

IN THE CIRCUIT COURT FOR THE 15TH
JUDICIAL CIRCUIT IN AND FOR PALM
BEACH COUNTY, FLORIDA

TARIN SAROKA, individually and as
the Personal Representative of the
Estate of **ALAN BAZINET**,

CIVIL DIVISION

CASE NO.

Plaintiff,

vs.

**THE CASTILLA AND GODOY
COMPANIES, INC.**

Defendant.

_____ /

COMPLAINT FOR DAMAGES AND DEMAND FOR JURY TRIAL

Plaintiff, TARIN SAROKA, individually, and as the Personal Representative of the Estate of Alan Bazinet, hereby sues Defendant THE CASTILLA AND GODOY COMPANIES, INC. (“Castilla and Godoy”) a Florida corporation for profit, for damages and in support thereof, states:

JURISDICTION AND VENUE

1. This is an action for damages in excess of the minimal jurisdictional limits of this Court, exclusive of costs and interest and otherwise within the jurisdiction of this Court.
2. Venue is proper in this Court because the events giving rise to this action occurred in Palm Beach County, Florida.

PARTIES

3. At all times material, Plaintiff TARIN SAROKA was and is a resident of

Smyrna, Georgia and is otherwise *sui juris*. Plaintiff is the surviving daughter of Alan Bazinet. She is the duly appointed Personal Representative of the Estate of Alan Bazinet, deceased. Plaintiff brings this action on behalf of herself, individually, as statutory survivor, and on behalf of the Estate of Alan Bazinet. Plaintiff is the only statutory survivor of Alan Bazinet. At the time of his death, Alan Bazinet was a resident of Lake Worth, Florida.

4. At all times material, Defendant Castilla and Godoy was and is a Florida corporation for profit, registered and authorized to do business in the State of Florida with its principal place of business at 2013 N. Dixie Highway, Lake Worth, Florida, and conducting business in Palm Beach County, Florida.

5. At all times material, Defendant Castilla and Godoy owned, managed, and/or operated a construction company that was hired to remodel a condominium apartment in the Cove Condominium complex located at 2784 South Ocean Boulevard, # 202, Palm Beach, Florida (“the Project”).

6. At all times material, Castilla and Godoy was acting as the General Contractor for the Project.

7. At all times material, Defendant Castilla and Godoy exercised jurisdiction and control over the construction operation at the subject Project premises and over its employees, officers, administrators, representatives, servants and/or subcontractors.

8. Defendant Castilla and Godoy further exercised jurisdiction and control over the procedures which its employees, officers, administrators, representatives, servants and/or subcontractors had the privilege and obligation to perform.

GENERAL ALLEGATIONS

9. At all times material, Alan Bazinet, deceased, worked as an electrician on the Project. At the time of his death, on September 23, 2010, Alan Bazinet was 52 years old. He is survived solely by his daughter, Plaintiff, Tarin Saroka. Mr. Bazinet had one 3-year-old granddaughter with whom he had a very close relationship.

10. In the morning of September 23, 2010, Alan Bazinet was working at the Project, performing electrical work in the apartment. He had the main electrical panel board, commonly called a breaker box, in the "off" position.

11. On that morning, the General Contractor's employee, Sergio Castilla, arrived at the construction site and flipped the main breaker to the "on" position. Mr. Castilla turned the electricity on in the apartment without checking to see if anyone was in the apartment working on the electrical components.

12. As a result of turning on the breaker, Alan Bazinet sustained an electrical shock which caused injury and burns to his fingers.

13. Sergio Castilla heard Alan Bazinet yell out that he had been "zapped." He was well aware that his action in turning on the breaker had resulted in a shock to Mr. Bazinet.

14. The electric panel was not enclosed with a cover designed for that purpose, but rather, was merely covered by a piece of cardboard by Castilla and Godoy.

15. Castilla and Godoy did not place any caution signs, warnings or instructions present on the electrical panel/breaker box instructing workers on the Project to check for people working on electrical matters before turning the breaker to the "on" position.

16. Castilla and Godoy created a serious hazard for workers on the job site, including Alan Bazinet, by failing to enclose or cover the electric panel with a properly designed cover and/or to ensure that it was properly covered.

17. It is reasonably expected and virtually certain that a person who gets shocked by 110 volts of electricity will be injured and/or could die from such shock.

