRADSHAW, a Minor, were citizens and residents of ST. JOSEPH COUNTY, Indiana.

3. At all relevant times herein, Defendant, SHAWN AKISON, was a citizen and resident of Will County, Illinois.

4. At all relevant times herein, Defendant, ELITE COURIER, INC. (herein “ELITE COURIER”) was an Illinois corporation doing business in La Porte County, Indiana.

5. At all relevant times herein, Defendant, ENTERPRISE LEASING COMPANY OF CHICAGO, LLC (“ENTERPRISE”), was a foreign corporation incorporated under the laws of the State of Delaware doing business in La Porte County, Indiana.

6. At all relevant times herein, ST. JOSEPH COUNTY Sheriff’s Department was a department of Defendant, ST. JOSEPH COUNTY, INDIANA.

7. At all relevant times herein, Defendant, AMAZON.COM, INC., was a foreign corporation incorporated under the laws of the State of Delaware with its principal place of business in King County, Washington.

8. At all relevant times herein, Defendant, AMAZON.COM SERVICES, LLC, was a foreign limited liability company formed under the laws of the State of Delaware with its principal place of business in King County, Washington.

9. At all relevant times herein, Defendant, AMAZON LOGISTICS, INC., was a foreign corporation incorporated under the laws of the State of Delaware with its principal place of business in King County, Washington.

10. AMAZON.COM, INC., AMAZON.COM SERVICES, LLC, and AMAZON LOGISTICS, INC., shall be collectively referred to herein as “AMAZON DEFENDANTS.”

FACTUAL ALLEGATIONS

The Amazon Defendants

Amazon’s Transportation Business

11. The transportation of goods in interstate commerce constitutes an ultra-hazardous activity that presents substantial dangers to the driving public when not done safely, properly, and with due caution. Accordingly, there are a number of federal

regulations, state statutes, industry standards, and local ordinances that govern the qualification, training, supervision, and retention of commercial motor vehicle drivers and the safe operation of brokers, motor carriers, commercial motor vehicles and truck drivers.

12. The AMAZON DEFENDANTS have their own logistics and transportation network to transport goods from manufacturers and retailers to their warehouses, distribution centers, and ultimately, to customers throughout the country, including Indiana.

13. The AMAZON DEFENDANTS' logistics and transportation network is managed by Defendant, AMAZON LOGISTICS, INC.

14. The AMAZON DEFENDANTS routinely enter into contracts with shippers, transportation companies, interstate motor carriers, intrastate motor carriers, and local delivery partners to transport freight and delivery items purchased by customers throughout the United States, including Indiana.

The Amazon Relay Program: Introduction and Carrier Eligibility

15. At all times relevant hereto, the AMAZON DEFENDANTS operated the Amazon Relay program ("Amazon Relay"), a platform through which the AMAZON DEFENDANTS arrange for third-party motor carriers and drivers to transport Amazon freight on public roadways using commercial motor vehicles.

16. The AMAZON DEFENDANTS describe Amazon Relay as follows:

"a suite of technology products that enable carriers to self-register with Amazon and find, book, and execute Amazon loads. This includes capabilities to accept loads, assign drivers, access Amazon's Relay Load Board, track performance, view and download payment details and raise issues. Carriers also get access to our Relay app (iOS and Android) which enables drivers to view and manage load status, report delays, and use truck-friendly commercial navigation. All carriers and drivers are required to use our Amazon Relay products for all Amazon loads."

17. To apply to participate in Amazon Relay, a motor carrier must hold active interstate operating authority issued by the Federal Motor Carrier Safety Administration (FMCSA), maintain proof of insurance in amounts required by applicable law and Amazon's policies, and hold a safety rating that is not "Conditional," "Unsatisfactory," or "Unfit."

18. Beyond the eligibility requirements described above, the AMAZON DEFENDANTS do not conduct a reasonable investigation into the safety fitness of motor carriers before authorizing them to transport Amazon freight.

19. The AMAZON DEFENDANTS authorize motor carriers to transport Amazon freight and establish the terms and conditions under which those carriers, and their drivers, participate in the program.

Amazon Relay Driver Eligibility and Onboarding Requirements

20. The AMAZON DEFENDANTS require drivers participating in Amazon Relay to create individual driver profiles and complete identity-verification procedures by submitting a selfie, a photograph of his or her driver's license, and details to initiate a background check before hauling Amazon freight.

21. Only drivers who successfully complete identity verification are permitted to haul Amazon freight through Amazon Relay.

22. All drivers must meet standardized background check requirements before hauling freight through Amazon Relay.

23. The AMAZON DEFENDANTS work with their own approved background check provider(s) to look for past criminal or motor vehicle record violations; the AMAZON DEFENDANTS will not approve background checks supplied by other providers.

24. Through Amazon Relay, the AMAZON DEFENDANTS do not merely

approve motor carriers; the AMAZON DEFENDANTS separately evaluate, approve, monitor, verify, and retain authority to disqualify individual drivers who transport Amazon freight.

25. The AMAZON DEFENDANTS retain authority to determine whether a particular individual driver is authorized to transport Amazon freight through Amazon Relay.

26. Through Amazon Relay's onboarding and identity-verification requirements, the AMAZON DEFENDANTS separately evaluate and approve individual drivers before permitting those drivers to transport Amazon freight.

Amazon's Contractual Control and Authority Over Carriers

27. Motor carriers participating in Amazon Relay are subject to ongoing monitoring and compliance requirements established by the AMAZON DEFENDANTS.

28. As a condition of participation in Amazon Relay, carriers and drivers are required to comply with Amazon policies and standards, including Amazon's Code of Business Conduct and Ethics, Supplier Code of Conduct, and other policies incorporated into the Amazon Relay Program Agreement.

29. The Amazon Relay Carrier Terms of Service require participating carriers to promptly notify the AMAZON DEFENDANTS immediately following any change in the carrier's safety rating with the FMCSA; immediately upon becoming aware that any required license has expired, been lost, or been suspended; and immediately if the carrier is found by any governing authority to have violated any law related to safety or insurance coverage.

30. The Amazon Relay Carrier Terms of Service provide that Amazon may modify the Agreement at any time by posting a revised version on its website or mobile application, or by otherwise providing notice to the carrier. If the carrier continues to

perform services after the effective date of any modification to the Agreement, the carrier agrees to be bound by such modifications.

31. The AMAZON DEFENDANTS also retain the right to inspect the records of participating carriers to verify compliance with applicable law and the Amazon Relay Program Agreement.

32. Within 24 hours of a request to inspect records, participating carriers must provide the AMAZON DEFENDANTS with access to, and electronic copies of, all records requested in a form satisfactory to Amazon, and must permit the AMAZON DEFENDANTS and their designees to inspect any facility from which the carrier operates or conducts business.

33. The AMAZON DEFENDANTS also utilize third-party compliance monitoring service(s) to monitor carrier compliance with Amazon's policies and requirements.

34. The AMAZON DEFENDANTS retain authority to determine whether motor carriers and drivers remain eligible to transport Amazon freight.

35. The AMAZON DEFENDANTS retain authority to terminate the Amazon Relay Program Agreement or immediately suspend or restrict a carrier's ability to participate in the Program if: (i) the carrier or any of its personnel violates any applicable law; (ii) the carrier's Safety Rating becomes "Conditional," "Unsatisfactory," or "Unfit," or if the carrier otherwise fails to meet any safety and compliance requirements set out in the Program Policies; (iii) the carrier fails to meet any of the performance requirements set out in the Program Policies; (iv) any information that the carrier or its personnel provides to Amazon is not true and complete in all material respects, or if the carrier otherwise engages in fraudulent behavior; or (v) the carrier fails to materially comply with any provision of the Agreement.

36. By virtue of the authority retained through Amazon Relay, the AMAZON DEFENDANTS possess the ability to identify, investigate, monitor, and respond to safety concerns involving carriers and drivers participating in Amazon Relay.

Amazon Relay's Real-Time Control and Monitoring of Drivers

37. The Amazon Relay Load Board is an online platform within the Amazon Relay Program through which carriers can search for and book available assignments.

38. The assignments posted on the Load Board are preset by the AMAZON DEFENDANTS and include details such as the departure time and location for the trip, the arrival and departure times for each stop along the route, and the required arrival time at the final destination.

39. Motor carriers working for the AMAZON DEFENDANTS do not negotiate payment; the payment amount for each assignment is designated by the AMAZON DEFENDANTS and input into the Load Board by the AMAZON DEFENDANTS.

40. Once a motor carrier books an assignment, the carrier must then assign a driver through the Amazon Relay Program, and the assignment appears on the driver's Amazon Relay mobile application.

41. Once the driver is assigned to a load, the AMAZON DEFENDANTS' communications concerning execution of the load are transmitted directly to the assigned driver through the Amazon Relay application.

42. Through the Amazon Relay mobile application, drivers can view and manage load status, receive navigation instructions identifying destinations, stops, and expected delivery times, and report delays.

43. When a driver is assigned a shipment through Amazon Relay, the platform generates navigation instructions identifying destinations, stops, and expected delivery times for the assigned driver.

44. Drivers hauling Amazon freight must utilize Amazon's check-in and facility-access procedures before entering Amazon facilities and receiving freight.

45. Amazon Relay collects and utilizes location information generated while drivers transport Amazon freight, including location information collected while the application is operating in the background, and this data is used to provide turn-by-turn directions, track ETA and delays, provide load status to carriers and shippers, and make real-time scheduling updates.

46. Milestones such as arrival at origin, departing origin, and arriving at destination must be recorded by the driver using the Amazon Relay mobile application, and failure to complete these milestones will result in non-payment for the load.

47. The AMAZON DEFENDANTS send push notifications directly to drivers, including notifications alerting drivers of changes to loads, updated Amazon processes and procedures, and load readiness.

48. Amazon Relay generates alerts to the assigned driver in the form of a "mobile banner" if the application detects that the driver is exceeding the speed limit, and the AMAZON DEFENDANTS receive data regarding these speed alerts.

49. The AMAZON DEFENDANTS use facial recognition technology to verify driver identity at specific times during loads, including, for example, at pickup and/or drop-off, and Amazon's technology matches said photos to the initial selfie submitted during onboarding to confirm that the driver who was assigned is the same driver hauling the load.

50. While drivers can decline to provide selfies, doing so prevents them from hauling Relay loads, and multiple failed selfie checks can impact a driver's access to Amazon Relay.

51. The AMAZON DEFENDANTS require confirmation that the individual

transporting Amazon freight is the same individual previously approved through Amazon's onboarding and identity-verification process.

52. Through the use of identity-verification procedures and facial-recognition technology, the AMAZON DEFENDANTS monitor and enforce compliance with Amazon's requirement that only Amazon-approved drivers transport Amazon freight.

53. A trip will only be deemed completed if (a) the carrier has delivered the related proof of delivery for each route of the trip to Amazon in the manner requested by Amazon, and (b) the carrier has completed each route of the trip in the Amazon Relay mobile application.

54. In the event of a payment dispute, Amazon's measurements of truck location by GPS, survey, physical check, or otherwise, and route completion, will be determinative.

Amazon Training Materials Provided to Carriers and Drivers

55. The AMAZON DEFENDANTS create, maintain, and distribute training and educational materials through the Amazon Relay platform for use by participating carriers and drivers, including materials addressing operational procedures, safety practices, fatigue and drowsy driving, hours-of-service compliance, facility access procedures, driver pre-registration requirements, performance metrics, low-bridge avoidance, and other subjects related to the transportation of Amazon freight.

