

IN THE CIRCUIT COURT OF PULASKI COUNTY, ARKANSAS

ARCAP ENVIRONMENTAL, LLC

PLAINTIFF

V.

CASE NO. _____

OAK TRUCK LINES, LLC

DEFENDANT

COMPLAINT

Comes ARCAP Environmental, LLC (“ARCAP”) by and through its attorneys, James, House, Swann, & Downing, P.A., and for its Complaint states:

1. On January 31, 2023, A truck owned by Oak Truck Lines, LLC (“Oak”), was traveling eastbound on I-40 near Forrest City, Arkansas, when the truck was involved in a motor vehicle accident. Oak’s tractor-trailer was hauling an adhesive chemical, which may have been paint.

2. White Motor Co., Inc. (“White”), a wrecker service, was retained by Oak to remove its truck and trailer from the accident site. White removed Oak’s truck and trailer from I-40 to its salvage lot located in Forrest City, Arkansas.

3. Once the truck and trailer were placed upon Oak’s property, the Oak truck was detached from the trailer. It was discovered that Oak’s trailer’s cargo contained an adhesive chemical substance believed to be paint. The paint was wrapped and maintained on “skirts” within the Oak trailer. Due to the Oak accident, the paint moved within the trailer, became detached from the wrapping and skirts, and the paint containers were damaged, all of which caused the paint to leak out of the trailer upon the White lot ground.

4. As a result of a possible environmental contamination, Oak was required to pay for the clean-up of the adhesive. See Arkansas ex rel. Bryant v. Dow Chem. Co., 981 F. Supp. 1170,

1174 (1997) (“Anyone who transports, disposes, or treats any hazardous waste in a manner likely to cause water or air pollution is liable for costs, expenses, and damages, including natural resource damages.”).

5. The White property is located near the Forrest City municipal water supply. Upon learning of the leak, White notified Oak that it needed to remove its cargo, the leaking paint, immediately. Oak failed to act. Due to the proximity of the White lot to the Forrest City municipal water supply, White was concerned that the paint would either drain or leak, through the ground, thereby contaminating the Forrest City water supply. Therefore, an emergency existed.

6. White contacted ARCAP Environmental, LLC (“ARCAP”) to remediate the paint spillage. ARCAP began working, stopped the leakage and remediated the damage, to White’s property caused by the paint leaking upon the White land.

7. ARCAP is a limited liability company organized under the laws of the State of Arkansas which provides environmental remediation and clean-up services.

8. White has assigned its rights to ARCAP, via an assignment which is attached hereto as Exhibit 1. As a result of ARCAP’s remediation actions, it has incurred costs equal to \$34,350.00. A true and correct copy of the Invoice is attached as Exhibit 2. ARCAP has made demand to Oak for payment of these costs, but Oak has refused to pay.

PARTIES, JURISDICTION, AND VENUE

9. ARCAP is a limited liability company organized under the laws of the State of Arkansas which provides environmental remediation and clean-up services. ARCAP’s principal place of business is in North Little Rock, Arkansas.

10. Oak is a Texas Limited Liability Company, whose principal place of business is 18658 Mines Road, Laredo, Texas 78045.

11. Oak's registered agent in Texas is Jose A. Lopez, located at 18658 Mines Road, Laredo, Texas 78045.

12. Oak's registered agent in Arkansas under their BOC3 processing agency is Trux, Inc., located at 3221 U.S. Highway 31 N, North Little Rock, Arkansas 72114.

13. Venue is proper in this County, as the ARCAP's principal office was in Pulaski County, at the time of event or omission giving rise to the cause of action. See Ark. Code. Ann. §16-60-101(a)(3)(B).

14. As this matter relates to facts which took place in Arkansas, this court has jurisdiction over the parties and the subject matter.

COUNT I **NEGLIGENCE**

15. ARCAP realleges and repleads each and every allegation contained in paragraphs 1 through 14 as if stated word for word.

16. Oak, as the owner of the truck and trailer and transporter of the hazardous materials, had a duty to ensure that the trailer and its contents were secure and would not leak hazardous materials, such as chemical adhesives. Further, in Arkansas, Oak, as a transporter of hazardous materials, such as the chemicals contained in Oak's trailer, is liable for costs, expenses, and damages, from the spillage of those chemicals upon White's property.