18. After causing Mr. Bazinet to be shocked, Mr. Castilla turned off the main breaker but did not ensure that someone else on the job site could turn the breaker back on and shocking Mr. Bazinet again.

19. The General Contractor did not conduct a safety meeting with the workers on the job site to ensure that such an incident did not reoccur.

20. As a consequence of Mr. Castilla's failure to take appropriate safety actions with respect to the electric panel, later in the morning of September 23, 2010, the main breaker was turned on again.

21. Alan Bazinet who was still working on electrical outlets in the apartment, sustained yet another electrical shock. No safety meeting was conducted with the Project workers after the second shock occurred.

22. Around 1:00 p.m. on September 23, 2010, Mr. Bazinet was still performing electrical work in the apartment when the main breaker was turned on yet again. This time, the severe electrical shock caused Alan Bazinet to fall over the top of the cabinet where he was working in the bathroom. He was found there by a handyman working on the job site. Alan Bazinet was unresponsive.

23. Palm Beach Fire Rescue was called to the job site and immediately

administered emergency treatment to Mr. Bazinet. Fire Rescue transported him to JFK Hospital in Lantana where he was pronounced dead.

24. An autopsy performed on Alan Bazinet ruled that his cause of death was electrocution.

COUNT I

INTENTIONAL TORT CLAIM AGAINST DEFENDANT THE CASTILLA & GODOY, INC.

Plaintiff TARIN SAROKA realleges and readopts paragraphs 1 through 24 as if fully set forth herein and further alleges as follows:

25. At all times material, Castilla and Godoy, Inc. was the General Contractor on the Project where Alan Bazinet was electrocuted. Sergio Castilla was an employee of Defendant Castilla and Godoy, Inc., and was in the course and scope of his employment with Castilla and Godoy at the time of the incident.

26. At all times material, Castilla and Godoy was in possession, custody, and control of the job site with the express and/or implied permission of the apartment owners.

27. At all times material, Castilla and Godoy employed, hired, retained, trained, controlled, supervised, contracted, and/or directed Sergio Castilla.

28. At all times material, Castilla and Godoy was and is legally liable for all acts of gross negligence and intentional torts of, Sergio Castilla, as set forth herein.

29. At all times material, Castilla and Godoy held the subject job site under its jurisdiction and control, out as a safe and secure construction site and encouraged

workers, including Alan Bazinet, to work there.

30. At all times material, Castilla and Godoy owed a duty to Alan Bazinet and other employees to maintain the job site in a reasonably safe condition, and to adequately supervise and ensure that adequate and appropriate safety measures were in place and were being followed and/or enforced.

31. On September 23, 2010, Defendant Castilla and Godoy, through its employee and agent, Sergio Castilla, was grossly negligent in the operation, management and control of the Project, in conscious disregard of consequences to the safety of others. The conduct of Mr. Castilla on that date and time was severe and egregious enough to constitute an intentional tort.

32. At the Project, Castilla and Godoy permitted the workers to perform their work so as to be exposed to contact with electrical fixtures, lampholders, lamps, rosettes, and receptacles with "live" parts. Workers, including Alan Bazinet, were exposed to energized receptacles and light switches. The General Contractor had a duty to ensure that the workers were not exposed to such life threatening hazards and dangers.

33. Castilla and Godoy permitted the workers at the Project to perform their work in proximity to energized electric power circuits. The workers, including Alan Bazinet, were not protected against electric shock by deenergizing and grounding the circuits or effectively guarding the circuits by insulation or other means. The General Contractor had a duty to ensure that the workers were not exposed to such life threatening hazards and dangers.

34. On September 23, 2010, Alan Bazinet had followed his company's policy and

was working with the electrical power shut off. While he was performing electrical work in the apartment he turned the main breaker off.

35. On September 23, 2010, while Alan Bazinet was installing electrical outlets in the living room of the apartment, Sergio Castilla entered the apartment and turned on the main electrical breaker without first ensuring that his actions would not cause harm to anyone working in the apartment.

36. Mr. Castilla's actions were virtually certain to cause injury and, in fact, did cause an electrical shock injury to Alan Bazinet, resulting in burns to his hands and other injuries to his body.

37. Once Mr. Castilla caused Alan Bazinet to be shocked the first time, he was on actual notice that Mr. Bazinet was performing electrical work in the apartment and on notice that safety measures must be taken to ensure that no one else received electrical shocks.

