

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION**

FILED
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IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2017L003274

FRANCINE CORNEJO, individually and)
as Mother and Next Friend of)
GUSTAVO CORNEJO, JR.,)

15608637

Case No.: 17-L-003274

Plaintiff,)

v.)

ALLIANCE SHIPPERS, INC.,)
a corporation; DAKOTA LINES, INC.,)
a corporation; and GORDON LEWIS,)

Defendants.)

PLAINTIFF'S SEVENTH AMENDED COMPLAINT AT LAW

NOW COMES Plaintiff, FRANCINE CORNEJO, Individually and as Mother and Next Friend of GUSTAVO CORNEJO, JR., by and through her attorneys, CLIFFORD LAW OFFICES, P.C., and complains of the following Defendants, ALLIANCE SHIPPERS, INC., a corporation, DAKOTA LINES, INC., a corporation, and GORDON LEWIS, as follows:

DEFENDANTS

1. On September 27, 2016, and at all times mentioned herein, Defendant GORDON LEWIS was a truck driver with a residential address of 5110 E 10th Avenue, Gary, Indiana 46403.

2. Defendant, ALLIANCE SHIPPERS, INC. ("ALLIANCE"), is a global logistics and transportation service provider operating from facilities located across the United States, Canada, and Mexico. Defendant, ALLIANCE, provides customers with, amongst numerous services, intermodal transportation services.

3. On September 27, 2016, and at all relevant times, Defendant, LEWIS, was an employee, actual, implied and/or apparent agent, servant and/or contractor of DAKOTA LINES,

INC., driving at all times under DAKOTA's Department of Transportation (DOT) authority and DOT number. DAKOTA is a motor carrier and/or trucking company headquartered in Vermillion, South Dakota that has substantial connections to Cook County, Illinois. The "vision" of DAKOTA is "to provide intermodal freight service to and from Chicago, Illinois." Today, DAKOTA has expanded to over 100 trucks and 90 trailers.

COUNT I: NEGLIGENCE: ALLIANCE SHIPPERS, INC.
FRANCINE CORNEJO, As Mother and Next Friend of GUSTAVO CORNEJO, JR.,

1. On September 27, 2016, Illinois Route 394 was a highway that traveled through the Township of Bloom, County of Cook, and State of Illinois in a general north/south direction with two lanes of traffic in each direction.

2. On September 27, 2016, Defendant, LEWIS, was a truck driver in control of a tractor-trailer.

3. On September 27, 2016, at the time of the crash, the vehicle that Plaintiff was traveling within was lawfully parked within the right shoulder on northbound Illinois Route 394 south of Joe Orr Road.

4. On September 27, 2016, at the time of the crash, the tractor-trailer maintained, controlled, directed and operated by Defendant, LEWIS, uncontrollably careened out of northbound Illinois Route 394 lanes and crashed into the rear of the vehicle that Plaintiff was traveling within.

5. At the time of the crash, the following individuals were passengers within the vehicle which was lawfully parked within the right shoulder on northbound Illinois Route 394: Gustavo Cornejo, Emma Cornejo, a minor, and Jacob Cornejo, a minor. At the time of the crash, GUSTAVO CORNEJO JR., was lawfully located at or near the rear of the trailer being hauled by Plaintiff's vehicle.

6. On or before September 27, 2016, Defendant, ALLIANCE, contracted with Defendant, LEWIS, as an agent and/or employee of DAKOTA.

7. At all relevant times, Defendant, LEWIS, was an actual, implied and/or apparent agent, servant, and/or employee of Defendant, ALLIANCE, where Defendant, ALLIANCE, controlled the conduct, actions, direction, means, methods, and the manner of work performed by Defendant, LEWIS.

8. At all relevant times, Defendant, ALLIANCE, and Defendant, LEWIS, as an agent and/or employee of DAKOTA, maintained the same business purposes and nature of work which included but was not limited to general intermodal transportation and trucking operations.

9. At all relevant times, Defendant, ALLIANCE, owed the Plaintiff and passengers a duty to exercise reasonable care when controlling and directing the means, methods, and manner of the worked performed by Defendant, LEWIS, including the driving, operation, control, management, and/or maintenance of the subject tractor-trailer. In addition, at all times relevant times, Defendant, ALLIANCE, owed the Plaintiff and all passengers a duty to ensure its contracted drivers, owner-operators, contractors, and agents exercised reasonable care when driving, operating, controlling, managing, and/or maintaining tractor-trailers which included but is not limited to a duty to exercise reasonable care from preventing tractors from careening off roadways and crashing into lawfully parked vehicles on the shoulder. Further, Defendant, ALLIANCE, owed Plaintiffs and all passengers a duty to ensure that it adhered to safety regulations, prohibitions, policies, and procedures set forth by Defendant, ALLIANCE, and all applicable local, municipal, state, and federal regulations pertaining to the trucking industry.

