

IN THE COUNTY COURT, EIGHTH JUDICIAL CIRCUIT, IN AND FOR ALACHUA COUNTY, FLORIDA
ALACHUA COUNTY COURTHOUSE, 201 E. UNIVERSITY AVENUE, P.O. BOX 600, GAINESVILLE, FLORIDA 32606

JOSE CHAVARRIA, Individually, and for
the use and benefit of
AMERICAN HOME ASSURANCE COMPANY,

Plaintiffs,

vs.

CASE NO.: 01 2008 CA 001779

JLG INDUSTRIES, INC.,
UNITED RENTALS, INC., and
GAINESVILLE REGIONAL UTILITIES,

DIVISION: J

Defendants.

SUMMONS

THE STATE OF FLORIDA:

TO EACH SHERIFF OF THE STATE: You are commanded to serve this Summons and a copy of the Complaint or Petition in
this action on the Defendant:

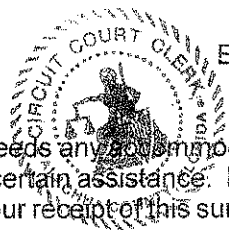
ROBERT HUNZINGER, General Manager
GAINESVILLE REGIONAL UTILITIES
301 SE 4th Avenue
Gainesville, FL 32601

Each defendant is required to serve written defenses to the complaint or petition on plaintiff's attorney, Sarah Clark Holloway, whose address is 1133 Sixteenth Street North, St. Petersburg, FL 33705, Florida Bar Number 28421, (727) 896-4499, within 30 days after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the clerk of this court either before service on plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

WITNESS my hand and the seal of this Court this 25 day of June, 2009.

J.K. "BUDDY" IRBY
CLERK OF THE COUNTY COURT

(SEAL)



By: [Signature]
DEPUTY CLERK

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Alachua County Court Administrator at (352) 374-3648, within 2 working days of your receipt of this summons. If you are hearing or voice impaired, call 1-800-955-8771.

FILE #10746

A True Copy
SADIE DARNELL, SHERIFF
ALACHUA COUNTY, FLORIDA
Served at 10:51 on the 19 Day
of June, 2009
BY [Signature] 7:50
AS DEPUTY SHERIFF

IN THE CIRCUIT COURT FOR ALACHUA COUNTY, FLORIDA
CIVIL DIVISION CASE NO.: 01-2008-CA-001779

JOSE CHAVARRIA, Individually, and for
the use and benefit of
AMERICAN HOME ASSURANCE COMPANY,

Plaintiff,

vs.

JLG INDUSTRIES, INC.,
UNITED RENTALS, INC., and
GAINESVILLE REGIONAL UTILITIES,

Defendants.

COMPLAINT

Plaintiff, JOSE CHAVARRIA, Individually, and for the use and benefit of AMERICAN HOME ASSURANCE COMPANY, sues the Defendants, JLG INDUSTRIES, INC., UNITED RENTALS, INC., and GAINESVILLE REGIONAL UTILITIES, and says:

1. This is an action for damages which exceed \$15,000.00, exclusive of prejudgment interest, attorney's fees and costs.
2. Venue is proper in Alachua County because incident which is the subject of this action occurred in Alachua County, Florida.
3. At all times material hereto, AUBREY SILVEY ENTERPRISES, INC. was a Foreign corporation insured by AMERICAN HOME ASSURANCE COMPANY, a corporation duly licensed to transact the business of insurance in and about the State of Florida.
4. At all times material hereto, JOSE CHAVARRIA was employed by AUBREY SILVEY ENTERPRISES, INC.
5. At all times material hereto, Defendant JLG INDUSTRIES, INC. (hereinafter JLG) was a Foreign corporation not authorized to conduct business in the State of Florida.

Defendant sells, consigns or leases its products through agents in the State of Florida; therefore, Defendant is subject to service of process through F.S. 48.181.

6. At all times material hereto, Defendant UNITED RENTALS, INC. (hereinafter UNITED) was a Foreign corporation authorized to conduct business in the State of Florida, and rented a Model 400S aerial work platform to AUBREY SILVEY ENTERPRISES, INC.

7. Defendant GAINESVILLE REGIONAL UTILITIES (hereinafter GRU) is a subdivision of the State of Florida.

8. Pursuant to Section 768.28(6)(a), Florida Statutes, the Plaintiffs have provided Notice of Claim to the appropriate agency within three (3) years after the claim accrued, a copy of said Notice being attached hereto as Exhibit "A".

9. On or about April 21, 2004, AUBREY SILVEY ENTERPRISES, INC. and its employee JOSE CHAVARRIA were performing work for Defendant GRU at Defendant GRU's power station located near 1000 SW 62nd Boulevard, Gainesville, Alachua County, Florida.

10. Defendant JLG manufactured a JLG Model 400S hydraulic lift, Serial No. 0300058042, which was being used by JOSE CHAVARRIA at the above time and place.

11. At all times material hereto, Defendant UNITED rented the JLG Model 400S hydraulic lift, Serial No. 0300058042, to AUBREY SILVEY ENTERPRISES, INC.

COUNT I
NEGLIGENCE AS TO JLG INDUSTRIES, INC.