38. Mr. Castilla knew or should have known that electrical shocks were virtually certain to result in injury or death to the workers at the Project, including Alan Bazinet. It is within the realm of common knowledge and experience that electrical shocks are virtually certain to cause injury and/or death.

39. Once Mr. Castilla was aware that Alan Bazinet was performing electrical work in the apartment, as the General Contractor on the Project he had a duty to ensure that no one else turned the main breaker box on and/or that no one else, including Alan Bazinet, was shocked.

40. Based on the explicit warning of the vulnerability of workers on the job site

due to electrical shock and the know danger, the General Contractor lack of action was virtually certain to result in further injury or death.

41. After Alan Bazinet alerted Mr. Castilla to the fact that he had been shocked, Alan Bazinet was unaware of any further risk of electrical shocks because the main breaker was turned off.

42. Danger of the main breaker box being turned on again and shocking Mr. Bazinet again was not apparent to Mr. Bazinet as he continued to perform electrical work in the apartment. It was reasonable for him believe that the General Contractor had remedied the situation and eliminated the danger.

43. Despite having caused electrical shock to Alan Bazinet in the morning of September 23, 2010, Sergio Castilla failed to ensure that the main breaker box could not be turned on while Alan Bazinet was performing electrical work in the apartment. His willful indifference to the workers' safety in light of the extremely dangerous nature of electricity is worse than gross negligence.

44. In the meantime, thinking that he was safe with the electricity turned off, Alan Bazinet continued performing electrical work in the apartment.

45. Later in the morning of September 23, 2010, the breaker was turned on again while Alan Bazinet was performing electrical work. Once more, Alan Bazinet received an electrical shock. By the time of the second electrical shock of the day, Mr. Bazinet, whose hands had been burned as result of the first shock, was experiencing chest pains.

46. Sergio Castilla's and Castilla and Godoy's failure to ensure that the main breaker box was secured so as to avoid further electrical shocks to workers on the job site,

including Alan Bazinet, was in conscious disregard of the consequences to the safety of workers on the job site, and to Alan Bazinet in particular, and in gross dereliction of their duty as General Contractors for the job site.

47. Sergio Castilla's and Castilla and Godoy's failure to provide a proper cover for the main breaker panel and to ensure that workers on the job site, including Alan Bazinet, were not exposed to contact with energized electrical receptacles and circuits was in conscious disregard of the consequences to the safety of workers on the job site, and to Alan Bazinet in particular.

48. On September 23, 2010, Sergio Castilla's and Castilla and Godoy's acts and omissions rose to the level of an intentional tort because they engaged in conduct that they knew, based on the prior incidents and the specifically known and identified danger of electrocution, was virtually certain to result in injury or death to workers on the job site, including Alan Bazinet. The Defendant's acts and omissions did in fact, result in injury to Mr. Bazinet and to his ultimate death by electrocution.

49. Alan Bazinet was unaware of the risk he was facing by continuing to perform his job at the construction site. Having made the General Contractor aware of the situation, Alan Bazinet could reasonably rely upon the General Contractor to alleviate any further risk and danger to him. Further risk and danger of electrocution was not apparent to Alan Bazinet.

50. Sergio Castilla and Castilla and Godoy were fully aware of the dangers associated with electrical shocks. They knew or should have known that leaving the main breaker box accessible for other workers to turn on while Alan Bazinet was performing

electrical work in the apartment was certain to cause injury and/or death.

51. Virtual certainty of injury or death was a further consequence of Castilla and Godoy's allowing the workers, including and in particular Alan Bazinet, to be exposed to energized receptacles and light switches in the apartment, and allowing them to work in proximity to energized electric power circuits when Defendant had failed to protect against electric shock and/or to properly ground the circuits and/or insulate them.

52. By failing to ensure that the main breaker box could not be turned on while Alan Bazinet was performing electrical work in the apartment, Sergio Castilla and Castilla and Godoy deliberately ignored the dangers to Alan Bazinet at the expense of Mr. Bazinet's safety.

53. By failing to ensure that workers, including Alan Bazinet were protected against electric shock by deenergizing and grounding the circuits or effectively guarding the circuits by insulation or other means, and by failing to ensure that workers were not exposed to energized receptacles and light switches, Castilla and Godoy deliberately ignore the dangers to Alan Bazinet at the expense of Mr. Bazinet's safety.

