

LEGISTAR NO.

140601

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

CURLEE BROWN, SR.,

Plaintiff,

v.

CITY OF GAINESVILLE, a municipality
of the State of Florida, and
GAINESVILLE REGIONAL
TRANSIT SYSTEM,

Defendants.

CASE NO.: 2014 CA 4267

CIVIL DIVISION: 

COMPLAINT

COMES NOW, Plaintiff CURLEE BROWN, SR. ("Plaintiff"), by and through his undersigned attorneys, and hereby files this Complaint against Defendants CITY OF GAINESVILLE ("Defendant CITY") and GAINESVILLE REGIONAL TRANSIT SYSTEM ("Defendant GRTS"), and alleges the following:

GENERAL ALLEGATIONS

1. This is an action for damages in excess of Fifteen Thousand Dollars (\$15,000.00), exclusive of attorney fees, costs, and interest.
2. At all times material hereto, Plaintiff was and is a resident of Alachua County, Florida.
3. At all times material hereto, Defendant CITY was and is a Florida subdivision and municipality located within Alachua County, Florida.
4. At all times material hereto, Defendant GRTS was and is an official agency or subdivision of Defendant CITY and located within Alachua County, Florida.

5. In addition to the Summons and Complaint, Defendants are being served with the following discovery:

- a. Plaintiff's First Request for the Production of Documents to Defendants;
- b. Plaintiff's First Interrogatories to Defendants; and
- c. Plaintiff's First Requests for Admissions to Defendants.

6. This Court has jurisdiction over the subject matter of this action.

7. This Court has jurisdiction over the parties named herein.

8. Venue is proper in Gainesville, Alachua County, Florida, pursuant to Florida Statute § 47.011, because the incident from which this cause of action arises, occurred on Archer Road and 23rd Street, in Gainesville, Alachua County, Florida.

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

9. At all times hereto, and specifically on January 10, 2011, Plaintiff, was a passenger on a bus operated by GRTS.

10. Upon information and belief, at all times material hereto, and specifically on January 10, 2011, Defendant CITY, a Florida subdivision and municipality owned and/or maintained, the Gainesville Regional Transit System which operated the bus that was involved in the incident which brought cause for this action.

11. Upon information and belief, at all times material hereto, and specifically on January 10, 2011, Defendant GRTS, an agency of Defendant CITY, operated and/or maintained the bus that was involved in the incident which brought cause for this action.

12. On that date, Plaintiff was a passenger on said bus operated by Defendant GRTS which was on Archer Road and 23rd Street in Gainesville, Alachua County, Florida.

13. At that time and place, Plaintiff entered said bus and before Plaintiff could safely secure a seat or himself in a safe position on said bus, the bus driver negligently and carelessly pulled away from the curb proceeding down the roadway causing Plaintiff to fall to the floor.

COUNT I
NEGLIGENCE OF CITY OF GAINESVILLE

14. Plaintiff re-states and re-alleges the allegations contained in paragraphs 1 through 13 of this Complaint, as if fully stated herein.

15. At all times referred to herein, Defendant CITY owed a duty to Plaintiff to ensure that employees perform their work in a reasonably safe manner, so as to not create a dangerous condition for patrons.

16. Defendant CITY breached this duty when the driver of said bus negligently and carelessly pulled away from the curb and proceeded down the roadway without confirming that all passengers including Plaintiff were safely secure in their seats or positioned on the bus in a secure manner so as to avoid the possibility of falling upon movement of said bus.

17. As a direct and proximate result of the negligence of Defendant CITY, Plaintiff suffered the following damages, in whole or in part:

- a. Bodily injury, past and future ;
- b. Resulting pain and suffering in the past and the future;
- c. Disability and physical limitations in the past and the future;
- d. Loss of enjoyment of life;
- e. Loss of capacity for the enjoyment of life;
- f. Loss of wages;
- g. Loss of ability to earn wages in the future;
- h. Medical expenses in the past and the future including, but not limited to, the cost of hospitalization, medical and surgical treatment,

- i. Mental anguish in the past and the future;
- j. Aggravation of pre-existing conditions;

18. These losses are permanent and/or continuing in nature and Plaintiff, will suffer these losses into the future.

19. Should the trier of fact determine that Plaintiff has not sustained a “threshold” injury as a result of the subject collision, Plaintiff claims the right to reimbursement for such economic damages, including but not limited to medical bills and lost wages that have not been paid from no-fault insurance and other collateral sources.

WHEREFORE, Plaintiff CURLEE BROWN, SR. demands judgment against Defendant CITY OF GAINESVILLE, for all damages, post-judgment interest, costs of these proceedings, and all other such relief as is available under the law.

COUNT II
NEGLIGENCE OF GAINESVILLE REGIONAL TRANSIT SYSTEM

20. Plaintiff re-states and re-alleges the allegations contained in paragraphs 1 through 19 of this Complaint, as if fully stated herein.

21. At all times referred to herein, Defendant GRTS owed a duty to Plaintiff to perform work in a reasonably safe manner, so as to not create a dangerous condition for patrons.

