

**IN THE STATE COURT OF FULTON COUNTY
STATE OF GEORGIA**

**JASMIN JENNINGS, as Anticipated
Administrator of the Estate of JOSHUA
ARMOUR (Deceased), and as Next Friend
and Guardian of ASHTON ARMOUR, a
Minor, and ADAIYA ARMOUR, a Minor,
Surviving Children and Heirs of
JOSHUA ARMOUR,**

Plaintiffs,

v.

**SEALY MATTRESS MANUFACTURING
COMPANY, LLC, TEMPUR-PEDIC
NORTH AMERICA, LLC, TEMPUR
SEALY INTERNATIONAL, INC., and ABC
CORPORATION 3,**

Defendants.

CIVIL ACTION FILE NO.

Jury Trial Demanded

COMPLAINT FOR DAMAGES AND WRONGFUL DEATH

COME NOW Plaintiffs, by and through their counsel of record, and files this Complaint for Damages and Wrongful Death against the above-named Defendants, showing the Court as follows:

INTRODUCTION

1.

This case involves the horrific and inexplicable death of Joshua Armour due to the willful failures and gross negligence of Sealy, Tempur-Pedic, and related entities.¹

¹ For the purposes of the Introduction section of this Complaint, Plaintiffs refer to Sealy, Tempur-Pedic and their related entities collectively as “Sealy”. The named Defendants are identified and discussed later in the Complaint.

The inexcusable lack of regard for Joshua's life and the unspeakable manner in which he died require responsibility and accountability.

2.

Like many in our society, Joshua battled mental health issues. On October 22, 2024, during one such mental health episode, Joshua went missing. In the early morning hours on October 23, 2024, Joshua called his brother, Joseph, and explained that Joshua was trapped somewhere and that he needed help. Using the share location feature on his phone, Joseph was able to track Joshua's location to Conyers, Georgia. Joseph immediately traveled to Conyers in a frantic effort to locate Joshua. Having communicated Joshua's whereabouts to family, Joseph was met at the Conyers location by his sister, Keosia. Based on Joshua's pinned location accessed via Joseph's phone, Joseph and Keosia were able to determine that Joshua was located at the Sealy Mattress facility in Conyers, Georgia. This facility housed Sealy's offices and contained numerous trailers on the property, which stored Sealy mattresses.

3.

Upon arrival at the facility during the morning hours of October 23, 2024, Joseph and Keosia talked directly to a Sealy supervisor about their missing brother. During this conversation, Joshua's siblings asked to see Sealy's surveillance video and specifically notified the supervisor that Joshua's GPS location pinned at the Sealy facility. Despite this explicit conversation, Joseph and Keosia were not permitted to search Sealy's property for their brother, and no action was taken by

Sealy to find Joshua despite being on notice of Joshua's location on its property. Instead, Sealy demanded that Joseph and Keosia immediately leave the Sealy facility.

4.

What the family could not have known at the time was that, prior to their arrival at the Sealy facility, Sealy already instructed its employees to close and lock **all** of the trailers on the property. Upon information and belief, Sealy gave this instruction based on the concern that an unidentified individual was on its property.

5.

After receiving actual and direct information from Joshua's sibling that Joshua was present at the Sealy facility, and despite knowing that once trailers were locked the trailers could not be opened from the inside, Sealy did absolutely nothing to locate or protect Joshua. Despite direct notice to Sealy of Joshua's whereabouts, and despite the family's efforts to work with local law enforcement to find Joshua, the family did not hear from Joshua or get any information on his whereabouts in the week after Joseph and Keosia talked to the Sealy supervisor.

6.

On October 29, 2024, Joshua was found dead in a trailer at the Sealy facility – having suffered unimaginably prior to his death. Joshua, who was a father of two children and loved dearly by his family, was only 38 years old. Without question, in the morning hours of October 23, 2024, Sealy had more than enough information to

save Joshua's life. Tragically, Sealy chose to act only to protect its own property, while consciously choosing to disregard the life of Joshua and the pleas of his family.