56. The AMAZON DEFENDANTS regularly communicate operational instructions, policy updates, and educational materials directly to carriers and drivers through the Relay platform and mobile application.

57. Through the Relay platform, the AMAZON DEFENDANTS provide instruction and guidance concerning how drivers are expected to transport Amazon loads, including procedures for load execution, facility entry, pickup and delivery

operations, delay reporting, use of the Relay application, and compliance with Amazon performance expectations.

58. By providing training materials directly to carriers and drivers through its proprietary platform, the AMAZON DEFENDANTS exercise influence and control over the manner and method by which Amazon freight is transported and the manner in which participating drivers perform Amazon loads.

59. By providing training materials directly to carriers and drivers through its proprietary platform, the AMAZON DEFENDANTS voluntarily undertake responsibility relating to the safe transportation of Amazon freight and the dissemination of safety information to participating carriers and drivers.

Performance Monitoring and Discipline

60. The AMAZON DEFENDANTS continuously monitor the performance of motor carriers and drivers through performance metrics established by Amazon.

61. The AMAZON DEFENDANTS measure carrier performance using three metrics: (a) the rate of on-time deliveries; (b) tender acceptance (not canceling after booking a load); and (c) usage of the Amazon Relay application.

62. The AMAZON DEFENDANTS track whether drivers and carriers comply with Amazon's requirements for use of the Relay platform during load execution.

63. The AMAZON DEFENDANTS monitor pickup times, arrival times, delivery times, delay reporting, route progress, and completion of required milestones through the Relay platform.

64. The AMAZON DEFENDANTS maintain continuous access into load status and driver progress throughout the execution of Amazon loads through data transmitted by the Relay platform and mobile application.

65. The AMAZON DEFENDANTS evaluate carriers based not merely on

whether freight is delivered, but also on whether drivers complied with Amazon's required technological procedures and use of the Relay platform during load execution.

66. The AMAZON DEFENDANTS use performance metrics and compliance data to evaluate whether carriers and drivers remain eligible to transport Amazon freight.

67. The AMAZON DEFENDANTS retain authority to restrict, suspend, or terminate participation in Amazon Relay based upon safety concerns, performance deficiencies, compliance failures, or violations of Amazon policies.

68. The AMAZON DEFENDANTS retain authority to investigate conduct occurring during the transportation of Amazon freight and to impose participation restrictions based upon the results of such investigations.

69. The AMAZON DEFENDANTS retain authority to remove carriers and drivers from Amazon Relay and thereby prevent them from transporting Amazon freight through the program.

70. The AMAZON DEFENDANTS use carrier performance scores to determine the quantity and frequency of future freight opportunities available to participating carriers.

71. The AMAZON DEFENDANTS reward carriers who satisfy Amazon's performance expectations with increased access to loads, preferred opportunities, and contract opportunities, while carriers and drivers who fail to satisfy Amazon's performance expectations face reduced access to future Amazon freight opportunities.

72. Carriers and drivers who meet the AMAZON DEFENDANTS' performance goals are rewarded with early access to certain assignments posted on the Load Board before the assignments become available to other Amazon partner motor carriers.

73. Through its performance-scoring system, the AMAZON DEFENDANTS possess the ability to economically incentivize or discourage driver and carrier conduct during the transportation of Amazon freight.

74. The AMAZON DEFENDANTS' control over participating carriers and drivers is exercised not only through contractual provisions but also through continuous monitoring, performance grading, eligibility determinations, economic incentives, operational requirements, and the threat of suspension or removal from the Relay platform.

75. The AMAZON DEFENDANTS exercise control over participating carriers and drivers not through human supervision, but through algorithmic management accomplished by Amazon's proprietary technology, including driver onboarding requirements, identity verification procedures, load assignment procedures, facility-access requirements, real-time monitoring, location tracking, performance scoring, economic incentives, and suspension authority.

Amazon's Data Ownership

76. The AMAZON DEFENDANTS require participating carriers and drivers to generate and transmit operational data through the Relay platform while transporting Amazon freight.

77. The AMAZON DEFENDANTS collect information relating to driver activity, trip progress, location, route execution, estimated arrival times, load status, facility check-ins, proof-of-delivery events, and other operational information generated during the transportation of Amazon freight.

78. The AMAZON DEFENDANTS maintain the technological ability to receive and review operational information generated during the execution of Amazon loads in near real time.

79. The Amazon Relay Carrier Terms of Service provide that data or other information collected or generated as the carrier and its drivers provide services, including the geo-location of the carrier's personnel and related tracking data, including location, movements, and speed of travel, constitutes "Collected Data."

80. To the extent it is not already in the AMAZON DEFENDANTS' possession, carriers must provide Amazon with any and all Collected Data upon request.

81. The AMAZON DEFENDANTS own all Collected Data, and the AMAZON DEFENDANTS may use and share Collected Data with third parties in its discretion.

82. The AMAZON DEFENDANTS use information generated through the Relay platform to monitor performance, evaluate compliance with Amazon requirements, and determine continued eligibility for participation in Amazon Relay.

83. Through ownership and control of Collected Data, the AMAZON DEFENDANTS maintain visibility into the execution of Amazon loads and the conduct of carriers and drivers performing those loads.

84. The AMAZON DEFENDANTS did not merely receive the end result of transportation services; rather, the AMAZON DEFENDANTS required the generation of operational data throughout the transportation process, claimed ownership of that data, retained the right to access and use that data, and utilized that data to monitor performance and regulate continued participation in Amazon Relay.

Elite Courier

85. At all relevant times herein, ELITE COURIER was an interstate motor carrier authorized to transport goods in interstate commerce and in the State of Indiana pursuant to one or more permits issued by the Interstate Commerce Commission ("ICC") and/or by the USDOT.

86. At all relevant times herein, ELITE COURIER was subject to all state and federal laws, statutes, regulations, and industry standards governing the hiring, training, and supervision of safe and qualified commercial truck drivers.

87. At all relevant times herein, ELITE COURIER and its drivers hauled freight exclusively for the AMAZON DEFENDANTS.

88. At all relevant times herein, ELITE COURIER was an “Unrated” motor carrier under the FMCSA safety-rating system.

89. As an Unrated motor carrier, ELITE COURIER had not received a safety rating from the FMCSA establishing whether it possessed adequate safety-management controls to ensure compliance with applicable safety regulations.

90. As of the date of the occurrence, ELITE COURIER's FMCSA profile reflected only one driver inspection and zero vehicle inspections in the prior twenty-four months, and a total fleet of only 4 power units and 4 drivers.

91. As of the date of the occurrence, ELITE COURIER's FMCSA metrics were consistent with a motor carrier with minimal operating history and a lack of demonstrated compliance with applicable safety regulations.

92. Based upon ELITE COURIER's FMCSA status and metrics, the AMAZON DEFENDANTS knew, or should have known, that ELITE COURIER lacked demonstrated safety-management controls and presented an unreasonable risk of harm to members of the motoring public unless it, and its drivers, were properly screened, monitored, and supervised.

93. Despite ELITE COURIER's FMCSA status and metrics, the AMAZON DEFENDANTS authorized, retained, and continued to utilize ELITE COURIER to transport Amazon freight through Amazon Relay.

94. The AMAZON DEFENDANTS required ELITE COURIER to enter into an

agreement through its use of Amazon Relay, and this agreement required ELITE COURIER, and its drivers, including AKISON, to comply with the Amazon Relay Carrier Terms of Service (the “Amazon Relay Program Agreement” or “the Agreement”).

95. Through the Amazon Relay Program Agreement and related Relay policies, the AMAZON DEFENDANTS retained authority over numerous aspects of the transportation services performed by ELITE COURIER and AKISON, including driver onboarding and approval, identity verification, performance monitoring, load execution requirements, facility-access procedures, location tracking, reporting obligations, compliance requirements, suspension authority, and continued eligibility to transport Amazon freight.

96. By retaining authority to determine whether ELITE COURIER and its drivers, including AKISON, remained eligible to transport Amazon freight through Amazon Relay, and by retaining authority to monitor, investigate, audit, suspend, restrict, and terminate ELITE COURIER and its drivers, including AKISON, the AMAZON DEFENDANTS undertook responsibility for the continued authorization, supervision, retention, and removal of ELITE COURIER and AKISON.

97. At all relevant times herein, the AMAZON DEFENDANTS exercised control over ELITE COURIER and AKISON not only through contractual provisions, but through Amazon's proprietary Relay technology, including driver approval requirements, identity-verification procedures, load assignment systems, facility-access controls, performance monitoring, location tracking, performance scoring, economic incentives, and suspension authority.

Akison's Driving History

98. ELITE COURIER hired AKISON in mid-to-late April 2025, after ELITE

COURIER owner Saul Rubio posted an advertisement on Facebook Marketplace seeking a subcontractor, and AKISON responded seeking work.

99. After ELITE COURIER hired AKISON, ELITE COURIER submitted AKISON for participation in Amazon Relay, and the AMAZON DEFENDANTS authorized AKISON to transport Amazon freight through Amazon Relay after completion of Amazon's onboarding, identity-verification, and driver-approval processes.

100. The AMAZON DEFENDANTS did not merely authorize ELITE COURIER to transport Amazon freight; they separately reviewed, approved, and authorized AKISON as an individual driver before permitting him to transport Amazon freight through Amazon Relay.

101. Prior to ELITE COURIER's hiring, retention, supervision, and entrustment of commercial motor vehicles to AKISON, and prior to the AMAZON DEFENDANTS' authorization of AKISON to transport Amazon freight through Amazon Relay, AKISON had accumulated a lengthy history of driving-related offenses, moving violations, license-related violations, license suspensions, and safety-related incidents.

102. In or about 2004, AKISON was charged with driving with a suspended license in Cook County, Illinois.

103. In or about 2005, AKISON was charged with driving with a suspended license in Cook County, Illinois.

104. In or about 2012, AKISON was charged with driving with a suspended license in Cook County, Illinois.

105. In or about 2014, AKISON was charged with driving with a suspended license in Cook County, Illinois.

106. On or about January 30, 2024, AKISON was cited in Wisconsin for operating a motor vehicle approximately twenty to twenty-four miles per hour above the posted speed limit.

107. On or about February 21, 2024, AKISON was involved in a traffic collision in Will County, Illinois, and was cited for unlawful use of an electronic communication device while operating a motor vehicle, failure to reduce speed to avoid a collision, leaving the scene of an accident, failing to provide information following a traffic crash, failing to notify authorities of property damage resulting from a traffic crash, and improper lane usage.

108. On or about April 4, 2024, AKISON was cited for disregarding a traffic control device in Will County, Illinois.

109. On or about October 11, 2024, AKISON was cited for speeding.

110. On or about December 5, 2024, AKISON was cited for improper lane usage in Will County, Illinois.

111. Prior to ELITE COURIER's hiring, retention, supervision, and entrustment of commercial motor vehicles to AKISON, and prior to the AMAZON DEFENDANTS' authorization of AKISON to transport Amazon freight through Amazon Relay, AKISON had previously operated his own trucking business, but lost that business due to losing his driver's license.

112. The aforesaid moving violations, license-related violations, and safety-related incidents reflected a pattern of unsafe conduct and demonstrated that AKISON was unfit to safely operate commercial motor vehicles on public roadways.

113. The aforesaid information was publicly available and discoverable through reasonable background investigation, driver qualification review, safety monitoring, and retention review.

114. Despite the existence of the aforesaid information, ELITE COURIER hired and retained AKISON, entrusted him with commercial motor vehicles, and the AMAZON DEFENDANTS authorized and permitted AKISON to transport Amazon freight through Amazon Relay.

