

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF ILLINOIS
PEORIA DIVISION**

TYLER S. COBLER,)
)
Plaintiff,)
)
v.) No.
)
MOVE IT AUTO TRANSPORT, INC.,)
a foreign corporation, and)
MANSUR SHAKIROV, individually)
and as an employee, agent and/or)
servant of MOVE IT AUTO)
TRANSPORT, INC.,)
)
Defendants.)

COMPLAINT

Plaintiff, Tyler S. Cobler, for his Complaint against Defendants, Move It Auto Transport, Inc. and Mansur Shakirov, alleges and states as follows:

Jurisdiction and Venue

1. Defendant, Move It Auto Transport (“Move It”), is a trucking company incorporated in the State of Washington with its principal place of business located in Spokane, Washington. Therefore, Move It is a citizen of the State of Washington.

2. Defendant, Mansur Shakirov (“Shakirov”), is a resident and citizen of the State of Washington.

3. Plaintiff, Tyler S. Cobler (“Tyler”), is a resident and citizen of the State of Illinois.

4. The amount in controversy, exclusive of interest and costs, exceeds the sum of \$75,000.

5. This Court has jurisdiction over this Complaint and parties pursuant to 28 U.S.C. § 1332(a) as this is a civil action between citizens of different states and the amount in controversy, exclusive of interest and costs, exceeds the sum of \$75,000.

6. Venue is proper in this Court and judicial district pursuant to 28 U.S.C. § 1391(b)(2) as the underlying motor vehicle collision upon which this action is based occurred within this judicial district.

Count I

Move It Auto Transport, Inc. - Negligence

7. At all times relevant, Defendants, Move It and Shakirov, were operating pursuant to the Federal Motor Carrier Safety Regulations (hereafter "FMCSRs") and owed Tyler and others on and near the roadway a duty to use reasonable care in the operation of their tractor-trailer, and in the hiring, training, retention, and/or supervision of the drivers chosen to operate it.

8. On March 5, 2013, at approximately 10:29 a.m., Shakirov was driving a tractor-trailer owned and controlled by Move It in a southbound direction on Interstate 39, near milepost 6, in McClean County, Illinois.

9. At said time, Shakirov was Move It's employee acting within the scope of his

employment duties as a professional truck driver and pursuant to Move It's motor carrier operating authority.

10. At said time, Tyler was engaged in his professional duties as a firefighter with the Hudson Fire Department, and was a passenger in an emergency vehicle which was lawfully stopped in the left lane with its emergency lights activated.

11. The Hudson Fire Department emergency vehicle, which was occupied by Tyler, was lawfully stopped behind an Illinois State Police car and a fire truck, and all of the emergency vehicles were displaying their emergency warning lights.

12. All of the authorized emergency personnel were engaged in their official duties, in responding to an earlier occurrence, and were lawfully stopped in the left lane of southbound Interstate 39 near milepost 6 in McClean County, Illinois.

13. At said time and place, Shakirov recklessly and/or negligently drove his tractor-trailer crashing it into the rear of the emergency vehicles, including the emergency vehicle occupied by Tyler.

14. At the time of the collision and immediately prior thereto, Tyler exercised due care and caution for his own safety.

15. On and before March 5, 2013, Move It was subject to the FMCSRs and owed Tyler and others on the roadway a duty to use reasonable care in the inspection, maintenance, repair of the tractor, and in the hiring, training, retention, and/or supervision

of the drivers chosen to operate it.

16. Move It committed one or more of the following reckless and/or negligent acts and/or omissions:

- (a) Move It did not require Shakirov to comply with duties and prohibitions of driver regulations in violation of Part 390 of the FMCSRs;
- (b) Move It encouraged Shakirov to violate the FMCSRs in violation of Part 390 of the FMCSRs;
- (c) Move It did not maintain records and documents as required under Part 390 of the FMCSRs;
- (d) Move It improperly maintained records and documents in violation of Part 390 of the FMCSRs;
- (e) Move It permitted Shakirov to operate the vehicle, while his ability or alertness was so impaired as to make it unsafe for him to continue to operate the vehicle in violation of Part 392 of the FMCSRs;
- (f) Move It did not adequately train Shakirov when reasonable training would have equipped Shakirov with the knowledge and skill to operate the tractor-trailer in a reasonably prudent manner in violation of Part 391 of the FMCSRs;
- (g) Move It allowed its tractor-trailer to be operated at an unreasonable speed given the extant conditions;
- (h) Move It allowed its tractor-trailer to be operated by an employee in such a manner as to fail to maintain the vehicle under reasonable control;
- (i) Move It operated without adequate safety management controls;
- (j) Move It did not use the same care and caution that a reasonably prudent person or motor carrier would have exercised under the same or substantially similar circumstances all in violation of Parts 390, 391, 392, 393,

395, and 396 of the FMCSRs;

(k) Move It did not investigate the competence of the driver of its tractor-trailer, Shakirov, who was at all relevant times careless, reckless and incompetent;

(l) Move It carelessly and/or recklessly investigated the competence of the driver of its tractor-trailer, Shakirov, who was at all relevant times careless, reckless and incompetent;

(m) Move It failed to require its tractor-trailer to be operated with extreme caution in the face of limited visibility conditions;

(n) Move It permitted and/or required its tractor-trailer to be operated at an unreasonable speed;

(o) Move It ratified Shakirov's violations of the FMCSRs and state traffic laws;

(p) Move It failed to take Shakirov out of service; and/or

(q) Move It failed to do what a reasonably prudent company would do under like or similar circumstances.