PARTIES, JURISDICTION, AND VENUE

7.

Plaintiffs reallege and incorporate by reference all prior paragraphs herein, as if recited verbatim

8.

Plaintiff Jasmin Jennings brings this case as next friend and legal guardian of her children and the children of Joshua Armour: Ashton Armour and Adaiya Armour, respectively. Plaintiff states her intention to bring each and every claim permissible under Georgia law and all other applicable law, and seek all special damages, economic losses, medical expenses, necessary expenses, pain and suffering, and all compensatory, special, actual, general, and punitive damages permissible under Georgia law on her own behalf and on behalf of their minor children. On behalf of the children of Joshua Armour, Plaintiff has the right to bring this wrongful death claim and is entitled to recover for the full value of Joshua Armour's life. Plaintiff Jasmin Jennings and her children, Ashton Armour and Adaiya Armour, are citizens of Georgia.

9.

Plaintiff Jasmin Jennings is the anticipated Administrator of the Estate of Joshua Armour. As such, she brings the within Estate claims in her anticipated representative capacity as the anticipated duly appointed Administrator of the Estate

of Joshua Armour. In her anticipated representative capacity, she and the Estate she administers are subject to the jurisdiction of this Honorable Court in this Matter.

10.

On October 29, 2024, Joshua Armour was found dead inside a trailer located on property located at 1705 Industrial Blvd, Conyers, Rockdale County, Georgia 30012.

11.

Defendant Sealy Mattress Manufacturing Company, LLC (“Sealy”) is a Delaware Corporation licensed to do business in the State of Georgia, with an office and/or place of business at 1705 Industrial Blvd, Conyers, Rockdale County, Georgia 30012. Sealy may be served with process by service upon its Registered Agent: Cogency Global Inc., 900 Old Roswell Lakes Parkway, Suite 310, Roswell, Fulton County, Georgia 30076. Jurisdiction and venue are proper as to this Defendant.

12.

Defendant Tempur-Pedic North America, LLC (“Tempur-Pedic”) is a Delaware Corporation licensed to do business in the State of Georgia. Tempur-Pedic may be served with process by service upon its Registered Agent: Cogency Global Inc., 900 Old Roswell Lakes Parkway, Suite 310, Roswell, Fulton County, Georgia 30076. Jurisdiction and venue are proper as to this Defendant.

13.

Defendant Tempur Sealy International, Inc. (“Tempur Sealy”) is a Delaware Corporation licensed to do business in the State of Georgia. Tempur Sealy may be

served with process by service upon its Registered Agent: Cogency Global Inc., 850 New Burton Road, Suite 201, Dover, Delaware 19904. Jurisdiction and venue are proper as to this Defendant.

14.

Plaintiffs identify ABC CORPORATION 3 as a party defendant. The true name and capacity, whether corporate, associate, individual, or otherwise are unknown to Plaintiffs. Plaintiffs bring claims against said defendant by fictitious name. This defendant designated as an ABC CORPORATION is legally responsible in some manner for Plaintiffs' damages under the theories of *respondeat superior*, vicarious liability, agency principles, and/or joint and several liability, as outlined in this Complaint. This ABC CORPORATION Defendant has received such notice of the institution of the action that it will not be prejudiced in maintaining a defense on the merits. This ABC CORPORATION Defendant is on notice, and/or should have been on notice, except that but for a mistake as to the real party, the action would have been brought against it.

BACKGROUND AND OPERATIVE FACTS

15.

Plaintiffs reallege and incorporate by reference all prior paragraphs herein, as if recited verbatim.

16.