Akison's January 2025 Commercial Vehicle Narcotics Arrest

115. On or about January 23, 2025, approximately three and a half months before the occurrence, AKISON was operating a commercial box truck on Interstate 65 in Lake County, Indiana while returning from his last Amazon delivery of the day.

116. While operating the commercial vehicle, Indiana State Police received multiple 911 reports from motorists reporting that AKISON was unable to maintain his lane of travel and was driving erratically along Interstate 65.

117. Indiana State Police Trooper D. Patrick received dispatch information regarding AKISON's erratic driving, and after locating AKISON's vehicle, Trooper Patrick observed AKISON leave his lane of travel, drive onto the shoulder of the roadway, and return to the roadway, at which time Trooper Patrick initiated a traffic stop.

118. During the traffic stop, AKISON advised law enforcement that he was returning home from his last Amazon delivery of the day.

119. During the traffic stop, Trooper Patrick observed AKISON exhibit signs consistent with impairment and requested assistance from local law enforcement.

120. Merrillville Police Department Officer Nick Wright responded with a certified narcotics-detection canine, which alerted on AKISON's vehicle.

121. Following the canine alert, the officers searched AKISON's vehicle and discovered a baggie containing a rock-like substance in the cab of the vehicle.

122. The substance field-tested positive for heroin, and AKISON was

subsequently arrested and charged with Possession of a Narcotic Drug, a Level 6 Felony, in Lake County, Indiana.

123. As a result of the foregoing incident, law enforcement seized the keys to AKISON's vehicle and took AKISON into custody.

124. As a result of the foregoing incident, the commercial vehicle operated by AKISON was left on the shoulder of Interstate 65 and tagged as abandoned by law enforcement.

125. As a result of the foregoing incident, law enforcement records, arrest records, criminal court records, dispatch records, and other documentation that was publicly available and discoverable through reasonable background investigation, driver qualification review, safety monitoring, and retention-review procedures was generated.

126. The foregoing incident was of such a nature that ELITE COURIER knew or, through the exercise of reasonable care in the hiring, qualification, selection, authorization, supervision, monitoring, investigation, retention, and continued use of its drivers and commercial motor vehicles, should have known of the incident and the circumstances surrounding it.

127. The foregoing incident was of such a nature that the AMAZON DEFENDANTS knew or, through the exercise of reasonable care in the selection, authorization, qualification, monitoring, supervision, investigation, auditing, retention, and continued use of motor carriers and drivers participating in Amazon Relay, should have known of the incident and the circumstances surrounding it.

128. Based upon the foregoing information, including, but not limited to, AKISON's driving history, moving violations, license-related violations, and safety-related incidents, including the January 23, 2025 commercial vehicle narcotics arrest

and charges, ELITE COURIER and the AMAZON DEFENDANTS knew, or through the exercise of reasonable care in the hiring, qualification, selection, authorization, supervision, monitoring, investigation, retention, and continued use of drivers and motor carriers should have known, that AKISON presented an unreasonable and foreseeable risk of harm to members of the motoring public and was not fit to safely operate commercial motor vehicles transporting freight on public roadways.

129. Despite the foregoing information and warning signs, ELITE COURIER and the AMAZON DEFENDANTS hired, qualified, selected, authorized, retained, supervised, monitored, and/or continued to permit AKISON to operate commercial motor vehicles transporting freight on public roadways, including the Amazon freight involved in the subject collision.

Vehicle Ownership, Motor Carrier Authority, and Agency On The Date of the Occurrence

130. At all relevant times on the date of the occurrence, AKISON was operating a commercial motor bearing VIN 5PVNJ7AV6S5T57758 under the motor carrier operating authority of ELITE COURIER.

131. At all relevant times on the date of the occurrence, the vehicle operated by AKISON was owned by ENTERPRISE.

132. At all relevant times on the date of the occurrence, ELITE COURIER and AKISON had permission to use ENTERPRISE's vehicle.

133. At all relevant times on the date of the occurrence, AKISON and ELITE COURIER were transporting Amazon freight through Amazon Relay for the benefit of the AMAZON DEFENDANTS and were subject to the AMAZON DEFENDANTS' policies, procedures, eligibility requirements, technology requirements, monitoring, supervision, performance standards, communications, and retained right of control.

134. At all relevant times on the date of the occurrence, the AMAZON DEFENDANTS, ELITE COURIER, and AKISON were engaged in the transportation of Amazon freight through Amazon Relay for their mutual commercial benefit and pursuant to their respective contractual and business relationships.

135. At all relevant times on the date of the occurrence, AKISON was an employee, agent, apparent agent and/or servant of ELITE COURIER and the AMAZON DEFENDANTS.

136. At all relevant times on the date of the occurrence, AKISON was acting in the ordinary course and scope of said employment, agency, apparent agency, and/or service and subject to the control of ELITE COURIER and the AMAZON DEFENDANTS.

137. At all relevant times on the date of the occurrence, the AMAZON DEFENDANTS retained the authority to determine whether ELITE COURIER and AKISON were eligible to transport Amazon freight through Amazon Relay and retained the authority to restrict, suspend, terminate, or otherwise revoke such eligibility.

The Amazon Defendants' Responsibility – Agency, Negligent Selection and Retention, Joint Venture, and Motor Carrier Status

138. At all relevant times herein, the AMAZON DEFENDANTS exercised substantial control over the transportation services performed by ELITE COURIER and AKISON, including through mandatory use of Amazon Relay and other Amazon technology, driver identity verification procedures, load assignment, performance monitoring, communications with drivers, route and delivery requirements, eligibility requirements, and the authority to restrict, suspend, or terminate carriers and drivers from participation in Amazon Relay, such that ELITE COURIER and AKISON acted as agents, apparent agents, and/or representatives of the AMAZON DEFENDANTS.

139. At all relevant times herein, the AMAZON DEFENDANTS' control over ELITE COURIER and AKISON was exercised through technology, contractual requirements, monitoring systems, and performance-management tools rather than through traditional dispatch methods.

140. At all relevant times herein, the AMAZON DEFENDANTS negligently selected, authorized, qualified, monitored, supervised, retained, and/or continued to utilize ELITE COURIER and AKISON to transport Amazon freight despite actual knowledge, constructive knowledge, or information that would have been discovered through the exercise of reasonable care, including, but not limited to, ELITE COURIER's Unrated safety status, operating history, qualification and hiring practices, and AKISON's driving history, license-related violations, moving violations, crash-related violations, prior erratic-driving incident involving a commercial vehicle, January 2025 narcotics-related arrest, and other indicators of unfitness that established an unreasonable and foreseeable risk of harm to the motoring public.

141. At all relevant times herein, the AMAZON DEFENDANTS, ELITE COURIER, and AKISON were engaged in a common enterprise and undertaking for their mutual commercial benefit involving the transportation of Amazon freight through Amazon Relay, and the AMAZON DEFENDANTS supplied freight, logistics infrastructure, proprietary technology, operational requirements, and compensation, while ELITE COURIER and AKISON supplied transportation services, labor, equipment, and driver services.

142. At all relevant times herein, the AMAZON DEFENDANTS, through Amazon Relay and related transportation operations, functioned as, acted as, and/or held themselves out as the effective motor carrier responsible for the transportation of the freight being transported on the date of the occurrence by exercising control over

material aspects of the transportation operation, including carrier eligibility, driver identity verification, load assignment, delivery requirements, performance standards, driver communications, real-time monitoring, and the collection and use of transportation-related data.

May 8, 2025 and the Occurrence

143. At all relevant times on May 8, 2025, AKISON was transporting freight for the AMAZON DEFENDANTS.

144. At all relevant times on May 8, 2025, AKISON was required to utilize the Amazon Relay application while transporting Amazon freight.

145. At all relevant times on May 8, 2025, AKISON's load, location, assignment status, and progress were being tracked, monitored, or otherwise available to the AMAZON DEFENDANTS through the Amazon Relay program.

146. The box truck operated by AKISON on May 8, 2025, was a commercial motor vehicle as defined by the FMCSA.

147. The box truck operated by AKISON on May 8, 2025, was owned by ENTERPRISE.

148. The commercial carrier registered for the box truck operated by AKISON on May 8, 2025, was ELITE COURIER.

149. On or about May 8, 2025, AKISON ingested fentanyl.

150. At approximately 2:40 a.m. CST on May 8, 2025, AKISON began driving in Channahon, Illinois.

151. That morning, AKISON transported Amazon freight from an Amazon distribution facility in Illinois to an Amazon distribution facility in South Bend, Indiana.

152. At approximately 5:30 a.m. CST on May 8, 2025, AKISON delivered the

load of Amazon freight to the Amazon distribution facility in South Bend, Indiana.

153. At approximately 2:00 p.m. CST on May 8, 2025, AKISON picked up another load of Amazon freight at the Amazon distribution facility in South Bend, Indiana.

154. Between the completion of his morning delivery at approximately 5:30 a.m. CST and his 2:00 p.m. CST pickup, AKISON had been awake since approximately 1:30 to 1:40 a.m. CST and had obtained only limited rest.

155. At his April 29, 2026 sentencing hearing, AKISON admitted that, at the time of the subject collision, he was over his permitted driving hours.

156. The Amazon freight AKISON picked up in South Bend, Indiana consisted of three gaylords, which are commercial storage containers.

157. After AKISON left the Amazon distribution facility in South Bend, Indiana, he began driving westbound on State Road 2 in ST. JOSEPH COUNTY, Indiana towards his destination in Downers Grove, Illinois.

158. At said date and time, ST. JOSEPH COUNTY law enforcement received a dispatch to be on the lookout (“BOLO”) for the white box truck operated by AKISON.

159. At said date and time, ST. JOSEPH COUNTY law enforcement received multiple reports that AKISON was operating the box truck in an erratic manner, swerving across the roadway, nearly leaving the roadway, and nearly striking multiple other vehicles.

160. At said date and time, ST. JOSEPH COUNTY Corporal A. Barker was driving westbound on State Road 2 when he observed AKISON’s box truck swerving in his rearview mirror.

161. At said date and time, Corporal Barker slowed his patrol vehicle to allow AKISON’s truck to pass.

162. At said date and time, Corporal Barker observed AKISON's box truck nearly leave the roadway.

163. At said date and time, Corporal Barker observed AKISON's truck traveling between 60 and 72 miles per hour.

164. After observing AKISON's erratic driving, Corporal Barker attempted to initiate a traffic stop.

165. AKISON disregarded the attempted traffic stop and continued driving westbound on State Road 2.

166. AKISON continued westbound on State Road 2 while swerving across the roadway, periodically braking for no apparent reason, and activating his turn signals when no turn was being made.

167. Corporal Barker continued pursuit of AKISON's box truck.

168. Once the vehicle pursuit entered La Porte County, Indiana, St. Joseph law enforcement terminated the pursuit of AKISON's box truck but did not notify La Porte County law enforcement of the pursuit.

169. At the time St. Joseph law enforcement terminated its pursuit of AKISON's box truck at the La Porte County line, La Porte County law enforcement had not been notified of the ongoing pursuit, as La Porte County dispatch records reflect the entry: "LP CO WAS NOT NOTIFIED OF PURSUIT WITH ST JOE."

170. As a result of St. Joseph law enforcement's failure to notify La Porte County law enforcement of the ongoing pursuit, La Porte County law enforcement officers were not positioned to intercept AKISON's box truck or to warn the motoring public of the known danger AKISON presented.

