

**IN THE COMMON PLEAS COURT OF FRANKLIN COUNTY, OHIO  
CIVIL DIVISION**

**PEDRO ORTIZ**

412 Shiloh Drive, Unit 705  
Laredo, TX 78045

Plaintiff

v.

**AMAZON LOGISTICS, INC.**

c/o Corporation Service Company,  
Statutory Agent  
1160 Dublin Road, Suite 400  
Columbus, Ohio 43215

and

**PRIME TIME CARRIERS, LLC**

**nka PRECISION HAUL, LLC**  
c/o Abass Bokhsan, Statutory Agent  
4449 Easton Way, Suite 2064  
Columbus, Ohio 43219

and

**HERI ABDULRAHMAN**

2484 Goldengate Square, Unit M  
Columbus, Ohio 43224

Defendants

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Case No. \_\_\_\_\_

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Judge

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**COMPLAINT WITH JURY  
DEMAND ENDORSED HEREON**

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Now comes Plaintiff Pedro D. Ortiz (also referred to as “Plaintiff” or “Ortiz”), by and through counsel, and for his Complaint states as follows:

**PARTIES**

1. Plaintiff, PEDRO D. ORTIZ, is an individual residing in Laredo (Webb County), Texas.

2. Defendant, HERI ABDULRAHMAN, is an individual residing in Columbus, Franklin County, Ohio.

3. Defendant, PRIME TIME CARRIERS LLC nka PRECISION HAUL, LLC (“PRIME TIME CARRIERS”), is an Ohio limited liability company duly licensed to conduct business in the State of Ohio, with its principal place of business in Ohio,

4. Defendant, AMAZON LOGISTICS, INC., is a foreign for-profit corporation authorized to do business in Ohio.

### **JURISDICTION AND VENUE**

5. The subject matter in controversy is within the jurisdictional limits of this court.

6. Plaintiff seeks monetary relief in excess of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00).

7. This court has jurisdiction over the parties because Defendants have continuous systematic contact within the State of Ohio and at least one Defendant is a resident of Columbus, Franklin County, Ohio.

8. Venue is proper in Franklin County, Ohio, under Ohio Civil Rule 3(B)(3) because Defendant HERI ABDULRAHMAN resides in Franklin County.

### **FACTS**

9. On or about June 12, 2024, Plaintiff PEDRO D. ORTIZ was lawfully operating his commercial vehicle on I-70 Eastbound near Mile Marker 133 in Henry County, Indiana.

10. At this same time and place, Defendant HERI ABDULRAHMAN, while in the course and scope of his employment with Defendants PRIME TIME CARRIERS LLC and AMAZON LOGISTICS, INC., negligently operated his vehicle, causing a rear-end collision with Plaintiff's vehicle.

11. As a direct and proximate result of Defendants' negligence, Plaintiff sustained severe injuries, incurred medical expenses, lost wages, and endured physical and mental pain and suffering.

**Count One:**  
**PLAINTIFF'S CLAIM OF**  
**NEGLIGENCE AGAINST HERI ABDULRAHMAN**

12. Defendant HERI ABDULRAHMAN had a duty to exercise the degree of care that a reasonably careful person would use to avoid harm to others under circumstances similar to those described herein.

13. Plaintiff's injuries were proximately caused by Defendant HERI ABDULRAHMAN negligent, careless, and reckless disregard of said duty.

14. The negligent, careless, and reckless disregard of duty of Defendant HERI ABDULRAHMAN consisted of, but is not limited to, failing to keep a proper lookout for Plaintiff's vehicle that would have been maintained by a person of ordinary prudence under the same or similar circumstances; failing to turn his motor vehicle in an effort to avoid the collision complained of herein; and, failing to apply the brakes to his motor vehicle in a timely and prudent manner and/or wholly failed to apply the brakes in order to avoid the collision in question.

15. As a direct and proximate result of the occurrence made the basis of this lawsuit, Plaintiff, PEDRO D. ORTIZ, was caused to suffer serious bodily injuries as well as past pain and suffering and is expected to suffer pain and suffering in the future.

16. As a direct and proximate result of the occurrence that made the basis of this lawsuit, Plaintiff, PEDRO D. ORTIZ incurred reasonable medical expenses and is expected to incur additional medical expenses in the future.

17. As a direct and proximate result of the occurrence made the basis of this lawsuit, Plaintiff, PEDRO D. ORTIZ, suffered past physical impairment and mental anguish and is expected to suffer future physical impairment and mental anguish.

18. As a direct and proximate result of the occurrence made the basis of this lawsuit, Plaintiff, PEDRO D. ORTIZ, suffered loss of wages and earning capacity and is expected to suffer future loss of wages and earning capacity.