At all times herein, Defendants Sealy, Tempur-Pedic, Tempur Sealy, and/or ABC Corporation 3 (hereinafter collectively referred to as "Defendants") owned,

operated, controlled, managed, and/or provided security for the property located at 1705 Industrial Blvd, Conyers, Rockdale County, Georgia 30012. The property includes a building that operates as a factory, warehouse, and office space for Defendants as well as loading areas, a parking lot, and other common areas. There are numerous trailers located at the property which are used to store and transport mattresses manufactured by Defendants. The building, parking lot, and common areas, including the areas which contain the trailers, are collectively referred to herein as the “subject property” or the “Sealy facility”.

17.

At all times herein, employees, agents, and/or representatives of Defendants worked at the subject property (hereinafter “Defendants’ employees”). These individuals worked for Defendants and did so under the direction, control, and supervision of Defendants. Defendants’ employees monitored and controlled the subject property, including access to the property and control of the trailers on the subject property. At all times herein, Defendants’ employees were acting in the course and scope of their employment with Defendants.

18.

Joshua Armour (“Joshua”) went missing on October 22, 2024.

19.

During the morning hours of October 23, 2024, Joshua called his brother, Joseph Armour (“Joseph”), and reported that he was trapped at an unknown location. Joseph was able to track Joshua’s location by using the using the shared location/GPS

feature on Joseph's phone. From this feature, Joshua's location pinned to the subject property.

20.

On October 23, 2024, Joseph traveled to the Sealy facility and was met at that location by his sister, Keosia Armour ("Keosia"). Joseph and Keosia subsequently had a discussion with an employee of Defendants regarding Joshua and his location.

21.

During this conversation, Joseph and Keosia notified Defendants' employee that Joshua's pinned location was at the Sealy facility. The family informed Defendants' employee that Joshua was having a mental health crisis. The family also requested that Defendants' employee review surveillance video at the Sealy facility to confirm that Joshua had gained access to the property.

22.

In response to the information provided by the family, and despite the pleas for help from the family, Defendants did not permit Keosia or Joseph to gain access to the Sealy facility to look for Joshua. Defendants also did not take any steps to locate Joshua or provide the family with means for the family to further communicate with Defendants about Joshua. Instead, Keosia and Joseph were instructed to immediately depart the Sealy facility.

23.

Upon information and belief, on October 22, 2024 or October 23, 2024, prior to Keosia and Joseph traveling to the Sealy facility and informing Defendants' employee

that Joshua was present at the Sealy facility, Defendants were concerned that an unidentified individual had gained access to the subject property.

24.

Upon information and belief, based on the concern that an unidentified individual was on the subject property, Defendants did not take any meaningful steps to locate the individual and otherwise failed to take any reasonable action for the safety and well-being of the individual. Instead, in response, Defendants proceeded to lock every trailer at the Sealy facility.

25.

When Defendants instructed their employees to lock every trailer at the Sealy facility, Defendants' employees failed to properly check each trailer to ensure that no unidentified individual was in one of the trailers.

26.

On the morning of October 23, 2024, based on information conveyed to Defendants' employee by Keosia and Joseph, Defendants had actual knowledge that Joshua was on their property. Defendants also had actual knowledge that Joshua had been missing since the previous night and that Defendants had closed and locked storage trailers since that time. Further, Defendants had actual knowledge that the storage trailers, once closed, could not be opened by anyone from the inside. Despite this knowledge, and the urging of Joshua's siblings for Defendants to offer help, Defendants did not take any meaningful steps to locate Joshua or otherwise take any reasonable action for the safety and well-being of Joshua.

27.

When Defendants instructed their employees to lock every trailer on the property, they knew or should have known that each trailer needed to be thoroughly searched to ensure that no unidentified individual was located in any trailer.

28.

When Defendants locked every trailer at the Sealy facility without thoroughly searching each trailer to ensure that no unidentified individual was located in any trailer, they knew or should have known that their acts and omissions created the risk of locking an individual inside one of the trailers.

29.

When Defendants instructed their employees to lock every trailer on the property, it knew or should have known that sealing an individual in one of the trailers would result in bodily harm and death.

30.

When Defendants instructed their employees to lock every trailer at the Sealy facility, Defendants locked Joshua into one of the trailers on the subject property.