171. Approximately 8 to 9 minutes after ST. JOSEPH COUNTY law enforcement terminated its pursuit, AKISON remained in operation of the truck and

continued operating it in a dangerous manner.

172. During said time, AKISON operated the truck for another approximately 8 miles, and AKISON continued operating the truck until the occurrence.

173. At said time, the New Prairie High School (“New Prairie”) junior varsity baseball team was traveling to Hobart High School in Lake County, Indiana to play a baseball game.

174. BRADLEY BRADSHAW was a volunteer coach for, and LUCAS BRADSHAW was a member of, the New Prairie junior varsity baseball team.

175. At approximately 3:16 p.m. CST on May 8, 2025, BRADLEY BRADSHAW was the operator and LUCAS BRADSHAW was a passenger in one of two school buses owned and operated by New Prairie traveling to said baseball game.

176. At said date and time, the two New Prairie school buses were traveling westbound on U.S. 20 approaching its intersection with Fail Road in La Porte County, Indiana.

177. The intersection of U.S. 20 and Fail Road is governed by traffic lights for all lanes in all directions of travel.

178. The speed limit near the intersection of U.S. 20 and Fail Road is 45 miles per hour.

179. At said date and time, the two New Prairie school buses were approaching the intersection and slowing for a red traffic signal.

180. At said date, time, and location, AKISON was operating his box truck westbound on U.S. 20 approaching its intersection with Fail Road in La Porte County, Indiana behind the New Prairie school buses at a speed of approximately 77 miles per hour.

181. At said date, time, and location, AKISON was actively using his phone,

including using the Amazon Relay mobile application.

182. At said date, time, and location, AKISON was under the influence of fentanyl.

183. In addition to fentanyl, AKISON had consumed cocaine on or about May 3, 2025, five days before the occurrence, and had consumed three unprescribed 10mg Hydrocodone pills on May 7, 2025, the day before the occurrence.

184. At said date, time, and location, as the New Prairie school buses were slowing to stop at the red traffic signal at U.S. 20 and Fail Road, AKISON approached from the rear at a high rate of speed, passed traffic, swerved between lanes, struck the rear of the New Prairie bus operated by BRADLEY BRADSHAW and occupied by LUCAS BRADSHAW.

185. AKISON's truck struck the rear of the New Prairie school bus operated by BRADLEY BRADSHAW and occupied by LUCAS BRADSHAW at an approximate speed of 73 miles per hour.

186. The force of the collision caused the New Prairie school bus to overturn and resulted in LUCAS BRADSHAW being ejected from the bus.

187. The box truck operated by AKISON on May 8, 2025, was equipped with a collision mitigation system, electronic stability control, and a lane departure warning system.

188. As AKISON approached the New Prairie school buses from the rear, the truck's collision mitigation system activated a proximity alert, indicating that AKISON was closing on another vehicle.

189. AKISON later admitted to investigators that he had looked at his cellular phone to view the Amazon Load Board application at the time the proximity alert sounded.

190. AKISON further admitted that he habitually turned up the music in the cab of the box truck to drown out the sound of the proximity sensor while driving.

191. Following the occurrence, a drug test was performed on AKISON and he tested positive for fentanyl.

192. Following the occurrence, the La Porte County Sheriff's Office convened its Fatal Alcohol Crash Team ("FACT") to conduct a formal reconstruction investigation of the collision, and FACT Sergeant Scott Boswell served as the lead crash reconstructionist for the investigation.

193. Sergeant Boswell is certified by the Accreditation Commission for Traffic Accident Reconstruction ("ACTAR"), a nationally recognized credentialing body for crash reconstruction professionals.

194. In conducting his reconstruction, Sergeant Boswell and the FACT team employed a comprehensive investigative methodology, including aerial and ground-level scene photography, scene mapping and measurements, inspection of all vehicles involved in the Crash, imaging and analysis of event data recorders ("EDR") and electronic control modules ("ECM") from AKISON's box truck and the New Prairie school buses, review of cellular device data, review of surveillance video and dashcam footage from nearby vehicles and properties, toxicology analysis of all vehicle operators, and review of driver log records and GPS data associated with AKISON's vehicle.

195. The ECM data recovered from AKISON's box truck confirmed that the maximum speed recorded during the fifty-nine seconds prior to the collision was 77 miles per hour, and for twenty-two of those seconds, the truck operated at a constant 77 miles per hour.

196. The ECM data recovered from AKISON's box truck also confirmed that,

at the moment of impact between AKISON's vehicle and the New Prairie bus operated and occupied by the Plaintiffs, AKISON's vehicle was traveling at a speed of 73 miles per hour.

197. The ECM data recovered from AKISON's box truck recorded only a single brake activation at the moment of impact, with no record of braking at any point prior to the collision.

198. GPS records associated with AKISON's box truck independently identified speeds of 78 to 80 miles per hour in the period prior to the occurrence, consistent with the ECM data.

199. The cellular device of AKISON was forensically imaged and examined by the ST. JOSEPH COUNTY Cyber Crimes Unit, and that examination confirmed that AKISON was actively utilizing courier-related applications on the device at the time of the collision, including Amazon Relay and the Amazon Load Board.

200. Based upon his investigation, examination of the evidence, and analysis of the foregoing data, Sergeant Boswell determined that the cause of the collision was distracted driving and further concluded that speed, fatigue, and narcotics were contributing factors.

201. Following the occurrence, AKISON was charged with Causing Catastrophic Injury when Operating a Motor Vehicle While Intoxicated, a Level 4 Felony, for the injuries caused to LUCAS BRADSHAW; Causing Serious Bodily Injury when Operating a Motor Vehicle While Intoxicated, a Level 5 Felony, for the injuries caused to another occupant of one of the New Prairie school buses; two counts of Criminal Recklessness, both Level 5 Felonies; and Operating While Intoxicated.

202. At the March 13, 2026 plea hearing related to the above charges, the Court asked AKISON whether the fentanyl he had consumed prior to the collision

impaired his ability to operate the commercial motor vehicle on May 8, 2025, and AKISON responded, "Absolutely true."

203. At said plea hearing, AKISON pled guilty to Causing Catastrophic Injury when Operating a Motor Vehicle While Intoxicated and Causing Serious Bodily Injury when Operating a Motor Vehicle While Intoxicated.

204. On or about April 29, 2026, the Honorable Julianne K. Havens of the La Porte Circuit Court found AKISON guilty of Causing Catastrophic Injury when Operating a Motor Vehicle While Intoxicated and sentenced AKISON to 8 years in the Indiana Department of Corrections.

205. On or about April 29, 2026, the Honorable Julianne K. Havens of the La Porte Circuit Court found AKISON guilty of Causing Serious Bodily Injury when Operating a Motor Vehicle While Intoxicated and sentenced AKISON to 4 years in the Indiana Department of Corrections, with 1 year executed and 3 years on probation.

COUNT 1 – NEGLIGENCE – SHAWN AKISON

206. Plaintiffs restate and reallege each and every allegation contained in Paragraphs 1 through 205 as though they are fully and completely alleged herein.

207. It was the duty of the Defendant, SHAWN AKISON, to operate said motor vehicle with due care and caution, in accordance with the applicable statutes and ordinances in effect at said time and place.

208. At the time and place aforesaid, the Defendant, SHAWN AKISON, was guilty of one or more of the following careless and negligent acts or omissions:

- a. Carelessly and negligently operated said motor vehicle while under the influence of fentanyl;
- b. Carelessly and negligently operated said motor vehicle while fatigued and after exceeding his permitted driving hours;
- c. Carelessly and negligently operated said motor vehicle at an excessive and unreasonable rate of speed;
- d. Carelessly and negligently failed to maintain proper control over said vehicle;

- e. Carelessly and negligently disregarded an attempted traffic stop by law enforcement;
- f. Carelessly and negligently failed to take appropriate action to avoid in-vehicle distractions while operating said vehicle;
- g. Carelessly and negligently failed to maintain a proper lookout for other vehicles on the roadway;
- h. Carelessly and negligently followed too closely behind the vehicle occupied by the Plaintiffs;
- i. Carelessly and negligently disregarded said vehicle's collision mitigation and proximity warning system;
- j. Carelessly and negligently failed to sound a horn or otherwise give timely warning of the impending collision;
- k. Carelessly and negligently failed to reduce his rate of speed or take other appropriate action to avoid a collision with the vehicle occupied by the Plaintiffs; and/or
- l. Was otherwise careless or negligent in the operation of said motor vehicle.

209. As a direct and proximate result of one or more of the aforesaid careless and negligent acts or omissions, the vehicle operated by the Defendant, SHAWN AKISON, collided with the rear of the vehicle occupied by the Plaintiffs, BRADLEY BRADSHAW and LUCAS BRADSHAW.

210. As a direct and proximate result of the aforesaid, the Plaintiffs, BRADLEY BRADSHAW and LUCAS BRADSHAW, suffered injuries of a personal and pecuniary nature, including, but not limited to, medical expenses, lost wages, damage to property, pain and suffering, physical and emotional trauma, and other damages recoverable under Indiana law.

211. Plaintiffs seek to recover all damages entitled to them by law, including all damages available in the Indiana Model Civil Jury Instructions 703.

WHEREFORE, the Plaintiffs, BRADLEY BRADSHAW and LUCAS BRADSHAW pray for judgment against the Defendant, SHAWN AKISON, in an amount to fully compensate them for all injuries and damages they suffered, costs, and for all other just and proper relief.

COUNT 2 – PUNITIVE DAMAGES – SHAWN AKISON

212. Plaintiffs restate and reallege each and every allegation contained in

Paragraphs 1 through 205 as though they are fully and completely alleged herein.

213. Prior to the occurrence, on or about January 23, 2025, AKISON operated a commercial box truck in such a manner that multiple motorists reported that he was driving erratically and unable to maintain his lane of travel.

214. On or about January 23, 2025, law enforcement observed AKISON operate the commercial vehicle in an unsafe manner, initiated a traffic stop, discovered heroin in the vehicle being operated by AKISON, and arrested him.

215. Despite the incident that occurred on or about January 23, 2025, and the obvious dangers associated with impaired and/or unsafe operation of a commercial vehicle, AKISON continued operating commercial motor vehicles on public roadways.

216. In the days immediately preceding the occurrence, AKISON engaged in a pattern of unprescribed controlled substance use, including consuming cocaine on or about May 3, 2025, and unprescribed Hydrocodone on or about May 7, 2025.

217. Prior to the occurrence, AKISON had exceeded his permitted driving hours.

218. Immediately prior to the occurrence, AKISON was the subject of multiple reports of erratic driving, swerving, and nearly striking other vehicles.

219. Immediately prior to the occurrence, law enforcement observed AKISON operating said motor vehicle in an unsafe manner and attempted to initiate a traffic stop.

220. Immediately prior to the occurrence, AKISON disregarded the attempted traffic stop by law enforcement and continued operating said motor vehicle.

221. Immediately prior to the occurrence, AKISON operated said motor vehicle at an excessive and unreasonable rate of speed, reaching approximately 77 miles per hour in a posted 45 mile-per-hour zone.

222. Immediately prior to the occurrence, AKISON disregarded his motor vehicle's collision mitigation system, which activated a proximity warning alert prior to the collision.

223. Immediately prior to and/or at the time of the occurrence, AKISON was actively utilizing a cellular telephone and applications related to his courier duties, including Amazon Relay and Amazon Load Board.

224. At the time of the occurrence, AKISON was under the influence of fentanyl.

225. AKISON's conduct demonstrated a conscious and reckless disregard for the safety of others on the roadway, and was not the result of mistake, inadvertence, ordinary negligence, or an error in judgment.