54. The failure of Sergio Castilla and Castilla and Godoy to ensure that Alan Bazinet could receive no further electrical shocks due to the main breaker box being turned on, or from other exposure to energized receptacles, light switches and/or power circuits, is even more egregious and additionally shows Mr. Castilla's gross negligence and indifference to Alan Bazinet's safety, because Mr. Castilla was aware that Alan Bazinet had a heart condition and had suffered a heart attack within the five years before the September 23, 2010, incident.

55. Based upon the knowledge of Alan Bazinet's heart health history, Castilla and Godoy had a duty to ensure that safety measures were in place to ensure that Mr. Bazinet did not receive electrical shocks which would inevitably injure his heart.

56. The General Contractor had an obligation to provide medical attention to Alan Bazinet, an injured subcontractor, but failed to do so.

57. Defendant Castilla and Godoy is liable for the gross negligence and intentional torts of Sergio Castilla, who was acting at all times material within the course and scope of his employment and/or agency.

58. On September 23, 2010, there was no impediment to Sergio Castilla taking actions to ensure that the other workers on the Project were fully aware that the main breaker box was not to be turned on until it was determined that no other worker was in the apartment performing electrical work and that it was safe to turn the breaker on.

59. On September 23, 2010, there was no impediment to Sergio Castilla taking actions to ensure that warnings were placed at the position of the main breaker box to alert workers not to turn on the box until it was determined that no other worker was in the apartment performing electrical work and that it was safe to turn the breaker on.

60. On September 23, 2010, there was no impediment to Castilla and Godoy taking actions to ensure that workers on the job site were not exposed to energized electrical receptacle and light switches or to ensure that workers were not permitted in proximity to electric power circuits which were not protected against electric shock by deenergizing and grounding the circuits or effectively guarding the circuits by insulation or other means.

61. On September 23, 2010, the enforcement of Castilla and Godoy's safety and health program was inadequate under the circumstances. Such omissions were virtually certain to result in injury and/or death, and, in fact, did result in Alan Bazinet's death.

62. On September 23, 2010, Castilla and Godoy failed to take adequate preventive action to ensure the safety and health of workers on the job site, including and in particular, Alan Bazinet.

63. Defendant Castilla and Godoy, through Sergio Castilla, breached its duty of care to Alan Bazinet, was grossly negligent, and committed an intentional tort by failing to maintain the Project work site in a safe and reasonable manner and for all of the reasons set forth herein.

64. Defendant failed to follow standard procedures related to electrical work.

65. Defendant failed to make sure that the job site was clear of persons performing electrical work before turning on the main electrical breaker box;

66. Defendant failed to operate and manage the Project in compliance with state and local laws, regulations, standard procedures and guidelines;

67. Defendant failed to keep an adequate and proper lookout for construction workers' safety at the Project and in particular for Alan Bazinet's safety, knowing that he had a heart condition and electrical shocks would definitely cause injury to him or death.

68. Defendant failed to properly train, instruct and teach workers on the job site, including Sergio Castilla, about the safe operation during electrical work.

69. Defendant violated federal, state, county and local ordinances, statutes, and regulations with respect to covering and/or enclosing the main breaker box and instead

covered it with a piece of cardboard.

70. Defendant failing to obtain and all-clear for the construction site before turning on the main breaker box.

71. As a direct and proximate result of the gross negligence and intentional torts of Defendant Castilla and Godoy, Alan Bazinet sustained fatal injuries.

72. Defendant Castilla and Godoy is liable to the Estate of Alan Bazinet and all survivors for all damages allowed by Florida law for the gross negligence and intentional torts committed at the Project site , including the gross negligence and intentional torts of Sergio Castilla.

73. As a further direct and proximate result of the gross negligence and intentional torts of Castilla and Godoy, the Plaintiff, TARIN SAROKA, individually as survivor, and as Personal Representative of the Estate of Alan Bazinet is entitled to recover all damages allowed by Florida's Wrongful Death Act (Florida Statute §768) including, but not limited to, medical and funeral expenses; loss of net accumulations beyond her father's death; mental pain and suffering from the date of her father's death; loss of support and services from the date of her father's death; and any and all damages allowable under Florida Law.

WHEREFORE, Plaintiff demands judgment against CASTILLA and GODOY, INC. for damages as well as post-judgment interest as allowable by law, and any attorneys' fees permitted by Florida law. Further, Plaintiff demands trial by jury of all issues to triable.

Date: July 13, 2012

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