22. Defendant GRTS breached this duty when the driver of said bus negligently and carelessly pulled away from the curb and proceeded down the roadway without confirming that all passengers including Plaintiff were safely secure in their seats or positioned on the bus in a secure manner so as to avoid the possibility of falling upon movement of said bus.

23. As a direct and proximate result of the negligence of Defendant GRTS Plaintiff suffered the following damages, in whole or in part:

- a. Bodily injury, past and future;
- b. Resulting pain and suffering in the past and the future;
- c. Disability and physical limitations in the past and the future;
- d. Loss of enjoyment of life;
- e. Loss of capacity for the enjoyment of life;
- f. Loss of wages;
- g. Loss of ability to earn wages in the future;
- h. Medical expenses in the past and the future including, but not limited to, the cost of hospitalization, and medical and surgical care;
- i. Mental anguish in the past and the future;
- j. Aggravation of pre-existing conditions;

24. These losses are permanent and/or continuing in nature and Plaintiff, will suffer these losses into the future.

25. Should the trier of fact determine that Plaintiff has not sustained a “threshold” injury as a result of the subject collision, Plaintiff claims the right to reimbursement for such economic damages, including but not limited to medical bills and lost wages that have not been paid from no-fault insurance and other collateral sources.

WHEREFORE, Plaintiff CURLEE BROWN SR. demands judgment against Defendant GAINESVILLE REGIONAL TRANSIT SYSTEM, for all damages, post-judgment interest, costs of these proceedings, and all other such relief as is available under the law.

COUNT III
RESPONDEAT SUPERIOR/VICARIOUS LIABILITY

26. Plaintiff re-states and re-alleges the allegations contained in paragraphs 1 through 25 of this Complaint, as if fully stated herein.

27. On or about January 10, 2011, the driver of the bus was an employee and/or servant of both Defendant CITY and Defendant GRTS.

28. All employers are vicariously liable for the negligent actions of their employees and/or agents.

29. As a direct and proximate result of the negligence of the driver of said bus owned, operated, maintained, and managed by Defendant CITY and Defendant GRTS, Plaintiff suffered the following damages, in whole or in part:

- a. Bodily injury, past and future;
- b. Resulting pain and suffering in the past and the future;
- c. Disability and physical limitations in the past and the future;
- d. Loss of enjoyment of life;
- e. Loss of capacity for the enjoyment of life
- f. Loss of wages;
- g. Loss of ability to earn wages in the future;
- h. Medical expenses in the past and the future including, but not limited to, the cost of hospitalization, and medical and surgical treatment;
- i. Mental anguish in the past and the future;
- j. Aggravation of pre-existing conditions.

30. These losses are permanent and/or continuing in nature and Plaintiff, will suffer these losses into the future.

31. Should the trier of fact determine that Plaintiff has not sustained a "threshold" injury as a result of the subject collision, Plaintiff claims the right to reimbursement for such economic damages, including but not limited to medical bills and lost wages that have not been paid from no-fault insurance and other collateral sources.

32. Plaintiff served his ante litem notice of claim upon Gainesville Regional Transit System on January 24, 2012. (Attached hereto, made part hereof, and marked as Exhibit "A," is Plaintiff's Notice of Claim.)

33. Plaintiff served his ante litem notice of claim upon the City of Gainesville on January 24, 2012.

34. All conditions precedent have been satisfied or waived.

WHEREFORE, Plaintiff CURLEE BROWN SR., demands judgment against Defendant CITY and Defendant GRTS for all damages, post-judgment interest, costs of these proceedings, and all other such relief as is available under the law.

This 3rd day of December, 2014.

Respectfully submitted,

THE CHESTNUT FIRM, LLC

Christopher Chestnut

CHRISTOPHER M. CHESTNUT

Florida Bar No.: 0022409

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WINTER WHEELER

Florida Bar No.: 0030653

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303 Peachtree Street, NE

Suite 4150

Atlanta, GA 30308

(470)428-2120 office

(855)377-2667 fax

Attorneys for Plaintiff

Exhibit "A"
Plaintiff's Notice of Claim



THE CHESTNUT FIRM

CERTIFIED MAIL/RETURN RECEIPT REQUESTED
7011 1570 0001 4930 6984

January 24, 2012

Marion Radson, City Attorney
City Attorney, Gainesville, FL
200 E. University Avenue, Room 425
P.O. Box 490, Station 46
Gainesville, FL 32601

Regional Transit System
Risk Management
Station 5, P. O. Box 490
Gainesville, FL 32602-0490

Kevin M. McCarty, Insurance Commissioner
Department of Financial Services
200 East Gaines Street
Tallahassee, FL 32399

Craig Lowe, Mayor
City of Gainesville
200 E. University Ave.
Gainesville, FL 32601

NOTICE OF CLAIM

On behalf of Curlee Brown, Sr., pursuant to Florida Statutes §768.28(6) we hereby serve this written notice of claim based upon the following allegations:

- 1) Name and address of the Claimant: Curlee Brown, Sr., 3320 SW 32nd Terrace, Apt. A, Gainesville, FL 32608.
- 2) Date, time and place of incident: January 10, 2011, 951 Archer Road & SW 23rd Street, Gainesville, FL 32608.
- 3) Description of the injury and damage: On or about said date, Regional Transit System driver failed to wait for Mr. Brown to find his seat. As the driver pulled away he immediately came to a stop which caused Mr. Brown to jolt forward. Mr. Brown attempted to brace himself and fell to his knees. Mr. Brown, a resident of Gainesville, Florida incurred significant personal injuries including, but not limited to, hip strain/sprain, knee pain/strain, cervical sprain/strain. Lumbar sprain/strain, and low back pain.
- 4) Name of agents or employees of City or independent agency involved: Regional Transit System
- 5) Statement of relief sought: All damages as allowable by law.

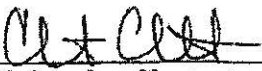


THE CHESTNUT FIRM

- 6) There exist no prior adjudicated claims in excess of Two Hundred Dollars.
- 7) Date and place of birth of Claimant: January 7, 1936, Alachua, Alachua County.
- 8) Social Security Number of Claimant: [REDACTED]

I trust this claim can be resolved within the statutory time period. If you believe this notice of claim is defective in any way please notify us immediately.

Sincerely,
The Chestnut Firm, LLC



Christopher Chestnut
Attorney for Curlee Brown, Sr.

IN THE CIRCUIT COURT OF THE EIGHTH JUDICIAL CIRCUIT
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CURLEE BROWN, SR.,

Plaintiff,

v.

CITY OF GAINESVILLE, a municipality
of the State of Florida, and
GAINESVILLE REGIONAL
TRANSIT SYSTEM,

Defendants.

CASE NO.:

CIVIL DIVISION:

CERTIFICATE OF SERVICE

I CERTIFY that a true and correct copy of the foregoing has been furnished to: **Nicolle M. Shalley**, *Attorney for Defendant City of Gainesville*, P.O. Box 490, Station 46, Gainesville, Florida 32627, **Mark Benton**, *Department of Budget and Finance for Defendant*, PO Box 490, Station 8 Gainesville, FL 32627, **Regional Transit Systems**, Jesus M. Gomez, Station 5, P.O. Box 490, Gainesville, Florida 32627, **Kevin M. McCarty**, *Insurance Commissioner, Department of Financial Services*, 200 East Gaines Street, Tallahassee, Florida 32399, and **Ed Braddy**, *Mayor, City of Gainesville*, Florida, 200 E. University Ave., Gainesville, Florida 32627 via Service of Process on this 3rd day of December, 2014.

[Signature on following page]

Respectfully submitted,

THE CHESTNUT FIRM, LLC

Christopher Chestnut

CHRISTOPHER M. CHESTNUT

Florida Bar No.: 0022409

Chris.Chestnut@chestnutfirm.com

WINTER WHEELER

Florida Bar No.: 0030653

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303 Peachtree Street, NE Suite 4150

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(470)428-2120 office

Attorneys for Plaintiff

This signature page is attached to the Complaint filed in Curlee Brown, Sr. v. City of Gainesville and Gainesville Regional Transit System.

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

CURLEE BROWN, SR.,

Plaintiff,

v.

CASE NO.: 2014 CA 4267

CIVIL DIVISION: 12

CITY OF GAINESVILLE, a municipality
of the State of Florida and,
GAINESVILLE REGIONAL
TRANSIT SYSTEM,

Defendants.

_____ /

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff CURLEE BROWN, SR., by and through his undersigned attorneys, hereby demands trial by jury of all issues so triable.

This 3rd day of December, 2014.

Respectfully submitted,

THE CHESTNUT FIRM, LLC

Christopher Chestnut

CHRISTOPHER M. CHESTNUT

Florida Bar No.: 0022409

Chris.chestnut@chestnutfirm.com

WINTER WHEELER

Florida Bar No.: 0030653

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Attorneys for Plaintiff

From: portal@myfloridacourts.com
Subject: Filing Received
Date: Wednesday, December 03, 2014 2:46:33 PM

Dear Christopher M Chestnut:

This email verifies the receipt of 4 documents submitted by you to Alachua Circuit Civil on 12/03/2014 02:47:43 PM.

UCN:

Clerk Case #: NEW CASE
Case Style: Curlee Brown Sr VS City of Gainesville et al.
Document Title: Civil Cover Sheet - Jury Trial Unknown
Complaint-Circuit
Summons-Circuit
Summons-Circuit

Matter #:

Total Filing Fees: \$420.00
Statutory Convenience Fee: \$12.60
Total Paid: \$432.60
Paid By: Pay By Credit/Debit Card
MyFloridaCounty Receipt #: 11721220

The E-Portal reference number of this filing is: 21191758. Please reference this Filing # in any correspondence.

We will notify you when processing is complete.

This is a non-monitored email. Do not reply directly to it. If you have any questions about this filing please contact the Alachua Circuit Civil division.

Thank you,
The Florida Courts E-Filing Portal