10. At all relevant times, Defendant, ALLIANCE, was negligent in one or more of the following respects:

- a. Failed to ensure that its contracted tractor-trailers were being operated by drivers who kept a proper lookout of traffic conditions ahead;
- b. Failed to ensure that its contracted tractor-trailers were being operated in a controlled manner;
- c. Failed to ensure that its contracted tractor-trailers were not being operated so as to avoid them from carelessly and unexpectedly losing control and leaving the roadway;
- d. Failed to prevent its contracted tractor-trailers from proceeding at a speed which was greater than reasonable and proper with regard to traffic conditions and the use of the road, or which endangered the safety of persons or property in violation of 625 5/11-601;
- e. Failed to ensure its contracted tractor-trailers were not driven in an unsafe manner to avoid colliding with other vehicles;
- f. Failed to ensure its contracted tractor-trailers were operated in a manner to avoid failing to stop in time to avoid a crash;
- g. Failed to adhere to safety rules, regulations, policies and procedures of all applicable local, municipal, state, and federal regulations pertaining to the trucking industry.
- h. Failed to ensure Defendant, LEWIS, completed all required safety training offered by Defendant, DAKOTA.
- i. Failed to ensure that its contracted drivers refrained from distracting themselves while driving tractors;
- j. Carelessly and negligently hired Defendant, LEWIS, when Defendant, ALLIANCE, knew or should have known that Defendant, LEWIS, as an agent and/or employee of DAKOTA, was unfit to safely operate a tractor-trailer;
- k. Carelessly and negligently controlled the tractor-trailer driven by Defendant, LEWIS;
- l. Carelessly and negligently directed the means and methods of Defendant, LEWIS;
- m. Carelessly and negligently controlled the manner of the work performed by Defendant, LEWIS
- n. Was otherwise careless and negligent.

11. As a direct and proximate result of one or more of the foregoing negligent acts and/or omissions, GUSTAVO CORNEJO, JR., sustained injuries of a permanent, personal, pecuniary, and non-pecuniary nature.

WHEREFORE, Plaintiff, FRANCINE CORNEJO, as Mother and Next Friend of GUSTAVO CORNEJO, JR., demands judgment against Defendant, ALLIANCE SHIPPERS, INC., for a sum in excess of FIFTY THOUSAND DOLLARS (\$50,000.00) including interests and costs of this lawsuit.

COUNT II: NEGLIGENCE: DAKOTA LINES, INC.
FRANCINE CORNEJO, As Mother and Next Friend of GUSTAVO CORNEJO, JR.,

1. Plaintiff re-alleges paragraphs 1-5 of Count I for paragraph 1 of Count II.
2. On September 27, 2016, Illinois Route 394 was a highway that traveled through the Township of Bloom, County of Cook, and State of Illinois in a general north/south direction with two lanes of traffic in each direction.
3. On September 27, 2016, Defendant, LEWIS, was an employee, actual, implied and/or apparent agent, servant and/or contractor of DAKOTA, where Defendant, LEWIS, maintained, controlled, directed, and operated a tractor-trailer on behalf of and in furtherance of the business of DAKOTA.
3. On September 27, 2016, at the time of the crash, the vehicle that Plaintiff was traveling within was lawfully parked within the right shoulder on northbound Illinois Route 394 south of Joe Orr Road.
4. On September 27, 2016, at the time of the crash, the tractor-trailer maintained, controlled, directed and operated by Defendant, LEWIS, as an agent and/or employee of

DAKOTA, uncontrollably careened out of northbound Illinois Route 394 lanes and crashed into the rear of the vehicle that Plaintiff was traveling within.

5. At the time of the crash, the following individuals were passengers within the vehicle which was lawfully parked within the right shoulder on northbound Illinois Route 394: Gustavo Cornejo, Emma Cornejo, a minor, and Jacob Cornejo, a minor. At the time of the crash, GUSTAVO CORNEJO JR., was lawfully located at or near the rear of the trailer being hauled by Plaintiff's vehicle.

6. At all times on September 27, 2016, Defendant, LEWIS, as an agent and/or employee of DAKOTA, owed the Plaintiff and passengers a duty to exercise reasonable care when driving, operating, controlling, managing, and/or maintaining the subject tractor-trailer which included but is not limited to a duty to exercise reasonable care from preventing a tractor-trailer from uncontrollably leaving the roadway and crashing into a vehicle lawfully parked on the shoulder. In addition, at all times on September 27, 2016, Defendant, LEWIS, as an agent and/or employee of DAKOTA, owed the Plaintiff and all passengers a duty to ensure its drivers, owner-operators, and contractors, and agents exercised reasonable care when driving, operating, controlling, managing, and/or maintaining tractor-trailers which included but is not limited to a duty to exercise reasonable care from preventing tractors from careening off roadways and crashing into lawfully parked vehicles on the shoulder.

