

**LEGISTAR NO.**

**150591**

**IN THE CIRCUIT COURT OF THE  
EIGHTH JUDICIAL CIRCUIT IN AND  
FOR ALACHUA COUNTY, FLORIDA**

**ANTHONY ARSALI,**

**CASE NO.**

**Plaintiff,**

**CIVIL DIVISION**

**v.**

**CITY OF GAINESVILLE d/b/a  
GAINESVILLE REGIONAL UTILITIES, a  
political subdivision of the State of Florida,**

**Defendant.**

---

**COMPLAINT**

Plaintiff ANTHONY ARSALI hereby sues Defendant CITY OF GAINESVILLE d/b/a GAINESVILLE REGIONAL UTILITIES, and alleges as follows:

1. This is an action for damages in excess of \$15,000.00, exclusive of costs, interest and attorney's fees.
2. This action is brought by Plaintiff ANTHONY ARSALI.
3. This is an action for negligence under Florida common law.
4. Defendant CITY OF GAINESVILLE d/b/a GAINESVILLE REGIONAL UTILITIES (GRU or Defendant), is a governmental municipality and political subdivision of the State of Florida, organized and existing under the laws of the State of Florida as defined in Fla. Stat. § 768.28; that all conditions precedent to the institution of the litigation have been met; timely written notice of this claim has been provided to GRU in compliance with Fla. Stat. § 768.28.
5. On September 9, 2015, Plaintiff was issued a Certificate of Title to the home located at 610 NW 39<sup>th</sup> Dr, Gainesville, FL 32607 ("Plaintiff's home").

6. On September 10, 2015, Plaintiff submitted a request on the GRU website to start water service at Plaintiff's home.

7. Sometime prior to 3:00 p.m. on September 11, 2015, GRU sent its representative to Plaintiff's home to turn on the water at the water meter. After turning on the water at the water meter, the GRU representative left Plaintiff's home and made a request for a new meter to be installed later that day. When GRU's second representative arrived to replace the meter, approximately 3,000 gallons of water flowed through the meter and into Plaintiff's home. GRU then shut off the water at the meter.

8. At around 3:00 p.m. that afternoon, GRU's representative, Louis, called Plaintiff to inform him of the water flow into the subject home.

9. Plaintiff's younger brother arrived at Plaintiff's home within 15 minutes of the call. Plaintiff's brother found the house flooded. Approximately 3,000 gallons of water had flowed from open valves to the bathrooms, kitchen and all three bedrooms.

10. The water was dried that afternoon to limit the damage to Plaintiff's home.

11. GRU, by and through its agents, servants and employees, while exercising an operational function, was careless and negligent in the handling and supervision of starting water service at Plaintiff's home.

12. GRU, by and through its agents, servants and employees, failed to warn Plaintiff to confirm that all valves in the home were closed prior to submitting a request on the GRU website to start water service at Plaintiff's home.

13. GRU, by and through its agents, servants and employees, failed to take appropriate precautions and failed to use reasonable care by turning on water at the water meter and leaving the

premises without confirming that water was not flowing through the meter and by allowing approximately 3,000 gallons of water to flow into Plaintiff's home.

14. GRU should have foreseen that turning on water and leaving the premises without confirming that water was not flowing through the meter could flood the home and cause extensive damage.

15. GRU, by and through its agents, servants and employees, had a duty to take appropriate precautions and use reasonable care in turning on water at the water meter at Plaintiff's home such as observing the meter to confirm that no water was flowing to the home or if the water meter was defective, to shut off water at the meter.

16. GRU had a duty to warn its customers to confirm that all valves in the home were closed prior to submitting a request on the GRU website to start water service.

17. GRU's conduct created a foreseeable zone of risk, creating a duty on GRU to lessen the risk or take precautions to protect Plaintiff's home from harm. GRU failed in the exercise of its duties.

18. The duties owed by GRU are non-delegable and cannot be extended to Plaintiff, who is within the class said duties are intended to protect.

19. GRU is vicariously liable for acts or omissions of its agents, servants, subcontractors and employees.

20. That as a direct and proximate result of the above described negligence by GRU, Plaintiff has sustained damages including, but not limited to the following:

- a. Expenses to replace the hardwood floors in the three bedrooms.
- b. Expenses to replace the cabinets in the two bathrooms and kitchen.
- c. Expenses for mold remediation.

- d. Expenses for restoration of additional areas damaged by the water flow and mold.
- e. Expenses for alternative accommodations and expenses for the delay in making the home available for occupancy.

WHEREFORE, Plaintiff demands judgment against GRU for damages and costs, and such other and further relief as this Court deems just, equitable, and proper under the circumstances and demands a trial by jury.

DATED this 3rd day of November 2015.

/s/ Anthony A. Arsali  
Anthony A. Arsali, Esq.  
Florida Bar No. 68150  
Arsali LLC  
515 N Flagler Drive, Suite P-300  
West Palm Beach, FL 33401  
Telephone: (561) 370-7428  
Email: aarsali@arsalilaw.com