31.

On October 23, 2024, when Defendants received actual knowledge that Joshua was present at the Sealy facility, Defendants knew or should have known that Joshua was likely located in one of the trailers, that by locking the trailers Joshua was trapped inside one of the trailers, and that if Defendants failed to act Joshua would suffer severe bodily harm and death.

32.

After leaving the Sealy facility on October 23, 2024, Keosia contacted law enforcement regarding Joshua's disappearance and information regarding his location. Specifically, Keosia spoke with Deputy Steven Daniel of the Rockdale County Sherriff's Department about her missing brother. Keosia informed Deputy Daniel that her brother was last seen on October 22, 2024 when he was taken to Piedmont Hospital by EMS. This Missing Persons Report was given Case No. 24140240. (See Missing Persons Report, attached hereto Exhibit A, p. 7.)

33.

On October 29, 2024 at 11:49 a.m., an employee of Defendants, Elmo Graham, called the Rockdale County Sherriff's Office to report there "may (sic) be a deceased person [i]n one of their trailers. . .guy isn't moving." (Exhibit A, p. 3.) Mr. Graham also reported that the trailer was locked when an employee opened it. (Exhibit A, p. 3.) Deputy Alphonso Anderson of the Rockdale County Sherriff's Department arrived on the scene, spoke with Mr. Graham and learned that another employee of Defendants, Sherwin Gore, "was doing trailer checks when he discovered the body and reported it to [Mr. Graham]." (Exhibit A, p. 4.) Mr. Graham informed Deputy Anderson "that the trailer doors cannot be locked from the inside, as they were locked shut upon arrival." (Exhibit A, p. 4.) At this point, Deputy Anderson reported that CID and Crime scene took over the scene. (Exhibit A, p. 4.)

34.

The deceased individual found in the sealed trailer was identified as Joshua Armour.

35.

A week after Defendants had direct and actual knowledge that Joshua was on their property, and a week after Defendants directed their employees to close and lock Sealy's trailers – which effectively sealed Joshua in the trailer and prevented any possibility for him to escape – Joshua was found dead in a Sealy trailer.

DEFENDANTS' NEGLIGENCE

36.

Plaintiffs reallege and incorporate by reference all prior paragraphs herein.

37.

When Joshua entered the Sealy facility, due to an episode of mental incapacitation, he lacked the ability to understand that he was accessing the property owned, managed, and controlled by Defendants.

38.

On or about October 22, 2024 and/or October 23, 2024, Defendants knew, suspected, and/or were concerned that an unidentified individual had gained access to the Sealy facility without permission or authorization of Defendants.

39.

On October 23, 2024, Defendants knew that Joshua had gained access to the Sealy facility property and Defendants were provided with the exact location where Joshua was positioned on the subject property. Defendants also knew that since the time they were told that Joshua had been missing and his location was now pinned on their property, they had instructed that the trailers be closed and locked.

40.

Given Defendants' knowledge regarding Joshua's location, Defendants knew or should have known that Joshua was located in one of the locked trailers situated on the Sealy facility.

41.

Given Defendants' knowledge regarding Joshua's location, it was foreseeable to Defendants that Joshua was located in one of the locked trailers situated on the Sealy facility.

42.

At all times relevant hereto, Defendants knew that locking or sealing an individual inside one of Sealy's trailers was a dangerous and unsafe condition.

43.

At all times relevant hereto, Defendants knew that locking or sealing an individual inside one of Sealy's trailers would result in severe bodily harm and/or death of the individual.

44.

At all times relevant hereto, Defendants owed a duty to act reasonably to maintain a safe environment on their premises free from unreasonable hazards.

45.

At all times relevant hereto, Defendants owed a duty to not to create dangerous or hazardous conditions on their property.

46.

At all times relevant hereto, Defendants owed a duty to correct or terminate a dangerous or hazardous condition existing on their property.

47.