7. At all relevant times and on September 27, 2016, Defendant, LEWIS, as an agent and/or employee of DAKOTA, was negligent in one or more of the following manners and respects:

- a. Failed to keep a proper lookout;
- b. Failed to operate his tractor-trailer in a controlled manner;

- c. Carelessly lost control of his tractor-trailer allowing it to careen onto the shoulder;
- d. Failed to prevent his tractor-trailer from proceeding at a speed which was greater than reasonable and proper with regard to traffic conditions and the use of the road, or which endangered the safety of persons or property in violation of 625 5/11-601;
- e. Failed to drive his tractor-trailer in a safe manner to avoid striking others;
- f. Failed to ensure his tractor-trailer was operated in a manner to avoid a collision;
- g. Carelessly and negligently distracted himself while operating a tractor-trailer;
- h. Was otherwise careless and negligent.

8. As a direct and proximate result of one or more of the foregoing negligent acts and/or omissions, GUSTAVO CORNEJO, JR., sustained injuries of a permanent, personal, pecuniary, and non-pecuniary nature.

WHEREFORE, Plaintiff, FRANCINE CORNEJO, as Mother and Next Friend of GUSTAVO CORNEJO, JR., demands judgment against Defendant, DAKOTA LINES, INC., for a sum in excess of FIFTY THOUSAND DOLLARS (\$50,000.00) including interests and costs of this lawsuit and litigation.

COUNT III: NEGLIGENCE: GORDON LEWIS
FRANCINE CORNEJO, As Mother and Next Friend of GUSTAVO CORNEJO, JR.,

- 1. Plaintiff re-alleges paragraphs 1-5 of Count I for paragraph 1 of Count III.
- 2. At all times on September 27, 2016, Defendant, LEWIS, owed the Plaintiff and passengers a duty to exercise reasonable care when driving, operating, controlling, managing, and/or maintaining the subject tractor-trailer which included but is not limited to a duty to exercise reasonable care from preventing a tractor-trailer from uncontrollably leaving the roadway and

crashing into a vehicle lawfully parked on the shoulder. In addition, at all times on September 27, 2016, Defendant, LEWIS, owed the Plaintiff and all passengers a duty to ensure its drivers, owner-operators, and contractors, and agents exercised reasonable care when driving, operating, controlling, managing, and/or maintaining tractor-trailers which included but is not limited to a duty to exercise reasonable care from preventing tractors from careening off roadways and crashing into lawfully parked vehicles on the shoulder.

3. At all relevant times and on September 27, 2016, Defendant, LEWIS, was negligent in one or more of the following manners and respects:

- a. Failed to keep a proper lookout;
- b. Failed to operate his tractor-trailer in a controlled manner;
- c. Carelessly lost control of his tractor-trailer allowing it to careen onto the shoulder;
- d. Failed to prevent his tractor-trailer from proceeding at a speed which was greater than reasonable and proper with regard to traffic conditions and the use of the road, or which endangered the safety of persons or property in violation of 625 5/11-601;
- e. Failed to drive his tractor-trailer in a safe manner to avoid striking others;
- f. Failed to ensure his tractor-trailer was operated in a manner to avoid a collision;
- g. Carelessly and negligently distracted himself while operating a tractor-trailer;
- h. Was otherwise careless and negligent.

4. As a direct and proximate result of one or more of the foregoing negligent acts and/or omissions, GUSTAVO CORNEJO, JR., sustained injuries of a permanent, personal, pecuniary, and non-pecuniary nature.

WHEREFORE, Plaintiff, FRANCINE CORNEJO, as Mother and Next Friend of GUSTAVO CORNEJO, JR., demands judgment against Defendant, GORDON LEWIS, for a sum in excess of FIFTY THOUSAND DOLLARS (\$50,000.00) including interests and costs of this lawsuit and litigation.

COUNT IV – GORDON LEWIS, DAKOTA LINES, INC. and ALLIANCE SHIPPERS, INC. – FAMILY EXPENSE ACT – FRANCINE CORNEJO

1. Plaintiff reasserts and re-alleges all allegations contained in Count I of this Seventh Amended Complaint at Law as if fully set forth herein.

2. Plaintiff reasserts and re-alleges all allegations contained in Count II of this Seventh Amended Complaint at Law as if fully set forth herein.

3. Plaintiff reasserts and re-alleges all allegations contained in Count III of this Seventh Amended Complaint at Law as if fully set forth herein.

4. As a proximate result of the injuries sustained by Gustavo Cornejo, Jr., Plaintiff, FRANCINE CORNEJO, individually and as the parents of GUSTAVO CORNEJO, JR., became obligated for the medical and hospital expenses incurred for the treatment of said injuries pursuant to 750 ILCS 65/15.

WHEREFORE, Plaintiff, FRANCINE CORNEJO, individually and as Mother and Next Friend of GUSTAVO CORNEJO, JR., demands judgment against Defendants, GORDON LEWIS, DAKOTA LINES, INC., and ALLIANCE SHIPPERS, INC. for a sum in excess of FIFTY THOUSAND DOLLARS (\$50,000.00) including interests and costs of this lawsuit.

/s/ Jack J. Casciato
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