226. AKISON knew, or should have known, that his conduct created a substantial probability of injury to others using the roadway.

227. As a direct and proximate result of AKISON's willful, wanton, and reckless conduct, AKISON caused the subject collision and the catastrophic injuries and damages sustained by the Plaintiffs.

228. Plaintiffs seek punitive damages against the Defendant, SHAWN AKISON, as permitted by Indiana law.

WHEREFORE, the Plaintiffs, BRADLEY BRADSHAW and LUCAS BRADSHAW pray for judgment against the Defendant, SHAWN AKISON, and request relief for reasonable punitive damages suffered as a result of AKISON's willful, wanton, and reckless conduct, and for all other just and proper relief.

COUNT 3 – AGENCY – ELITE COURIER, INC.

229. Plaintiffs restate and reallege each and every allegation contained in Paragraphs 1 through 205 as though they are fully and completely alleged herein.

230. At all relevant times herein, the Defendant, SHAWN AKISON was an employee, agent, apparent agent and/or servant of ELITE COURIER.

231. At all relevant times herein, AKISON was acting in the ordinary course and scope of said employment, agency, apparent agency, and/or service and subject to the control of ELITE COURIER.

232. It was the duty of the Defendant, ELITE COURIER, by and through its employee, agent, apparent agent and/or servant, SHAWN AKISON, to operate said motor vehicle with due care and caution, in accordance with the applicable statutes and ordinances in effect at said time and place.

233. At the time and place aforesaid, the Defendant, ELITE COURIER, by and through its employee, agent, apparent agent and/or servant, SHAWN AKISON, was guilty of one or more of the following careless and negligent acts or omissions:

- a. Carelessly and negligently operated said motor vehicle while under the influence of fentanyl;
- b. Carelessly and negligently operated said motor vehicle while fatigued and after exceeding his permitted driving hours;
- c. Carelessly and negligently operated said motor vehicle at an excessive and unreasonable rate of speed;
- d. Carelessly and negligently failed to maintain proper control over said vehicle;
- e. Carelessly and negligently disregarded an attempted traffic stop by law enforcement;
- f. Carelessly and negligently failed to take appropriate action to avoid in-vehicle distractions while operating said vehicle;
- g. Carelessly and negligently failed to maintain a proper lookout for other vehicles on the roadway;
- h. Carelessly and negligently followed too closely behind the vehicle occupied by the Plaintiffs;
- i. Carelessly and negligently disregarded said vehicle's collision mitigation and proximity warning system;
- j. Carelessly and negligently failed to sound a horn or otherwise give timely warning of the impending collision;
- k. Carelessly and negligently failed to reduce his rate of speed or take other appropriate action to avoid a collision with the vehicle occupied by the Plaintiffs; and/or
- l. Was otherwise careless or negligent in the operation of said motor vehicle.

234. As a direct and proximate result of one or more of the aforesaid careless

and negligent acts or omissions, the vehicle operated by the Defendant, SHAWN AKISON, collided with the rear of the vehicle occupied by the Plaintiffs, BRADLEY BRADSHAW and LUCAS BRADSHAW.

235. As a direct and proximate result of the aforesaid, the Plaintiffs, BRADLEY BRADSHAW and LUCAS BRADSHAW, suffered injuries of a personal and pecuniary nature, including, but not limited to, medical expenses, lost wages, damage to property, pain and suffering, physical and emotional trauma, and other damages recoverable under Indiana law.

236. Plaintiffs seek to recover all damages entitled to them by law, including all damages available in the Indiana Model Civil Jury Instructions 703.

WHEREFORE, the Plaintiffs, BRADLEY BRADSHAW and LUCAS BRADSHAW pray for judgment against the Defendant, ELITE COURIER, in an amount to fully compensate them for all injuries and damages they suffered, costs, and for all other just and proper relief.

COUNT 4 – NEGLIGENCE SELECTION AND RETENTION – ELITE COURIER, INC.

237. Plaintiffs restate and reallege each and every allegation contained in Paragraphs 1 through 205 as though they are fully and completely alleged herein.

238. It was the duty of Defendant ELITE COURIER to exercise reasonable care in the hiring, screening, qualification, training, supervision, monitoring, investigation, retention, entrustment, and continued use of drivers operating under its motor-carrier authority, and to ensure that such drivers were fit to safely operate commercial motor vehicles on public roadways and complied with applicable federal and state safety laws, regulations, and industry standards.

239. Notwithstanding said duty, the Defendant, ELITE COURIER, was guilty of one or more of the following careless and negligent acts or omissions:

- a. Failed to adequately investigate AKISON'S background, driving history, safety history, criminal history, qualifications, and fitness to operate

- commercial motor vehicles;
- b. Hired, qualified, authorized, and/or permitted AKISON to operate commercial motor vehicles despite information indicating that he presented an unreasonable and foreseeable risk of harm to the motoring public;
- c. Failed to adequately train, supervise, monitor, evaluate, and investigate AKISON'S conduct and fitness to operate commercial motor vehicles;
- d. Retained, authorized, and/or continued to permit AKISON to operate commercial motor vehicles despite information demonstrating, or which should have demonstrated, that he was unfit to safely operate commercial motor vehicles;
- e. Failed to remove, restrict, suspend, disqualify, or otherwise prevent AKISON from operating commercial motor vehicles when it knew or should have known that he presented an unreasonable risk of harm to the motoring public;
- f. Entrusted a commercial motor vehicle to AKISON when it knew or should have known that he was not fit to safely operate commercial motor vehicles;
- g. Failed to maintain and enforce reasonable driver qualification, supervision, monitoring, and safety-management procedures;
- h. Failed to ensure that drivers operating under its motor-carrier authority complied with applicable federal and state safety laws, regulations, and industry standards, including hours-of-service requirements; and/or
- i. Was otherwise careless and negligent.

240. As a direct and proximate result of Defendant ELITE COURIER'S negligent hiring, qualification, supervision, retention, entrustment, authorization, and continued use of AKISON, AKISON was able to continue operating commercial motor vehicles despite the warning signs and safety concerns described herein.

241. As a direct and proximate result of one or more of the aforesaid careless and negligent acts or omissions of Defendant ELITE COURIER, Defendant SHAWN AKISON was permitted to operate the commercial motor vehicle involved in the subject collision and, while doing so, collided with the rear of the vehicle occupied by Plaintiffs, BRADLEY BRADSHAW and LUCAS BRADSHAW.

242. As a direct and proximate result of the aforesaid careless and negligent acts or omissions of Defendant ELITE COURIER, and the resulting collision caused by Defendant SHAWN AKISON, Plaintiffs BRADLEY BRADSHAW and LUCAS BRADSHAW suffered severe and permanent injuries of a personal and pecuniary

nature, including, but not limited to, disability, disfigurement, pain and suffering, emotional distress, loss of a normal life, medical expenses, lost earnings, lost earning capacity, property damage, and other damages recoverable under Indiana law.

243. Plaintiffs seek to recover all damages entitled to them by law, including all damages available in the Indiana Model Civil Jury Instructions 703.

WHEREFORE, the Plaintiffs, BRADLEY BRADSHAW and LUCAS BRADSHAW pray for judgment against the Defendant, ELITE COURIER, in an amount to fully compensate them for all injuries and damages they suffered, costs, and for all other just and proper relief.

COUNT 5 – PUNITIVE DAMAGES – ELITE COURIER, INC.

244. Plaintiffs restate and reallege each and every allegation contained in Paragraphs 1 through 205 as though they are fully and completely alleged herein.

245. Prior to the occurrence, ELITE COURIER knew of AKISON'S driving history, including repeated license-related offenses, speeding violations, distracted-driving violations, crash-related violations, and other safety-related incidents.

246. Prior to the occurrence, ELITE COURIER knew or should have known that, on January 23, 2025, AKISON was operating a commercial box truck in such a manner that multiple motorists reported that he was driving erratically and unable to maintain his lane of travel.

247. Prior to the occurrence, ELITE COURIER knew or should have known that, on January 23, 2025, law enforcement observed AKISON operating a commercial vehicle in an unsafe manner, initiated a traffic stop, discovered heroin in the vehicle being operated by AKISON, and arrested him.

248. Prior to the occurrence, ELITE COURIER knew or should have known that, as a result of the January 23, 2025 incident, AKISON was charged in Lake County,

Indiana with Possession of a Narcotic Drug.

249. Prior to the occurrence, ELITE COURIER knew or should have known that the January 23, 2025 incident resulted in AKISON'S arrest, incarceration, and the commercial vehicle he was operating being left on the shoulder of Interstate 65 and tagged as abandoned by law enforcement.

250. On or about April 17, 2025, approximately three weeks before the subject collision, AKISON received deferred prosecution on the Lake County, Indiana charges arising from the January 23, 2025 commercial vehicle narcotics incident.

251. Despite the foregoing information and warning signs, ELITE COURIER continued to authorize, retain, supervise, entrust commercial motor vehicles to, and permit AKISON to operate commercial motor vehicles on public roadways, including the Amazon freight involved in the subject collision.

252. ELITE COURIER consciously disregarded a known and substantial risk of harm to the motoring public by continuing to authorize, retain, supervise, entrust commercial motor vehicles to, and permit AKISON to operate commercial motor vehicles.

253. ELITE COURIER'S conduct demonstrated a conscious and reckless disregard for the safety of others and was not the result of mistake, inadvertence, ordinary negligence, or an error in judgment.

254. The foregoing conduct was willful, wanton, and in reckless disregard of the consequences to Plaintiffs and others using the roadway.

255. As a direct and proximate result of ELITE COURIER's willful, wanton, and reckless conduct, AKISON caused the subject collision and the catastrophic injuries and damages sustained by the Plaintiffs.

256. Plaintiffs seek punitive damages against the Defendant, ELITE COURIER,

as permitted by Indiana law.

WHEREFORE, the Plaintiffs, BRADLEY BRADSHAW and LUCAS BRADSHAW pray for judgment against the Defendant, ELITE COURIER, and request relief for reasonable punitive damages suffered as a result of ELITE COURIER's willful, wanton, and reckless conduct, and for all other just and proper relief.

COUNT 6 – AGENCY – THE AMAZON DEFENDANTS

257. Plaintiffs restate and reallege each and every allegation contained in Paragraphs 1 through 205 as though they are fully and completely alleged herein.

258. At all relevant times herein, Defendant SHAWN AKISON was an agent, apparent agent, servant, representative, and/or statutory employee of one or more of the AMAZON DEFENDANTS.

259. At all relevant times herein, AKISON was acting in the ordinary course and scope of said agency, apparent agency, service, representation, and/or employment and was transporting Amazon freight for the benefit of the AMAZON DEFENDANTS through Amazon Relay.

260. At all relevant times herein, AKISON was subject to the AMAZON DEFENDANTS' policies, procedures, eligibility requirements, technology requirements, monitoring systems, communications, performance standards, and retained right of control.

261. At all relevant times herein, the AMAZON DEFENDANTS retained authority to determine whether AKISON remained eligible to transport Amazon freight through Amazon Relay and retained authority to suspend, restrict, investigate, audit, terminate, or otherwise revoke such eligibility.

262. The AMAZON DEFENDANTS exercised substantial control over the transportation services performed by AKISON through Amazon Relay, including but

not limited to driver identity verification, load assignment, communications, performance monitoring, location tracking, delivery requirements, milestone completion requirements, and eligibility determinations.