12. Plaintiff realleges and reavers each and every allegation contained in Paragraphs 1 through 11 above, as though set forth in full herein.

13. Defendant JLG, had a duty to manufacture its products so as to not cause injury to users of its products.

14. Defendant, JLG, breached its duty by:

a. Failing to display safety signs and barricades;

b. Failing to warn Jose Chavarria of the hazardous conditions.

15. As a result of Defendant JLG's breaches of duty, on or about April 21, 2004, JOSE CHAVARRIA was subjected to a high voltage electrical charge.

16. As a direct and proximate result of the Defendant JLG's breaches of duty, JOSE CHAVARRIA suffered physical injuries and incurred medical expenses.

17. As a result of these injuries and medical expenses, AMERICAN HOME ASSURANCE paid the sum of \$915,980.31 in Worker's Compensation benefits on behalf of its Insured's employee, JOSE CHAVARRIA, and AMERICAN HOME ASSURANCE is entitled to subrogation pursuant to F.S. 440.39(2).

18. Pursuant to F.S. 440.39(3)(a), Plaintiff is entitled to attorney's fees.

WHEREFORE, Plaintiff, JOSE CHAVARRIA, Individually, and for the use and benefit of AMERICAN HOME ASSURANCE, demands Judgment against the Defendant, JLG INDUSTRIES, INC., in the amount of \$915,980.31, together with prejudgment interest, attorney's fees and the costs of this action.

COUNT II
NEGLIGENCE AS TO UNITED

19. Plaintiff realleges and reavers each and every allegation contained in Paragraphs 1 through 11 above, as though set forth in full herein.

20. Defendant UNITED, had a duty to maintain its products so as to not cause injury to users of its products.

21. Defendant, UNITED, breached its duty by:

- a. Failing to comply with all local, county, state and OSHA codes;
- b. Failing to provide safety equipment;
- c. Failing to display safety signs and barricades;
- d. Failing to warn Jose Chavarria of the hazardous conditions.

22. As a result of Defendant UNITED's breaches of duty, on or about April 21, 2004, JOSE CHAVARRIA was subjected to a high voltage electrical charge.

23. As a direct and proximate result of the Defendant UNITED's breaches of duty, JOSE CHAVARRIA suffered physical injuries and incurred medical expenses.

24. As a result of these injuries and medical expenses, AMERICAN HOME ASSURANCE paid the sum of \$915,980.31 in Worker's Compensation benefits on behalf of its Insured's employee, JOSE CHAVARRIA, and AMERICAN HOME ASSURANCE is entitled to subrogation pursuant to F.S. 440.39(2).

25. Pursuant to F.S. 440.39(3)(a), Plaintiff is entitled to attorney's fees.

WHEREFORE, Plaintiff, JOSE CHAVARRIA, Individually, and for the use and benefit of AMERICAN HOME ASSURANCE, demands Judgment against the Defendant, UNITED RENTALS, INC., in the amount of \$915,980.31, together with prejudgment interest, attorney's fees and the costs of this action.

COUNT II
NEGLIGENCE AS TO GRU

26. Plaintiff realleges and reavers each and every allegation contained in Paragraphs 1 through 11 above, as though set forth in full herein.

27. Defendant, GRU, had a duty to perform its work in a workmanlike manner in accordance with all local, county, state and OSHA codes so as to not cause injury to workers or invitees.

28. Defendant, GRU, breached its duty by:

- a. Failing to shut off electricity at the work site during construction.
- b. Failing to comply with all local, county, state and OSHA codes;
- c. Failing to provide safety equipment;
- d. Failing to display safety signs and barricades;
- e. Failing to warn Jose Chavarria of the hazardous conditions.

29. As a result of Defendant JLG's breaches of duty, on or about April 21, 2004, JOSE CHAVARRIA was subjected to a high voltage electrical charge.

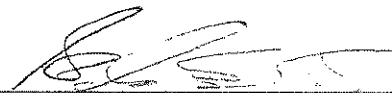
30. As a direct and proximate result of the Defendant GRU's breaches of duty, Jose Chavarria suffered physical injuries and incurred medical expenses.

31. As a result of these injuries and medical expenses, AMERICAN HOME ASSURANCE COMPANY paid the sum of \$915,980.31 in Worker's Compensation benefits on behalf of its Insured's employee, JOSE CHAVARRIA, and AMERICAN HOME ASSURANCE COMPANY is entitled to subrogation pursuant to F.S. 440.39(2).

32. Pursuant to F.S. 440.39(3)(a), Plaintiff is entitled to attorney's fees.

WHEREFORE, Plaintiff, JOSE CHAVARRIA, Individually, and for the use and benefit of AMERICAN HOME ASSURANCE COMPANY, demands Judgment against the Defendant, GAINESVILLE REGIONAL UTILITIES, in the amount of \$915,980.31, together with prejudgment interest, attorney's fees and the costs of this action.

DATED this 17 day of April, 2008.


SARAH CLARK HOLLOWAY, ESQUIRE
1133 - 16th Street North
St. Petersburg, FL 33705 (kg)
(727) 821-9778; Fax (727) 822-4822
SPN: 94742; FBN: 284211
ATTORNEY FOR PLAINTIFF
FILE #P10729