

IN THE CIRCUIT COURT FOR THE 20<sup>th</sup> JUDICIAL CIRCUIT  
ST. CLAIR COUNTY, ILLINOIS

TARVARSHAY GRAHAM,	)	
Plaintiff,	)	
v.	)	
	)	<b>20L0798</b>
GASA LEASING, INC. and	)	
KEVIN W. JANSEN,	)	
Defendants.	)	

**COMPLAINT**

**Count I - Negligence Claim Against Gasa Leasing, Inc.**

Now comes Plaintiff, Tarvarshay Graham, and for this Complaint against Defendant, Gasa Leasing, Inc., states as follows:

1. On or about October 18, 2018, Tarvarshay Graham was the driver of a motor vehicle traveling in an eastbound direction on I-64 at or near its intersection with Milepost 5 in the City of East St. Louis Township, County of St. Clair, State of Illinois.
2. At the said time, Defendant Kevin W. Jansen was an employee or agent of Defendant Gasa Leasing, Inc., and was operating a tractor trailer owned by Gasa Leasing, Inc. which was traveling in an eastbound direction on I-64 at or near its intersection with Milepost 5 in the City of East St. Louis Township, County of St. Clair, State of Illinois.
3. It was then and there the duty of Defendant Gasa Leasing, Inc., through its agents and employees, to operate the tractor trailer with reasonable care for the safety of other persons and for their property.
4. Despite Defendant Gasa Leasing, Inc.'s said duty and in violation thereof,

Defendant Gas Leasing, Inc.'s agent or employee, Kevin W. Jansen, then and there negligently and carelessly acted or failed to act in one or more of the following ways:

a. Failed to stop or swerve his tractor trailer at the appearance of danger in order to avoid a collision with another vehicle.

b. Drove his tractor trailer without keeping it under sufficient control to be able to stop or swerve the said tractor trailer at the appearance of danger in order to avoid a collision with another vehicle.

c. Drove his tractor trailer at a speed that was greater than reasonable and proper with regard to the traffic conditions and the use of the area.

d. Drove his tractor trailer without keeping an adequate lookout ahead and to the side.

e. Failed to equip his tractor trailer with adequate brakes.

f. Negligently and carelessly failed to stop or yield the right of way in compliance with the traffic signal erected at said intersection.

5. As a direct and proximate result of one or more of the foregoing negligent acts or failures to act, the tractor trailer operated by Defendant Gas Leasing, Inc.'s agent and employee, Kevin W. Jansen, collided with Tarvarshay Graham's vehicle.

6. As a direct and proximate result of the foregoing, Tarvarshay Graham was caused to suffer loss of normal life, permanent injuries and damages, both externally and internally; was and will be hindered and prevented from attending to her usual duties and affairs; and has suffered pain and anguish, both in mind and body, and will in the future continue to suffer.

7. On the date and time in question, Defendant Kevin W. Jansen was an agent or employee of Defendant Gas Leasing, Inc. working in the course and scope of his agency or employment with Defendant Gas Leasing, Inc.

8. On the date and time in question, Defendant Gasas Leasing, Inc. entrusted a tractor trailer under its control to Defendant Kevin W. Jansen.

9. On the date and time in question, Defendant Gasas Leasing, Inc. had the right of control over the tractor trailer that was entrusted to Defendant Kevin W. Jansen.

10. On the date and time in question, Defendant Gasas Leasing, Inc. was liable for Defendant Kevin W. Jansen's acts and omissions as stated in this cause of action under the doctrine of *respondeat superior*.

WHEREFORE, Plaintiff, TARVARSHAY GRAHAM, asks for judgment against Defendant, GASAS LEASING, INC., in a sum in excess of Fifty-Thousand Dollars (\$50,000.00), plus costs.

Count II - Negligence Claim Against Kevin W. Jansen

Now comes Plaintiff, Tarvarshay Graham, and for this Complaint against Defendant, Kevin W. JANSEN, states as follows:

1. On or about October 18, 2018, Tarvarshay Graham was the driver of a motor vehicle traveling in an eastbound direction on I-64 at or near its intersection with Milepost 5 in the City of East St. Louis Township, County of St. Clair, State of Illinois.

2. At the said time, Defendant Kevin W. Jansen, was operating a tractor trailer owned by Defendant Gasas Leasing, Inc. traveling in an eastbound direction on I-64 at or near its intersection with Milepost 5 in the City of East St. Louis Township, County of St. Clair, State of Illinois.

3. It was then and there the duty of the Defendant Kevin W. Jansen to operate

his tractor trailer with reasonable care for the safety of other persons and for their property.

4. Despite Defendant Kevin Jansen's said duty and in violation thereof, the Defendant then and there negligently and carelessly acted or failed to act in one or more of the following ways:

a. Failed to stop or swerve his tractor trailer at the appearance of danger in order to avoid a collision with another vehicle.

b. Drove his tractor trailer without keeping it under sufficient control to be able to stop or swerve the said vehicle at the appearance of danger in order to avoid a collision with another vehicle.

c. Drove his tractor trailer at a speed that was greater than reasonable and proper with regard to the traffic conditions and the use of the area.

d. Drove his tractor trailer without keeping an adequate lookout ahead and to the side.

e. Failed to equip his tractor trailer with adequate brakes.

f. Negligently and carelessly failed to stop or yield the right of way in compliance with the traffic signal erected at said intersection.

5. As a direct and proximate result of one or more of the foregoing negligent acts or failures to act, the tractor trailer operated by Defendant Kevin W. Jansen collided with Tarvarshay Graham's vehicle.

6. As a direct and proximate result of the foregoing, Tarvarshay Graham was caused to suffer a loss of normal life, permanent injuries and damages, both externally and internally; was and will be hindered and prevented from attending to her usual duties and affairs; and has suffered pain and anguish, both in mind and body, and will in the future continue to suffer.

WHEREFORE, Plaintiff TARVARSHAY GRAHAM, asks for judgment against Defendant, KEVIN W. JENSEN, in a sum in excess of Fifty-Thousand Dollars (\$50,000.00), plus costs.

TARVARSHAY GRAHAM

By: 

Daniel P. Finney, III - #6298368  
dfinney@brownlawoffice.com  
BROWN & BROWN LLP  
5440 North Illinois, Suite 101  
Fairview Heights, IL 62208  
618.234.4878  
Attorneys for Plaintiff