263. It was the duty of the AMAZON DEFENDANTS, by and through their employee, agent, apparent agent and/or servant, SHAWN AKISON, to operate said motor vehicle with due care and caution, in accordance with the applicable statutes and ordinances in effect at said time and place.

264. At the time and place aforesaid, the AMAZON DEFENDANTS, by and through their employee, agent, apparent agent and/or servant, SHAWN AKISON, were guilty of one or more of the following careless and negligent acts or omissions:

- a. Carelessly and negligently operated said motor vehicle while under the influence of fentanyl;
- b. Carelessly and negligently operated said motor vehicle while fatigued and after exceeding his permitted driving hours;
- c. Carelessly and negligently operated said motor vehicle at an excessive and unreasonable rate of speed;
- d. Carelessly and negligently failed to maintain proper control over said vehicle;
- e. Carelessly and negligently disregarded an attempted traffic stop by law enforcement;
- f. Carelessly and negligently failed to take appropriate action to avoid in-vehicle distractions while operating said vehicle;
- g. Carelessly and negligently failed to maintain a proper lookout for other vehicles on the roadway;
- h. Carelessly and negligently followed too closely behind the vehicle occupied by the Plaintiffs;
- i. Carelessly and negligently disregarded said vehicle's collision mitigation and proximity warning system;
- j. Carelessly and negligently failed to sound a horn or otherwise give timely warning of the impending collision;
- k. Carelessly and negligently failed to reduce his rate of speed or take other appropriate action to avoid a collision with the vehicle occupied by the Plaintiffs; and/or
- l. Was otherwise careless or negligent in the operation of said motor vehicle.

265. As a direct and proximate result of one or more of the aforesaid careless and negligent acts or omissions, the vehicle operated by the Defendant, SHAWN AKISON, collided with the rear of the vehicle occupied by the Plaintiffs, BRADLEY

BRADSHAW and LUCAS BRADSHAW.

266. As a direct and proximate result of the aforesaid, the Plaintiffs, BRADLEY BRADSHAW and LUCAS BRADSHAW, suffered injuries of a personal and pecuniary nature, including, but not limited to, medical expenses, lost wages, damage to property, pain and suffering, physical and emotional trauma, and other damages recoverable under Indiana law.

267. Plaintiffs seek to recover all damages entitled to them by law, including all damages available in the Indiana Model Civil Jury Instructions 703.

WHEREFORE, the Plaintiffs, BRADLEY BRADSHAW and LUCAS BRADSHAW pray for judgment against the AMAZON DEFENDANTS, in an amount to fully compensate them for all injuries and damages they suffered, costs, and for all other just and proper relief.

COUNT 7 – NEGLIGENT SELECTION AND RETENTION – AMAZON DEFENDANTS

268. Plaintiffs restate and reallege each and every allegation contained in Paragraphs 1 through 205 as though they are fully and completely alleged herein.

269. It was the duty of the AMAZON DEFENDANTS to exercise reasonable care in the selection, qualification, authorization, supervision, monitoring, investigation, retention, and continued use of motor carriers and drivers transporting Amazon freight through Amazon Relay, and to ensure that such carriers and drivers were fit to safely transport freight on public roadways and complied with applicable federal and state laws, regulations, and industry standards.

270. Notwithstanding said duty, the AMAZON DEFENDANTS were guilty of one or more of the following careless and negligent acts or omissions:

- a. Failed to adequately investigate ELITE COURIER'S safety history, qualifications, operating history, hiring practices, safety-management controls, and fitness to transport Amazon freight;
- b. Failed to adequately investigate AKISON'S background, driving history, safety history, criminal history, qualifications, and fitness to operate commercial motor vehicles;

- c. Authorized, approved, and/or permitted ELITE COURIER to transport Amazon freight despite information indicating that ELITE COURIER presented an unreasonable and foreseeable risk of harm to the motoring public;
- d. Authorized, approved, and/or permitted AKISON to transport Amazon freight despite information indicating that he presented an unreasonable and foreseeable risk of harm to the motoring public;
- e. Failed to adequately monitor, investigate, evaluate, and respond to safety-related information concerning ELITE COURIER and AKISON;
- f. Retained and continued utilizing ELITE COURIER and AKISON to transport Amazon freight despite information demonstrating, or which should have demonstrated, that they presented an unreasonable and foreseeable risk of harm to the motoring public;
- g. Failed to suspend, restrict, disqualify, terminate, remove, or otherwise revoke ELITE COURIER'S and/or AKISON'S eligibility to transport Amazon freight through Amazon Relay when it knew or should have known that they presented an unreasonable risk of harm to the motoring public;
- h. Failed to maintain and enforce reasonable carrier-selection, carrier-monitoring, driver-monitoring, qualification, supervision, and safety-management procedures;
- i. Failed to ensure that carriers and drivers transporting Amazon freight through Amazon Relay complied with applicable federal and state safety laws, regulations, and industry standards, including hours-of-service requirements; and/or
- j. Were otherwise careless and negligent.

271. As a direct and proximate result of the AMAZON DEFENDANTS' negligent selection, authorization, supervision, monitoring, retention, and continued use of ELITE COURIER and AKISON, ELITE COURIER and AKISON continued transporting Amazon freight despite the warning signs and safety concerns described herein.

272. As a direct and proximate result of one or more of the aforesaid careless and negligent acts or omissions of the AMAZON DEFENDANTS, Defendant SHAWN AKISON was permitted to continue transporting Amazon freight through Amazon Relay and, while doing so, collided with the rear of the vehicle occupied by Plaintiffs BRADLEY BRADSHAW and LUCAS BRADSHAW.

273. As a direct and proximate result of the aforesaid careless and negligent acts or omissions of the AMAZON DEFENDANTS, and the resulting collision caused

by Defendant SHAWN AKISON, Plaintiffs BRADLEY BRADSHAW and LUCAS BRADSHAW suffered severe and permanent injuries of a personal and pecuniary nature, including, but not limited to, disability, disfigurement, pain and suffering, emotional distress, loss of a normal life, medical expenses, lost earnings, lost earning capacity, property damage, and other damages recoverable under Indiana law.

274. Plaintiffs seek to recover all damages entitled to them by law, including all damages available in the Indiana Model Civil Jury Instructions 703.

WHEREFORE, the Plaintiffs, BRADLEY BRADSHAW and LUCAS BRADSHAW pray for judgment against the AMAZON DEFENDANTS, in an amount to fully compensate them for all injuries and damages they suffered, costs, and for all other just and proper relief.

COUNT 8 – JOINT VENTURE/COMMON ENTERPRISE – ELITE COURIER AND AMAZON DEFENDANTS

275. Plaintiffs restate and reallege each and every allegation contained in Paragraphs 1 through 205 as though they are fully and completely alleged herein.

276. At all times material hereto, the AMAZON DEFENDANTS and ELITE COURIER acted together in a common enterprise and joint undertaking for their mutual commercial benefit involving the transportation of Amazon freight through Amazon Relay.

277. The common undertaking included the transportation of freight in interstate commerce, including the transportation of the load involved in the occurrence made the basis of this lawsuit through the State of Indiana on May 8, 2025.

278. The transportation of the subject load on May 8, 2025 was undertaken for the mutual benefit of the AMAZON DEFENDANTS and ELITE COURIER and within the scope of their common enterprise and joint undertaking.

279. In pursuing the common enterprise and joint undertaking, the AMAZON DEFENDANTS and ELITE COURIER combined and coordinated resources, including financial resources, logistics infrastructure, transportation services, motor-carrier authority, labor, proprietary technology, applications, software, operational support, equipment, data systems, and other resources necessary to transport Amazon freight.

280. The AMAZON DEFENDANTS supplied freight, logistics infrastructure, Amazon Relay, proprietary technology, delivery requirements, performance standards, monitoring systems, and compensation for the transportation services, while ELITE COURIER supplied motor-carrier authority, commercial transportation services, drivers, labor, and equipment necessary to transport Amazon freight.

281. The AMAZON DEFENDANTS and ELITE COURIER shared a common business objective of transporting and delivering Amazon freight in a manner intended to maximize revenue, efficiency, profitability, and customer satisfaction.

282. The AMAZON DEFENDANTS and ELITE COURIER exercised joint or overlapping control over material aspects of the transportation operation and retained the authority to direct, supervise, monitor, and control aspects of the transportation of Amazon freight.

283. The AMAZON DEFENDANTS and ELITE COURIER each possessed an interest in the successful completion of the transportation operation involved in the occurrence made the basis of this lawsuit and each derived financial and commercial benefits from that operation.

284. Upon information and belief, the AMAZON DEFENDANTS and ELITE COURIER shared in the financial benefits generated through the transportation and delivery of Amazon freight and bore financial risks associated with those operations.

285. At all relevant times, Defendant SHAWN AKISON acted within the

course and scope of the common enterprise and joint undertaking described herein and furthered its objectives by transporting Amazon freight on May 8, 2025.

286. Accordingly, the AMAZON DEFENDANTS and ELITE COURIER are jointly and severally liable for the acts and omissions committed within the scope of the joint venture and common enterprise.

287. The negligence, recklessness, and/or vicarious liability of one or more of the AMAZON DEFENDANTS, ELITE COURIER, and/or AKISON directly and proximately caused or contributed to cause the subject collision and the injuries sustained by Plaintiffs.

288. As a direct and proximate result thereof, Plaintiffs suffered the injuries and damages alleged herein.

289. Plaintiffs seek to recover all damages entitled to them by law, including all damages available in the Indiana Model Civil Jury Instructions 703.

WHEREFORE, the Plaintiffs, BRADLEY BRADSHAW and LUCAS BRADSHAW pray for judgment against the AMAZON DEFENDANTS and ELITE COURIER, jointly and severally, in an amount to fully compensate them for all injuries and damages they suffered, costs, and for all other just and proper relief.

COUNT 9 – AMAZON DEFENDANTS AS MOTOR CARRIER

290. Plaintiffs restate and reallege each and every allegation contained in Paragraphs 1 through 205 as though they are fully and completely alleged herein.

291. At all relevant times, the AMAZON DEFENDANTS operated a nationwide transportation and logistics network designed to transport goods from manufacturers, retailers, fulfillment centers, warehouses, and distribution centers to customers throughout the United States.

292. At all relevant times, the AMAZON DEFENDANTS utilized Amazon

Relay as an integral component of that transportation network.

293. Through Amazon Relay, the AMAZON DEFENDANTS controlled, directed, monitored, coordinated, and managed material aspects of the transportation of Amazon freight, including carrier participation, driver participation, driver identity verification, load assignment, communications, delivery requirements, performance standards, eligibility determinations, and transportation-related data.

294. The AMAZON DEFENDANTS retained authority to determine which carriers and drivers were eligible to transport Amazon freight and retained authority to suspend, restrict, investigate, audit, terminate, or otherwise revoke such eligibility.

295. The AMAZON DEFENDANTS required participating carriers and drivers to utilize Amazon Relay and related Amazon technology in connection with the transportation of Amazon freight.

296. The AMAZON DEFENDANTS communicated directly with drivers transporting Amazon freight and monitored driver and carrier performance through Amazon Relay.

297. The AMAZON DEFENDANTS established delivery requirements, performance standards, timing requirements, and operational requirements applicable to the transportation of Amazon freight.

298. The AMAZON DEFENDANTS exercised substantial control over material aspects of the transportation operation involved in the occurrence made the basis of this lawsuit.

299. At all relevant times, the AMAZON DEFENDANTS held themselves out to shippers, customers, carriers, drivers, and the public as providing transportation services and delivering freight through their transportation and logistics network.