**Count Two:**  
**PLAINTIFF'S CLAIM OF**  
**NEGLIGENCE PER SE AGAINST HERI ABDULRAHMAN**

19. Plaintiff restates and realleges the preceding allegations of the Complaint as if fully re-written herein.

20. At all times relevant herein, Defendant, HERI ABDULRAHMAN, owed a duty to the driving public, including but not limited to, Plaintiff, PEDRO ORTIZ, under Ohio Revised Code ("R.C.") 4511.21(A) (and/or its Indiana equivalent found at Indiana Code ("I.C.") § 9-21-5-1) to maintain an assured clear distance between himself in the vehicle he is operating and any vehicle in front of him.

21. On or about June 12, 2024, Defendant, HERI ABDULRAHMAN, breached his statutory duty to Plaintiff under R.C. 4511.21(A) and/or I.C. § 9-21-5-1 when he failed to maintain an assured clear distance causing him to strike the rear of Plaintiff's vehicle.

22. Said breach of statutory duty of Defendant, HERI ABDURAHMAN, actually and proximately caused the damages sustained by Plaintiff and constituted negligence *per se*.

23. Further, Defendant, HERI ABDULRAHMAN, owed a duty to the driving public, including but not limited to, Plaintiff, PEDRO ORTIZ, under R.C 4511.20 (and/or its Indiana

equivalent found at I.C. § 9-21-8-52) to refrain from operating his vehicle in willful or wanton disregard for the safety of others.

24. On or about June 12, 2024, Defendant, HERI ABDULRAHMAN, breached his statutory duty to Plaintiff under R.C. 4511.20 and/or I.C. § 9-21-8-52 when he operated his vehicle in willful and wanton disregard for the safety of others when he caused a vehicle crash with Plaintiff.

25. Said breach of statutory duty of Defendant, HERI ABDURAHMAN, actually and proximately caused the damages sustained by Plaintiff and constituted negligence *per se*.

26. Further, Defendant, HERI ABDULRAHMAN, owed a duty to the driving public, including but not limited to, Plaintiff, PEDRO ORTIZ, under R.C 4511.34 (and/or its Indiana equivalent found at I.C. § 9-21-8-14) to refrain from following another vehicle more closely than is reasonable or prudent, considering the speed of his and Plaintiff's vehicles as well as the traffic and road conditions.

27. On or about June 12, 2024, Defendant, HERI ABDULRAHMAN, breached his statutory duty to Plaintiff under R.C. 4511.34 and/or I.C. § 9-21-8-14 when he failed to consider the speed of his and Plaintiff's vehicle or traffic and road conditions, and caused a crash with Plaintiff's vehicle.

28. Said breach of statutory duty of Defendant, HERI ABDURAHMAN, actually and proximately caused the damages sustained by Plaintiff and constituted negligence *per se*.

29. As a direct and proximate result of the negligence *per se* of Defendant HERI ABDURAHMAN, Plaintiff suffered injuries and damages as set forth herein.

**Count Three:**  
**AGENCY AND RESPONDEAT SUPERIOR**

30. Plaintiff restates and realleges the preceding allegations of the Complaint as if fully re-written herein.

31. At all times material hereto, Defendant HERI ABDULRAHMAN was acting as an agent and/or employee of Defendant PRIME TIME CARRIERS LLC and/or AMAZON LOGISTICS, INC., and he was acting within the course and scope of employment or official duties for Defendant PRIME TIME CARRIERS LLC and/or AMAZON LOGISTICS, INC. and in furtherance of the duties of his office or employment for Defendant PRIME TIME CARRIERS LLC and/or AMAZON LOGISTICS, INC. Furthermore, at the time of the incident, Defendant HERI ABDULRAHMAN was a permissive user of the vehicle owned and/or leased by Defendant PRIME TIME CARRIERS LLC and/or AMAZON LOGISTICS, INC. Accordingly, Defendant PRIME TIME CARRIERS LLC and/or AMAZON LOGISTICS, INC., as the employer of Defendant HERI ABDULRAHMAN, is responsible for the negligent acts and/or omissions of Defendant HERI ABDULRAHMAN under the doctrine of *respondeat superior* and/or vicarious liability.

**Count Four:**  
**PLAINTIFF'S CLAIM OF NEGLIGENT HIRING, TRAINING, SUPERVISION, AND**  
**RETENTION AGAINST DEFENDANT PRIME TIME CARRIERS LLC AND**  
**DEFENDANT AMAZON LOGISTICS, INC.**

32. Plaintiff re-states and re-alleges the preceding allegations of the Complaint as if fully re-written herein.

33. Plaintiff would show that, on the occasion in question, Defendant PRIME TIME CARRIERS LLC and/or AMAZON LOGISTICS, INC. and its agent, representative, and/or employee, Defendant HERI ABDULRAHMAN, owed a duty to conduct themselves in a manner

consistent with the traffic laws of the State of Ohio, and to act as a reasonably prudent person and/or entity would act in the same or similar circumstances.