Given Defendants knowledge regarding Joshua's location at the subject property, at all times relevant hereto, Defendants owed a duty to Joshua to take reasonable steps to protect him from unsafe conditions and/or foreseeable danger.

48.

Given Defendants knowledge regarding Joshua's location at the subject property, at all times relevant hereto, Defendants owed a legal duty to warn Joshua of known perils present at the Sealy facility.

49.

At all times relevant hereto, Defendants owed Joshua a duty to refrain from causing a willful or wanton injury.

50.

Defendants breached the aforementioned duties.

51.

Defendants breached their legal duties by failing to warn Joshua, as a known trespasser, of the perils of locking each trailer. Doing so, without accounting for Joshua's whereabouts or searching each trailer was perilous as it was foreseeable Joshua would be locked in a trailer.

52.

Defendants breached their legal duties by failing to maintain a safe environment on their property and to not create and maintain dangerous conditions on their property.

53.

Defendants breached their duty to refrain from causing willful or wanton injury to Joshua.

54.

Despite having knowledge, suspicion, and/or concern that an unidentified individual had entered the Sealy facility, Defendants refused to locate the individual and instead chose to lock the trailers without checking inside for a potential known trespasser.

55.

Despite having actual knowledge that Joshua was the unidentified individual who had entered the Sealy facility, and despite having actual knowledge that Joshua was present on the property and most likely trapped inside one of the locked trailers,

Defendants took no steps to locate Joshua, took no action for the safety and well-being of Joshua, and otherwise failed to act reasonably in order to save Joshua's life.

56.

At all times relevant hereto, Defendants chose to safeguard their property rather than human life. This conduct was "so reckless or so charged with indifference to the consequences as to be the equivalent in spirit to actual intent." *Chrysler Corp. v. Batten*, 264 Ga. 723, 726 (1994).

57.

Joshua's injuries and death, and the damages to the Estate and beneficiaries of Joshua, were caused by the negligence, carelessness, and/or negligent acts or omissions of Defendants including, but not limited to, the following:

- (a) Instructing their employees to close and lock all of the trailers on the subject property based on the knowledge, concern, and/or suspicion that an unidentified individual had accessed the Sealy facility;
- (b) Failing to search all of the trailers on the subject property to ensure that the unidentified individual was not located within the trailers prior to sealing and locking the trailers at the Sealy facility;
- (c) Failing to take reasonable steps to search for Joshua after being alerted to his presence at the subject property;
- (d) Creating and maintaining a dangerous and hazardous condition at the Sealy facility despite knowing said condition would cause serious personal injuries or death to individuals present on the subject property;

- (e) Failing to correct or terminate a dangerous or hazardous condition existing at the Sealy facility despite knowing said condition would cause serious personal injuries or death to individuals present on the subject property;
- (f) Failing to implement adequate policies, measures, and procedures necessary to protect trespassers from being locked in trailers, including Joshua;
- (g) Negligently training and supervising Defendants' employees with regard to reasonable actions to take and/or reasonable procedures to implement in response to trespassers gaining access to the Sealy facility;
- (h) Negligently performing a voluntary undertaking of searching for Joshua after receiving notice of Joshua's presence at the subject property;
- (i) Failing to take any additional measures to find Joshua after being put on notice that he was present at the Sealy facility;
- (j) Failing to take adequate and reasonable measures to prevent trespassers from being trapped in trailers stored at the Sealy facility; and
- (k) Such other acts of negligence as may be uncovered during the course of discovery.

58.

Defendants were negligent *per se* for having committed acts or omissions inconsistent with their statutory duty under O.C.G.A. § 51-3-3 to refrain from causing a willful or wanton injury to trespassers, including Joshua.

59.

At all times relevant hereto, based on his then existing mental state, Joshua acted with reasonable care under the conditions and circumstances then existing and was completely free of any negligence or responsibility in causing or contributing to his death.

60.