300. At all relevant times, the AMAZON DEFENDANTS functioned as, acted

as, and/or held themselves out as the motor carrier responsible for the transportation of the Amazon freight involved in the subject collision.

301. Accordingly, the AMAZON DEFENDANTS owed duties to members of the motoring public, including Plaintiffs, to exercise reasonable care in the transportation of the subject freight and in the selection, authorization, supervision, monitoring, retention, and continued use of carriers and drivers transporting Amazon freight.

302. Notwithstanding those duties, the AMAZON DEFENDANTS were guilty of one or more of the following careless and negligent acts or omissions:

- a. Permitted ELITE COURIER to transport Amazon freight despite information indicating that ELITE COURIER presented an unreasonable and foreseeable risk of harm to the motoring public;
- b. Permitted AKISON to transport Amazon freight despite information indicating that AKISON presented an unreasonable and foreseeable risk of harm to the motoring public;
- c. Failed to adequately investigate, monitor, supervise, evaluate, and respond to safety-related information concerning ELITE COURIER and AKISON;
- d. Failed to suspend, restrict, remove, terminate, or otherwise revoke ELITE COURIER'S and/or AKISON'S eligibility to transport Amazon freight despite information demonstrating, or which should have demonstrated, that they presented an unreasonable risk of harm to the motoring public;
- e. Failed to exercise reasonable care in the operation and management of the transportation operation involved in the occurrence made the basis of this lawsuit; and/or
- f. Were otherwise careless and negligent.

303. As a direct and proximate result of one or more of the aforesaid careless and negligent acts or omissions, Defendant SHAWN AKISON continued transporting Amazon freight and collided with the rear of the vehicle occupied by Plaintiffs BRADLEY BRADSHAW and LUCAS BRADSHAW.

304. As a direct and proximate result of the aforesaid, Plaintiffs BRADLEY BRADSHAW and LUCAS BRADSHAW suffered severe and permanent injuries and damages as alleged herein.

305. Plaintiffs seek to recover all damages entitled to them by law, including

all damages available in the Indiana Model Civil Jury Instructions 703.

WHEREFORE, the Plaintiffs, BRADLEY BRADSHAW and LUCAS BRADSHAW pray for judgment against the AMAZON DEFENDANTS in an amount to fully compensate them for all injuries and damages they suffered, costs, and for all other just and proper relief.

COUNT 10 – PUNITIVE DAMAGES – AMAZON DEFENDANTS

306. Plaintiffs restate and reallege each and every allegation contained in Paragraphs 1 through 205 as though they are fully and completely alleged herein.

307. Prior to the occurrence, the AMAZON DEFENDANTS knew of ELITE COURIER'S unrated safety status, operating history, qualification practices, and other safety-related information concerning ELITE COURIER'S fitness to transport Amazon freight.

308. Prior to the occurrence, the AMAZON DEFENDANTS knew of AKISON'S driving history, including repeated license-related offenses, speeding violations, distracted-driving violations, crash-related violations, and other safety-related incidents.

309. Prior to the occurrence, the AMAZON DEFENDANTS knew or should have known that, on January 23, 2025, AKISON was operating a commercial box truck in such a manner that multiple motorists reported that he was driving erratically and unable to maintain his lane of travel.

310. Prior to the occurrence, the AMAZON DEFENDANTS knew or should have known that, on January 23, 2025, law enforcement observed AKISON operating a commercial vehicle in an unsafe manner, initiated a traffic stop, discovered heroin in the vehicle being operated by AKISON, and arrested him.

311. Prior to the occurrence, the AMAZON DEFENDANTS knew or should

have known that, as a result of the January 23, 2025 incident, AKISON was charged in Lake County, Indiana with Possession of a Narcotic Drug.

312. Prior to the occurrence, the AMAZON DEFENDANTS knew or should have known that the January 23, 2025 incident resulted in AKISON'S arrest, incarceration, and the commercial vehicle he was operating being left on the shoulder of Interstate 65 and tagged as abandoned by law enforcement.

313. On or about April 17, 2025, approximately three weeks before the subject collision, AKISON received deferred prosecution on the Lake County, Indiana charges arising from the January 23, 2025 commercial vehicle narcotics incident.

314. At all relevant times, the AMAZON DEFENDANTS retained authority to determine whether ELITE COURIER and AKISON were eligible to transport Amazon freight through Amazon Relay and retained authority to suspend, restrict, investigate, audit, terminate, remove, or otherwise revoke such eligibility.

315. Despite the foregoing information and warning signs, the AMAZON DEFENDANTS continued to authorize, approve, monitor, retain, utilize, and permit ELITE COURIER and AKISON to transport Amazon freight through Amazon Relay, including the Amazon freight involved in the subject collision.

316. Despite possessing the authority to suspend, restrict, remove, terminate, or otherwise revoke ELITE COURIER'S and AKISON'S eligibility to transport Amazon freight, the AMAZON DEFENDANTS consciously chose to continue utilizing ELITE COURIER and AKISON within Amazon Relay.

317. The AMAZON DEFENDANTS consciously disregarded a known and substantial risk of harm to the motoring public by continuing to authorize, retain, monitor, utilize, and permit ELITE COURIER and AKISON to transport Amazon freight.

318. The AMAZON DEFENDANTS' conduct demonstrated a conscious and reckless disregard for the safety of others and was not the result of mistake, inadvertence, ordinary negligence, or an error in judgment.

319. The foregoing conduct was willful, wanton, and in reckless disregard of the consequences to Plaintiffs and others using the roadway.

320. As a direct and proximate result of the AMAZON DEFENDANTS' willful, wanton, and reckless conduct, AKISON continued transporting Amazon freight, caused the subject collision, and inflicted the catastrophic injuries and damages sustained by Plaintiffs.

321. Plaintiffs seek punitive damages against the AMAZON DEFENDANTS as permitted by Indiana law.

WHEREFORE, the Plaintiffs, BRADLEY BRADSHAW and LUCAS BRADSHAW pray for judgment against the AMAZON DEFENDANTS and request relief for reasonable punitive damages suffered as a result of the AMAZON DEFENDANTS' willful, wanton, and reckless conduct, and for all other just and proper relief.

COUNT 11 – NEGLIGENT ENTRUSTMENT – ENTERPRISE LEASING COMPANY OF CHICAGO, LLC

322. Plaintiffs restate and reallege each and every allegation contained in Paragraphs 1 through 205 as though they are fully and completely alleged herein.

323. ENTERPRISE entrusted and gave permission to ELITE COURIER and AKISON to operate the box truck on May 8, 2025.

324. ENTERPRISE knew or should have known that allowing AKISON to operate the box truck created an unreasonable and foreseeable risk of harm to members of the motoring public.

325. Based upon AKISON'S driving history, license-related violations, moving

violations, crash-related violations, safety-related incidents, and history of controlled-substance use, ENTERPRISE knew or should have known that AKISON was incapable of exercising due care and safely operating the box truck at the time ENTERPRISE permitted its use.

326. ENTERPRISE allowed the box truck to become a dangerous instrumentality because it was operated by AKISON, an incompetent, unfit, inexperienced, and reckless driver.

327. ENTERPRISE failed to exercise reasonable care in determining whether the individuals authorized to operate the box truck were competent, qualified, licensed, and fit to safely operate the vehicle on public roadways.

328. ENTERPRISE negligently entrusted the box truck to ELITE COURIER and/or AKISON when it knew or should have known that AKISON was an incompetent, reckless, and unfit driver.

329. As a direct and proximate result of Defendant ENTERPRISE' negligent entrustment of the box truck to ELITE COURIER and/or AKISON, AKISON was permitted to operate the box truck involved in the subject collision and, while doing so, collided with the rear of the vehicle occupied by Plaintiffs, BRADLEY BRADSHAW and LUCAS BRADSHAW.

330. As a direct and proximate result of the aforesaid careless and negligent acts or omissions of Defendant ENTERPRISE, including its negligent entrustment of the box truck to ELITE COURIER and/or AKISON, and the resulting collision caused by Defendant SHAWN AKISON, Plaintiffs BRADLEY BRADSHAW and LUCAS BRADSHAW suffered severe and permanent injuries of a personal and pecuniary nature, including, but not limited to, medical expenses, lost wages, damage to property, pain and suffering, physical and emotional trauma, and other damages recoverable

under Indiana law.

331. Plaintiffs seek to recover all damages entitled to them by law, including all damages available in the Indiana Model Civil Jury Instructions 703.

WHEREFORE, the Plaintiffs, BRADLEY BRADSHAW and LUCAS BRADSHAW pray for judgment against ENTERPRISE in an amount to fully compensate them for all injuries and damages they suffered, costs, and for all other just and proper relief.

COUNT 12 – NEGLIGENCE – ST. JOSEPH COUNTY

332. Plaintiffs restate and reallege each and every allegation contained in Paragraphs 1 through 205 as though they are fully and completely alleged herein.

333. Plaintiffs served ST. JOSEPH COUNTY, Indiana with a Tort Claims Notice as required by Indiana law.

334. Prior to the occurrence, ST. JOSEPH COUNTY law enforcement received reports from motorists that AKISON was operating a commercial motor vehicle in an erratic and dangerous manner, including swerving, failing to maintain his lane of travel, and nearly striking other vehicles.

335. After receiving those reports, ST. JOSEPH COUNTY law enforcement personally observed AKISON operating the commercial motor vehicle in an erratic and dangerous manner consistent with the reports they had received.

336. Based upon the reports from motorists and their own observations, ST. JOSEPH COUNTY law enforcement knew that AKISON posed an immediate and substantial danger to the motoring public.

337. After receiving the reports and personally observing AKISON'S driving behavior, ST. JOSEPH COUNTY law enforcement attempted to conduct a traffic stop of AKISON.

338. Despite the attempted traffic stop, AKISON continued operating the commercial motor vehicle at a high rate of speed.

339. ST. JOSEPH COUNTY law enforcement knew that AKISON was operating a commercial motor vehicle and that his continued operation of that vehicle in an erratic and dangerous manner created a significant risk of catastrophic injury to the public.

340. ST. JOSEPH COUNTY law enforcement ultimately terminated its attempt to stop AKISON at or near the ST. JOSEPH COUNTY line.

341. At the time ST. JOSEPH COUNTY law enforcement terminated its efforts to stop AKISON, it knew that AKISON remained at large, continued operating the commercial motor vehicle, and continued to pose an immediate danger to the motoring public.

342. At the time ST. JOSEPH COUNTY law enforcement terminated its efforts to stop AKISON, it knew that AKISON's dangerous driving would continue after termination of the pursuit.

343. At the time ST. JOSEPH COUNTY law enforcement terminated its efforts to stop AKISON, it knew that La Porte County law enforcement was unaware of the danger AKISON posed to the motoring public.

344. At the time ST. JOSEPH COUNTY law enforcement terminated its efforts to stop AKISON, it had the means and opportunity to communicate with La Porte County law enforcement through radio, telephone, or other standard law enforcement communication systems.

345. Despite actual knowledge of the ongoing danger AKISON posed to the motoring public, and the means and opportunity to communicate that danger to La Porte County law enforcement, ST. JOSEPH COUNTY law enforcement failed to

communicate timely and adequate information concerning AKISON, his vehicle, his driving behavior, and the danger he presented to La Porte County law enforcement and/or other responding law-enforcement agencies.

346. Despite that knowledge, ST. JOSEPH COUNTY law enforcement failed to provide timely warning of the ongoing danger posed by AKISON and the commercial motor vehicle he was operating.