34. Defendant PRIME TIME CARRIERS LLC and/or AMAZON LOGISTICS, INC., by and through its agent, representative, and/or employee, Defendant HERI ABDULRAHMAN, breached its duty, and acted in a manner that was negligent by engaging in wrongful conduct including, but not limited to:

- A. Failure to properly hire its agents, representatives, and/or employees, including Defendant HERI ABDULRAHMAN;
- B. Failure to properly train its agents, representatives, and/or employees, including Defendant HERI ABDULRAHMAN;
- C. Failure to properly supervise its agents, representatives, and/or employees, including Defendant HERI ABDULRAHMAN;
- D. Improper retention of agents, representatives, and/or employees, including Defendant HERI ABDULRAHMAN;
- E. Other acts deemed negligent.

38. Defendant PRIME TIME CARRIERS LLC and/or AMAZON LOGISTICS, INC. had a duty to exercise ordinary care in hiring, training, retaining, and supervising its driver, Defendant HERI ABDULRAHMAN, with respect to ensuring that Defendant HERI ABDULRAHMAN was, and would continue to be, a safe driver with knowledge of the matters necessary for the proper operation of the vehicle that he controlled on behalf of Defendant PRIME TIME CARRIERS LLC and/or AMAZON LOGISTICS, INC.

39. Defendant PRIME TIME CARRIERS LLC and/or AMAZON LOGISTICS, INC. breached its duty in hiring Defendant HERI ABDULRAHMAN, because it knew, or through the exercise of reasonable diligence, should have known, that Defendant HERI ABDULRAHMAN was not a capable, qualified, knowledgeable, and/or safe driver. More particularly, Plaintiff has

sustained injuries as a result of Defendant PRIME TIME CARRIERS LLC's and/or AMAZON LOGISTICS, INC.'s negligent hiring, because of the following failures by Defendants:

- A. Failure to conduct a reasonable and adequate interview with Defendant HERI ABDULRAHMAN as a potential agent, representative, and/or employee;
- B. Failure to properly follow up on information not provided by Defendant HERI ABDULRAHMAN in the interview process;
- C. Failure to conduct a proper employment and background check;
- D. Failure to sufficiently investigate Defendant HERI ABDULRAHMAN's training, prior employment, criminal record, driver history, and past;
- E. Failure to perform the required screening, testing, and physical of Defendant HERI ABDULRAHMAN;
- F. Failure to adopt proper policies and procedures regarding the interview of a potential agent, representative, and/or employee who will be driving a vehicle on interstate highways; and
- G. Such other and further acts of negligence as may be shown in the trial of this cause as discovery progresses.

40. Defendant PRIME TIME CARRIERS LLC and/or AMAZON LOGISTICS, INC. breached its duty because it failed to provide the necessary training for Defendant HERI ABDULRAHMAN to operate its vehicle in a capable, qualified, knowledgeable and/or safe manner and in conformity with the requirements of the law. More particularly, Plaintiffs have sustained injuries as a result of Defendant PRIME TIME CARRIERS LLC's and/or AMAZON LOGISTICS, INC.'s negligent training, because of the following failures by Defendants:

- A. Failure to adequately and/or properly explain and demonstrate its safety policies and procedures to Defendant HERI ABDULRAHMAN;
- B. Failure to provide the necessary training to Defendant HERI ABDULRAHMAN regarding driving the vehicle, vehicle safety, safety classes, how to properly and safely drive the vehicle, the proper method to maintain a vehicle, the proper way and the necessity of keeping the vehicle clean and in proper working order, and in all matters regarding the proper and safe operation of a vehicle and the maintenance of a vehicle in various situations;



- C. Failure to properly train drivers regarding all aspects of driver safety;
- D. Failure to train its agents, representatives, and/or employees, including Defendant HERI ABDULRAHMAN, regarding safe and proper operation of a vehicle such as a person and/or company of ordinary care would have done in the same or similar circumstances;
- E. Failure to provide and/or require regular follow-up driver education and training; and
- F. Such other and further acts of negligence as may be shown in the trial of this cause as discovery progresses.