17. Oak breached that duty by allowing the adhesive chemicals in the trailer which ruptured within the trailer and spilled out of Oak's trailer upon White's land

18. As a proximate cause of Oak's breach of its standard of care, White's property was damaged, including the cost of cleanup and potential environmental harm that White had to incur to clean up the adhesive chemical, as a result. Pursuant to Exhibit 1, ARCAP is entitled to stand in the shoes of White, bring this action and claim its damages.

19. As a result, ARCAP is requests this Court enter judgment against Oak in the amount of \$34,350.00 as shown on ARCAP's Affidavit of account attached as Exhibit 3.

WHEREFORE, Plaintiff ARCAP respectfully prays that it have judgment for negligence against Defendant Oak, plus pre and post judgment interest, and all other just and proper relief.

COUNT II **NUISANCE**

20. ARCAP realleges and repleads each and every allegation contained in paragraphs 1 through 19 as if stated word for word.

21. Oak's conduct unreasonably interfered with the use and enjoyment of White's land when the chemical adhesive from their truck spilled onto White's property.

22. The Arkansas Supreme Court has held that any unwarranted, unreasonable, or unlawful use of property that causes a special injury to another's use and enjoyment of their property constitutes a private nuisance. *Gus Blass Dry Goods Co. v. Reinman*, 102 Ark. 287, 143 S.W.3d 1087 (1912); *Arkansas Release Guidance Foundation v. Needler*, 252 Ark. 194, 477 S.W.2d 821 (1972).

23. For example, in cases involving contamination or pollution, such as migration of contaminates onto another's property, courts have recognized these as nuisances when the harm is proven to be substantial and not speculative. *Cross v. Western Waste Indus.*, 2015 Ark. App. 476, 469 S.W.3d 820 (2015); *Peregrine Trading, LLC v. Rowe*, 2018 Ark. App. 176, 546 S.W.3d 518 (2018).

24. The harm here is not speculative, as White had to hire ARCAP to come and conduct the cleanup of the contaminated property, and ARCAP charged a specific amount for the cleanup. See Exhibit 2.

25. As a result, ARCAP requests this Court enter judgment against Oak in the amount of \$34,350.00, as shown on ARCAP's Affidavit of Account attached as Exhibit 3.

WHEREFORE, Plaintiff ARCAP respectfully prays that it have judgment for nuisance against Defendant Oak, plus pre and post judgment interest, and all other just and proper relief.

Respectfully submitted,

/s/ Brandon C. Cathey

Brandon C. Cathey, Bar No. 2023128

Charley E. Swann, Bar No. 2012149

Richard C. Downing, Bar No. 74038

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ASSIGNMENT OF CLAIM

The Assignment of Claim (the "Assignment") is made and effective on this ____ day of August, 2023

Between: White Motor Co., Inc. ("The Assignor").

And: ARCAP Environmental, LLC ("The Assignee").

FOR VALUE RECEIVED, the assignor hereby sells and transfers to the Assignee and its successors, assigns and personal representatives, all claims, demands, and cause or causes of action of any kind whatsoever which the undersigned has or may have against Oak Truck Lines, LLC and its agents, employees, assigns, etc. (collectively "Oak Truck") arising from:

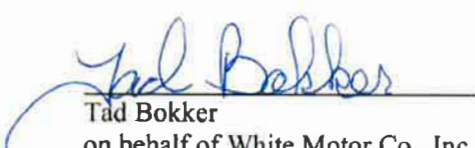
The agreement and/or contract entered into by Oak Truck and the Assignor wherein Oak Truck agreed it would pay for services relating to the clean-up and remediation associated with a motor vehicle collision that occurred on or about January 31, 2023 in St. Francis County, Arkansas.


Assignor and Assignee agree that Assignee may in his own name and for his own benefit prosecute, collect, settle, compromise and grant releases on said claim as it in his sole discretion deems advisable.

IN WITNESS WHEREOF, the parties have executed this Assignment on the day and year first above written.

ASSIGNOR:

ASSIGNEE:


Tad Bokker
on behalf of White Motor Co., Inc.