347. La Porte County dispatch records reflect that "LP CO WAS NOT NOTIFIED OF PURSUIT WITH ST JOE."

348. ST. JOSEPH COUNTY's failure to alert La Porte County law enforcement was not required by any policy, procedure, or direction of ST. JOSEPH COUNTY law enforcement.

349. As a result of ST. JOSEPH COUNTY's failure, no La Porte County law-enforcement officers were positioned to intercept AKISON, coordinate a response, monitor his movements, or otherwise take action in response to the danger known to ST. JOSEPH COUNTY law enforcement.

350. As a result of ST. JOSEPH COUNTY's failure, AKISON continued to operate the vehicle in a dangerous and erratic manner in La Porte County.

351. Had ST. JOSEPH COUNTY alerted La Porte County of AKISON's dangerous and erratic driving, La Porte County law enforcement would have had the opportunity to locate, intercept, apprehend, or otherwise stop AKISON before the subject collision occurred.

352. Had ST. JOSEPH COUNTY alerted La Porte County of AKISON's dangerous and erratic driving, La Porte County law enforcement would have had the opportunity to warn other motorists, close roads, deploy traffic control measures, or take other actions to protect the public from AKISON.

353. ST. JOSEPH COUNTY law enforcement owed a duty of reasonable care to Plaintiffs and other members of the motoring public to act reasonably to protect them from known and foreseeable dangers created by fleeing suspects.

354. ST. JOSEPH COUNTY's duty of reasonable care included a duty to alert neighboring law enforcement agencies of known, ongoing, and immediate dangers to the public posed by fleeing suspects who cross jurisdictional boundaries while continuing to operate vehicles in a dangerous and erratic manner.

355. This duty arose from ST. JOSEPH COUNTY's voluntary assumption of a duty to protect the public by initiating a pursuit of AKISON, its actual knowledge of the specific and immediate danger AKISON posed, its actual knowledge that La Porte County law enforcement was unaware of that danger, and its ability to communicate that danger to La Porte County law enforcement.

356. This duty was a private duty owed to individual members of the motoring public, including Plaintiffs, who were foreseeably endangered by AKISON's continued dangerous and erratic driving.

357. ST. JOSEPH COUNTY was negligent in one or more of the following respects:

- a. Failed to timely communicate information concerning AKISON to La Porte County law enforcement;
- b. Failed to timely communicate information concerning the commercial motor vehicle being operated by AKISON;
- c. Failed to communicate information concerning AKISON'S erratic and dangerous driving behavior;
- d. Failed to communicate information concerning the danger AKISON posed to the motoring public;
- e. Failed to coordinate with neighboring law-enforcement agencies regarding a known and ongoing public-safety threat;
- f. Failed to provide reasonable warning of a known and ongoing danger; and/or
- g. Was otherwise careless and negligent.

358. ST. JOSEPH COUNTY's failure to alert La Porte County law enforcement

was not the enforcement of a law.

359. ST. JOSEPH COUNTY's failure to alert La Porte County law enforcement created a foreseeable and unreasonable risk of harm to Plaintiffs and other members of the motoring public.

360. ST. JOSEPH COUNTY's failure to alert La Porte County law enforcement involved no element of judgment, discretion, or policy choice, but rather a simple ministerial or operational act of communication.

361. As a direct and proximate result of the aforesaid careless and negligent acts or omissions of ST. JOSEPH COUNTY, AKISON continued operating the commercial motor vehicle and subsequently collided with the vehicle occupied by the Plaintiffs, BRADLEY BRADSHAW and LUCAS BRADSHAW.

362. As a direct and proximate result of the aforesaid, Plaintiffs BRADLEY BRADSHAW and LUCAS BRADSHAW suffered severe and permanent injuries of a personal and pecuniary nature, including, but not limited to, medical expenses, lost wages, damage to property, pain and suffering, physical and emotional trauma, and other damages recoverable under Indiana law.

363. Plaintiffs seek to recover all damages entitled to them by law, including all damages available in the Indiana Model Civil Jury Instructions 703.

WHEREFORE, the Plaintiffs, BRADLEY BRADSHAW and LUCAS BRADSHAW pray for judgment against ST. JOSEPH COUNTY in an amount to fully compensate them for all injuries and damages they suffered, costs, and for all other just and proper relief.

COUNT 13 – WILLFUL AND WANTON – ST. JOSEPH COUNTY

364. Plaintiffs restate and reallege each and every allegation contained in Paragraphs 1 through 205 as though they are fully and completely alleged herein.

365. Plaintiffs served ST. JOSEPH COUNTY, Indiana with a Tort Claims Notice as required by Indiana law.

366. Prior to the occurrence, ST. JOSEPH COUNTY law enforcement received reports from motorists that AKISON was operating a commercial motor vehicle in an erratic and dangerous manner, including swerving, failing to maintain his lane of travel, and nearly striking other vehicles.

367. After receiving those reports, ST. JOSEPH COUNTY law enforcement personally observed AKISON operating the commercial motor vehicle in an erratic and dangerous manner consistent with the reports they had received.

368. Based upon the reports from motorists and their own observations, ST. JOSEPH COUNTY law enforcement knew that AKISON posed an immediate and substantial danger to the motoring public.

369. After receiving the reports and personally observing AKISON'S driving behavior, ST. JOSEPH COUNTY law enforcement attempted to conduct a traffic stop of AKISON.

370. Despite the attempted traffic stop, AKISON continued operating the commercial motor vehicle at a high rate of speed.

371. ST. JOSEPH COUNTY law enforcement knew that AKISON was operating a commercial motor vehicle and that his continued operation of that vehicle in an erratic and dangerous manner created a significant risk of catastrophic injury to the public.

372. ST. JOSEPH COUNTY law enforcement ultimately terminated its attempt to stop AKISON at or near the ST. JOSEPH COUNTY line.

373. At the time ST. JOSEPH COUNTY law enforcement terminated its efforts to stop AKISON, it knew that AKISON remained at large, continued operating the

commercial motor vehicle, and continued to pose an immediate danger to the motoring public.

374. At the time ST. JOSEPH COUNTY law enforcement terminated its efforts to stop AKISON, it knew that AKISON's dangerous driving would continue after termination of the pursuit.

375. At the time ST. JOSEPH COUNTY law enforcement terminated its efforts to stop AKISON, it knew that La Porte County law enforcement was unaware of the danger AKISON posed to the motoring public.

376. At the time ST. JOSEPH COUNTY law enforcement terminated its efforts to stop AKISON, it had the means and opportunity to communicate with La Porte County law enforcement through radio, telephone, or other standard law enforcement communication systems.

377. Despite actual knowledge of the ongoing danger AKISON posed to the motoring public, and the means and opportunity to communicate that danger to La Porte County law enforcement, ST. JOSEPH COUNTY law enforcement failed to communicate timely and adequate information concerning AKISON, his vehicle, his driving behavior, and the danger he presented to La Porte County law enforcement and/or other responding law-enforcement agencies.

378. Despite that knowledge, ST. JOSEPH COUNTY law enforcement failed to provide timely warning of the ongoing danger posed by AKISON and the commercial motor vehicle he was operating.

379. Despite that knowledge, ST. JOSEPH COUNTY law enforcement consciously and intentionally failed to alert La Porte County law enforcement of AKISON.

380. ST. JOSEPH COUNTY's failure to alert La Porte County was not mere

inadvertence or negligence, but a conscious choice to do nothing in the face of a known and immediate danger to the motoring public.

381. La Porte County dispatch records reflect that "LP CO WAS NOT NOTIFIED OF PURSUIT WITH ST JOE."

382. ST. JOSEPH COUNTY's failure to alert La Porte County law enforcement was not required by any policy, procedure, or direction of ST. JOSEPH COUNTY law enforcement.

383. As a result of ST. JOSEPH COUNTY's failure, no La Porte County law-enforcement officers were positioned to intercept AKISON, coordinate a response, monitor his movements, or otherwise take action in response to the danger known to ST. JOSEPH COUNTY law enforcement.

384. As a result of ST. JOSEPH COUNTY's failure, AKISON continued to operate the vehicle in a dangerous and erratic manner in La Porte County.

385. Had ST. JOSEPH COUNTY alerted La Porte County of AKISON's dangerous and erratic driving, La Porte County law enforcement would have had the opportunity to locate, intercept, apprehend, or otherwise stop AKISON before the subject collision occurred.

386. Had ST. JOSEPH COUNTY alerted La Porte County of AKISON's dangerous and erratic driving, La Porte County law enforcement would have had the opportunity to warn other motorists, close roads, deploy traffic control measures, or take other actions to protect the public from AKISON.

387. ST. JOSEPH COUNTY law enforcement owed a duty of reasonable care to Plaintiffs and other members of the motoring public to act reasonably to protect them from known and foreseeable dangers created by fleeing suspects.

388. ST. JOSEPH COUNTY's duty of reasonable care included a duty to alert

neighboring law enforcement agencies of known, ongoing, and immediate dangers to the public posed by fleeing suspects who cross jurisdictional boundaries while continuing to operate vehicles in a dangerous and erratic manner.

389. This duty arose from ST. JOSEPH COUNTY's voluntary assumption of a duty to protect the public by initiating a pursuit of AKISON, its actual knowledge of the specific and immediate danger AKISON posed, its actual knowledge that La Porte County law enforcement was unaware of that danger, and its ability to communicate that danger to La Porte County law enforcement.

390. This duty was a private duty owed to individual members of the motoring public, including Plaintiffs, who were foreseeably endangered by AKISON's continued dangerous and erratic driving.

391. ST. JOSEPH COUNTY was willful and wanton in one or more of the following respects:

- a. Failed to timely communicate information concerning AKISON to La Porte County law enforcement;
- b. Failed to timely communicate information concerning the commercial motor vehicle being operated by AKISON;
- c. Failed to communicate information concerning AKISON'S erratic and dangerous driving behavior;
- d. Failed to communicate information concerning the danger AKISON posed to the motoring public;
- e. Failed to coordinate with neighboring law-enforcement agencies regarding a known and ongoing public-safety threat; and/or
- f. Failed to provide reasonable warning of a known and ongoing danger.

392. ST. JOSEPH COUNTY's failure to alert La Porte County law enforcement was not the enforcement of a law.

393. ST. JOSEPH COUNTY's failure to alert La Porte County law enforcement created a foreseeable and unreasonable risk of harm to Plaintiffs and other members of the motoring public.

394. ST. JOSEPH COUNTY's failure to alert La Porte County law enforcement

involved no element of judgment, discretion, or policy choice, but rather a simple ministerial or operational act of communication.

395. As a direct and proximate result of the aforesaid careless and negligent acts or omissions of ST. JOSEPH COUNTY, AKISON continued operating the commercial motor vehicle and subsequently collided with the vehicle occupied by the Plaintiffs, BRADLEY BRADSHAW and LUCAS BRADSHAW.

396. As a direct and proximate result of the aforesaid, Plaintiffs BRADLEY BRADSHAW and LUCAS BRADSHAW suffered severe and permanent injuries of a personal and pecuniary nature, including, but not limited to, medical expenses, lost wages, damage to property, pain and suffering, physical and emotional trauma, and other damages recoverable under Indiana law.

397. Plaintiffs seek to recover all damages entitled to them by law, including all damages available in the Indiana Model Civil Jury Instructions 703.

WHEREFORE, the Plaintiffs, BRADLEY BRADSHAW and LUCAS BRADSHAW pray for judgment against ST. JOSEPH COUNTY in an amount to fully compensate them for all injuries and damages they suffered, costs, and for all other just and proper relief.

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Jury Demand

Plaintiffs, by counsel, demand trial by jury.

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