41. Defendant PRIME TIME CARRIERS LLC and/or AMAZON LOGISTICS, INC. breached its duty because it failed to supervise its driver, Defendant HERI ABDULRAHMAN, to ensure that Defendant HERI ABDULRAHMAN operated its vehicle in a capable, qualified, knowledgeable, and/or safe manner and could accomplish his work assignments in a capable, qualified, and/or safe manner. More particularly, Plaintiff has sustained injuries as a result of Defendant PRIME TIME CARRIERS LLC's and/or AMAZON LOGISTICS, INC.'s negligent supervision, because of the following failures by Defendants:

- A. Failure to monitor Defendant HERI ABDULRAHMAN to make sure that he was complying with company policies and procedures;
- B. Failure to monitor Defendant HERI ABDULRAHMAN to make sure that he was complying with state traffic laws;
- C. Failure to interview and test Defendant HERI ABDULRAHMAN to make sure he had read, and was familiar with, understood, and followed the company policies and procedures.
- D. Failure to implement proper policies and procedures for its employees, including Defendant HERI ABDULRAHMAN regarding driver safety and vehicle safety.
- E. Failure to document and make a determination regarding fault in the accident made the basis of this suit.
- F. Failure to supervise Defendant HERI ABDULRAHMAN to ensure that he was keeping the vehicle properly maintained.

- G. Such other and further acts of negligence as may be shown in the trial of this cause as discovery progresses.

42. Defendant PRIME TIME CARRIERS LLC and/or AMAZON LOGISTICS, INC. breached its duty in retaining Defendant HERI ABDULRAHMAN as a driver for Defendant PRIME TIME CARRIERS LLC and/or AMAZON LOGISTICS, INC. in that it knew, or through the exercise of reasonable diligence, should have known, that Defendant HERI ABDULRAHMAN was not a capable, qualified, knowledgeable, and/or safe driver, and/or that he was not capable, qualified, and/or knowledgeable to operate Defendant PRIME TIME CARRIERS LLC's and/or AMAZON LOGISTICS, INC.'s vehicle in a capable, qualified, knowledgeable and/or safe manner and in conformity with the requirements of the law. More particularly, Plaintiffs has sustained injuries as a result of Defendant PRIME TIME CARRIERS LLC's and/or AMAZON LOGISTICS, INC.'s negligent retention of Defendant HERI ABDULRAHMAN, because of the following failures by Defendants:

- A. Provided a vehicle and/or authority to Defendant HERI ABDULRAHMAN, who was not properly trained and did not have the proper education, background, training, driver history, and/or experience to safely operate the vehicle, and who was an incompetent and/or reckless driver.

43. Each of Defendant PRIME TIME CARRIERS LLC's and/or AMAZON LOGISTICS, INC.'s acts and/or omissions, singularly or in combination with others, constituted negligence and/or gross negligence that proximately and substantially caused the occurrence made the basis of this action, and the personal injuries and damages sustained by Plaintiffs. As such, Plaintiffs are entitled to exemplary damages.

**Count Five:**  
**GROSS NEGLIGENCE AND EXEMPLARY DAMAGES**

44. Plaintiff re-states and re-alleges the preceding allegations of the Complaint as if fully re-written herein.

45. The negligent acts and/or omissions of Defendant HERI ABDULRAHMAN, Individually, and of Defendant PRIME TIME CARRIERS LLC and AMAZON LOGISTICS, INC. described above, when viewed from the standpoint of Defendant PRIME TIME CARRIERS LLC and AMAZON LOGISTICS, INC. at the time of the act and/or omission, involved an extreme degree of risk, considering the probability and magnitude of the potential harm to Plaintiff and others, and therefore, constitute gross negligence. Also, Defendant HERI ABDULRAHMAN, Individually, and Defendant PRIME TIME CARRIERS LLC and AMAZON LOGISTICS, INC. had actual, subjective awareness of the risk involved in the above-described negligent acts and/or omissions, but nevertheless proceeded with conscious indifference to the rights, safety, or welfare of Plaintiff and others. This constitutes gross negligence by the Defendants. Based on the facts stated herein, Plaintiff therefore requests exemplary damages be awarded to Plaintiff from Defendant HERI ABDULRAHMAN, Individually, and Defendant PRIME TIME CARRIERS LLC and AMAZON LOGISTICS, INC.

**PRAYER FOR RELIEF**

**WHEREFORE, PREMISES CONSIDERED**, Plaintiff PEDRO D. ORTIZ respectfully prays that the Defendants be cited to appear and answer herein, and that upon a final hearing of the cause, judgment be entered for the Plaintiff against Defendants, for damages in an amount in excess of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00); together with pre-judgment interest (from the date of injury through the date of judgment) at the maximum rate allowed by

law; post-judgment interest at the legal rate, costs of court; and such other and further relief to which the Plaintiff may be entitled at law or in equity.

WRIGHT & SCHULTE, LLC

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Pro hac vice to be applied for

Attorneys for Plaintiff

Plaintiff further demands a trial by jury as to all matters set forth herein.

/s/ Stephen D. Behnke

Stephen D. Behnke (0072805)