Charles Tankersley, on behalf of ARCAP
Environmental, LLC

DATE

DATE

ARCAP Environmental LLC
PO Box 1697
North Little Rock, AR 72115
US

Invoice



BILL TO

Oak Trucking

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
5226	12/31/2025	\$34,350.00	01/30/2026	Net 30	

DATE	ACTIVITY	QTY	RATE	AMOUNT
08/01/2025	25 Cleanup Supervisor on Scene	11	95.00	1,045.00
08/01/2025	Technician Ground Personnel	11	65.00	715.00
08/01/2025	Technician Ground Personnel	11	65.00	715.00
08/01/2025	Truck Driver	11	80.00	880.00
08/01/2025	Truck Driver	11	80.00	880.00
08/01/2025	Equipment Operator	11	85.00	935.00
08/01/2025	Medium Duty Excavator	11	140.00	1,540.00
08/01/2025	F550 Flatbed Truck per Day	1	500.00	500.00
08/01/2025	Dump Truck Dump Truck	11	140.00	1,540.00
08/01/2025	Dump Truck Dump Truck	11	140.00	1,540.00
08/02/2025	Project Manager Supervisor on Scene	12	95.00	1,140.00
08/02/2025	Technician Ground Personnel	12	65.00	780.00
08/02/2025	Truck Driver	12	80.00	960.00
08/02/2025	Truck Driver	12	80.00	960.00
08/02/2025	Equipment Operator	12	85.00	1,020.00
08/02/2025	Medium Duty Excavator	11	140.00	1,540.00
08/02/2025	F550 Flatbed Truck per Day	1	500.00	500.00

EXHIBIT 2

DATE	ACTIVITY	QTY	RATE	AMOUNT
08/02/2025	Dump Truck Dump Truck	12	140.00	1,680.00
08/02/2025	Dump Truck Dump Truck	12	140.00	1,680.00
08/03/2025	Project Manager Supervisor on Scene	10	95.00	950.00
08/03/2025	Technician Ground Personnel	10	65.00	650.00
08/03/2025	Technician Ground Personnel	10	65.00	650.00
08/03/2025	Truck Driver	10	80.00	800.00
08/03/2025	Equipment Operator	10	85.00	850.00
08/03/2025	Medium Duty Excavator	10	140.00	1,400.00
08/03/2025	F550 Flatbed Truck per Day	2	500.00	1,000.00
08/03/2025	Dump Truck Dump Truck	10	140.00	1,400.00
08/04/2025	Project Manager Supervisor on Scene	10	95.00	950.00
08/04/2025	Technician Ground Personnel	10	65.00	650.00
08/04/2025	Truck Driver	10	80.00	800.00
08/04/2025	Equipment Operator	10	85.00	850.00
08/04/2025	Mini Excavator per Hour	10	95.00	950.00
08/04/2025	F550 Flatbed Truck per Day	1	500.00	500.00
08/04/2025	Dump Truck Dump Truck	10	140.00	1,400.00

SUBTOTAL 34,350.00

TAX 0.00

TOTAL 34,350.00


BALANCE DUE **\$34,350.00**

AFFIDAVIT OF ACCOUNT

STATE OF ARKANSAS)
)ss
COUNTY OF PULASKI)

I, Charles Tankersley, state, under oath, the following:

1. I am over eighteen, of sound mind, and capable of making this Affidavit.
2. I the Principal of ARCAP Environmental, LLC ("ARCAP") and am familiar with its records as they pertain to Oak Truck Lines, LLC's account.
3. According to ARCAP's books and records, on January 31, 2023, White Motor Co., Inc. contacted and contracted with ARCAP to provide environmental remediation services for the benefit of Oak Truck Lines, LLC, to clean up adhesive chemicals which spilled as a result of an accident involving its truck.
4. On September 5, 2023, White assigned all claims it may have against Oak Truck Lines, LLC to ARCAP.
5. ARCAP began and finished clean-up services, and charged Oak Truck Lines, LLC in the amount of \$34,350.00 for services provided.
6. As of the date hereof, Oak Truck Lines, LLC has not made payment to ARCAP for the services provided.
7. These statements are true and correct to the best of my knowledge, information and belief.



Charles Tankersley

Subscribed and sworn to before me, a notary public, 5th day of January, 2026.



Notary Public

My Commission expires:

2/20/35

Notary Public
Charlene Becker
STATE of ARKANSAS | COUNTY of PULASKI
Commission #00004636 | Exp 02.20.2035

(S E A L)