As a direct, proximate, and foreseeable result of Defendants' negligence, carelessness, and/or negligent acts and omissions, Joshua suffered severe injuries, enormous physical and mental pain and suffering, and ultimately died.

61.

One or more of Defendants' wanton acts and omissions proximately caused Plaintiffs' damages alleged herein.

62.

Joshua's death was proximately caused by Defendants' failure to exercise due care to refrain from causing wanton injury and to warn of known perils.

63.

Based on Defendants' breach of their duties, outlined herein, Defendants are liable to Plaintiffs and Joshua's Estate as the subject incident was proximately caused by Defendants' breaches.

DAMAGES

64.

Plaintiffs reallege and incorporate by reference all paragraphs herein as if

recited verbatim.

65.

Defendants' negligence was a cause in fact and a proximate cause of the injuries to and the wrongful death of Joshua Armour.

66.

As a result of Defendants' actions and omissions, Joshua Armour sustained catastrophic injuries, conscious pain and suffering, fright, mental anguish, and ultimately became aware of his impending death due to being locked in a trailer.

67.

Plaintiffs seeks damage for personal injury, fright, terror, pain, suffering, past and future lost wages, and all other available damages as supported by the evidence.

68.

Plaintiff, as next friend and guardian of Ashton Armour and Adaiya Armour, claims damages for the wrongful death of Joshua Armour, the measure of which is the full value of Joshua Armour's life, including all economic and non-economic elements. As the anticipated Administrator of Joshua Armour's estate, Plaintiff seeks damages for personal injury, fright, terror, pain, suffering, funeral and burial, and medical expenses as supported by the evidence.

69.

As a result of Joshua Armour's injuries and death, Plaintiffs state their intention to seek all special, compensatory, general, incidental, consequential, economic, and other damages permissible under the laws of the State of Georgia,

including but not limited to:

- a) Personal injuries;
- b) Pain and suffering;
- c) Mental anguish, fright, shock, and terror;
- d) Funeral and burial expenses;
- e) Past lost wages;
- f) Future lost wages and earning capacity;
- g) The full value of Joshua Armour's life;
- h) Consequential damages to be proven at trial; and
- i) Punitive damages.

70..

Defendants acted with willful misconduct, malice, fraud, oppression, wantonness, and an entire want of care raising the presumption of a conscience indifference to the consequences. Accordingly, Plaintiffs are entitled to recover punitive damages from Defendants, in accordance with the enlightened conscience of an impartial jury, pursuant to O.C.G.A. § 51-12-5.1.

71.

Defendants intentionally, willfully, wantonly, and with full knowledge of the dangers posed by their actions upon learning of Joshua Armour's presence on their property callously refused to assist in searching for Armour, despite facts showing he was on their property, and instead chose to lock each trailer stored on their property. In conducting these actions, Defendants placed the protection of their property above

Joshua Armour's life. Accordingly, Plaintiffs are entitled to recover punitive damages from Defendants, in accordance with the enlightened conscience of an impartial jury, pursuant to O.C.G.A. § 51-12-5.1.

72.

As Defendants acted, or failed to act, with specific intent to cause harm, and/or as Defendants' acts and omissions are tantamount to such intent, Plaintiffs are entitled to an uncapped award of punitive damages from Defendants pursuant to O.C.G.A. § 51-12-5.1(f).

WHEREFORE, Plaintiffs pray that:

- a) Process issue as provided by law;
- b) Plaintiffs be awarded actual damages in amounts to be shown at trial from Defendants;
- c) Plaintiffs be awarded all general, special, compensatory, economic, punitive, and other allowable damages in accordance with the enlightened conscience of an impartial jury from Defendants and as permitted under Georgia law;
- d) Plaintiffs have a trial by jury; and
- e) Plaintiffs have such other relief as this Court deems just and proper.

PLAINTIFFS HEREBY DEMAND A TRIAL BY JURY.

Respectfully submitted this 16th day of January, 2025,

SINTON SCOTT MINOCK & KEREW

/s/ Mark R. Johnson _____

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