17. As a direct and proximate result of Move It's aforesaid acts and omissions, its tractor-trailer collided with the emergency vehicle, occupied by Tyler, with great force and violence.

18. That as a direct and proximate result of the aforesaid conduct of Move It, Tyler sustained serious and permanent bodily injuries; incurred medical, hospital, surgical, therapeutic, and pharmaceutical bills, and will incur medical, hospital, surgical, therapeutic, and pharmaceutical bills in the future; he experienced pain and suffering and

will experience pain and suffering in the future; he incurred lost wages and impairment of future earnings ability, loss of enjoyment of life, lost time, disability, disfigurement and sustained other injuries of a personal and pecuniary nature.

Count II

Move It Auto Transport, Inc. - Respondeat Superior

19. Plaintiff incorporates by reference the allegations contained in paragraphs 1-18 above as and for this paragraph 19 of Count II.

20. At all times relevant, Move It and Shakirov were operating pursuant and subject to the FMCSRs and owed Tyler and others on the roadway a duty to use reasonable care in the operation of the tractor-trailer Shakirov was operating.

21. At all time relevant, Shakirov was Move It's employee acting within the scope of his employment duties as a professional truck driver and pursuant to Move It's motor carrier operating authority.

22. On March 5, 2013, at approximately 10:29 a.m., Shakirov recklessly and/or negligently drove his tractor-trailer into the rear of the emergency vehicle occupied by Tyler and Shakirov committed one or more of the following reckless, willful, wanton, and/or negligent acts and/or omissions:

- (a) Shakirov operated the tractor-trailer at an unreasonable speed given the extant conditions;
- (b) Shakirov operated the tractor-trailer in an unreasonable manner;

- (c) Shakirov did not exercise due care to avoid a collision;
- (d) Shakirov did not move over in violation of 625 ILCS § 5/11-907©;
- (e) Shakirov did not yield the right of way to the emergency vehicles;
- (f) Shakirov did not maintain his tractor-trailer under reasonable control;
- (g) Shakirov did not maintain a proper lookout;
- (h) Shakirov disregarded the emergency vehicles' flashing warning lights;
- (i) Shakirov did not maintain a safe speed for road conditions;
- (j) Shakirov did not exercise extreme caution in the face of adverse traffic conditions;
- (k) Shakirov did not discontinue operation or adjust his driving to the extant conditions;
- (l) Shakirov did not use his brakes in a safe and proper manner;
- (m) Shakirov did not practice proper space management; and/or
- (n) Shakirov was otherwise reckless, willful, wanton, and/or negligent in the operation of the tractor-trailer.

23. As a direct and proximate result of the recklessness, willfulness, wantonness, and/or negligence of Shakirov, Tyler sustained damages as set forth in paragraph 18 of this Complaint.

24. Move It, as the employer of Shakirov, is liable for the negligence of Shakirov, and for the damages suffered by Tyler, under principles of vicarious liability.

Count III

Mansur Shakirov - Negligence

25. Plaintiff incorporates by reference the allegations contained in paragraphs 1-24 above as and for this paragraph 25 of Count III.

26. At all times relevant, Shakirov and Move It were operating pursuant and subject to the FMCSRs and owed Tyler and others on and near the roadway a duty to use reasonable care in the operation of the tractor-trailer Shakirov was operating.

27. On March 5, 2013, at approximately 10:29 a.m., Shakirov recklessly, willfully, wantonly, and/or negligently drove his tractor-trailer thereby rear-ending the emergency vehicle occupied by Tyler, and Shakirov committed one or more of the reckless, willful, wanton, and/or negligent acts and/or omissions set forth in paragraph 22 of this Complaint.

28. As a direct and proximate cause of the aforesaid actions and omissions of Shakirov, Tyler sustained damages as set forth in paragraph 18 of this Complaint.

Count IV

Move It and Shakirov - Willful & Wanton/Gross Negligence

29. Plaintiff incorporates by reference the allegations contained in paragraphs 1-28 above as and for this paragraph 29 of Count IV.

30. The conduct of Shakirov and Move It was outrageous, grossly negligent, and in willful and wanton disregard of the consequences, such that a reasonable person would

know, or should have known, that such conduct had a high probability of harm.

31. Move It aided, abetted, approved of, consented to, and/or authorized the conduct of Shakirov and either authorized Shakirov to act in reckless disregard of likely harm to Plaintiff or ratified the reckless, grossly negligent, and willful and wanton acts of Shakirov.

32. As a direct and proximate cause of the gross negligence and willful and wanton conduct of Shakirov and Move It, Tyler sustained damages as set forth in paragraph 18 of this Complaint.

33. An award of punitive damages is appropriate to punish Shakirov and Move It and to deter others from engaging in like conduct.

WHEREFORE, Plaintiff, Tyler S. Cobler, prays for judgment against Defendants, Move It Auto Transport, Inc. and Mansur Shakirov, in an amount reasonable under the circumstances to compensate the Plaintiff for his damages, an award of punitive damages, for costs, and for all other relief just and proper in the premises.

Respectfully submitted,

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Jury Demand

Plaintiff, Tyler S. Cobler, by and through his attorneys, hereby requests a trial by jury as to all issues contained in his Complaint.

Respectfully submitted,

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